

1. Contact

**Proline Management Ltd.**  
**201 – 20 Burnside Road West**  
**Victoria BC V9A 1B3**  
**250.475.6440**

Chestnut Grove (VIS1240)

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-I Amendment to Bylaws**

3. Description of Land

PID/Plan Number

Legal Description

**VIS1240**

**THE OWNERS, STRATA PLAN VIS1240**

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Marnie Gunther**  
**IWXEF7**

Digitally signed by  
Marnie Gunther IWXEF7  
Date: 2021-05-18  
10:34:42 -07:00

Supplied to StrataDocs 2021/05/18  
Ordered by Maria Furtado 2021/04/13

Ordered By: Maria Furtado of One Percent Realty on 2024/04/13

Uploaded: May 18, 2021 Verified: May 18, 2021

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

## Strata Property Act

### FORM I

#### AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS1240 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with Section 128 of the Strata Property Act at an Annual General Meeting held on February 25, 2021.

#### Resolution:

**BE IT RESOLVED BY A  $\frac{3}{4}$  VOTE OF THE OWNERS STRATA PLAN VIS1240 that pursuant to section 128 of the *Strata Property Act*, the Strata Corporation adopt the following bylaw:**

#### 42.1. Electronic General Meetings

- (1) The Strata Corporation may hold annual or special general meetings, including special general meetings demanded by 20% of the strata lot owners' votes pursuant to section 43 of the *Strata Property Act* (the *Act*), by electronic means including by telephone conference call, video conferencing or any other electronic means, so long as all authorized participants and eligible voters may communicate with each other during the meeting either through an electronic platform or teleconference, referred to herein as an "electronic meeting").
  - (a) An 'authorized participant' means an agent of the strata corporation, legal counsel, insurance agent, or any other person authorized by the *Strata Property Act*, bylaws or Strata Council to attend prior to the meeting.
- (2) **Notice of Electronic Meetings:** The Corporation must specify the following in the notice of the electronic general meeting:
  - (a) the electronic means by which it intends to hold the electronic meeting;
  - (b) how voters may attend the electronic meeting; and,
  - (c) how votes may be cast at the electronic meeting.
- (3) **Attendance at Electronic Meetings:**
  - (a) Eligible voters may only attend an electronic meeting by proxy or in person in the other manner or manners specified in the notice of meeting.
  - (b) If an eligible voter attends an electronic meeting in the manner specified in the notice of meeting, then such voter is deemed to be present in person.
  - (c) Eligible voters who wish to attend an electronic meeting by proxy must deliver a copy of their proxy to Council at least 48 hours before the meeting's start.
  - (d) Eligible voters attending an electronic meeting in person by electronic means acknowledge and accept that the risks associated with such

- attendance including but not limited to:
- i. a loss of privacy;
  - ii. connection and/or other technological problems;
  - iii. an inability to participate in discussions; and
  - iv. an inability to vote.
- (e) Eligible voters who attend an electronic meeting are responsible for the manner or manners in which they attend, and the Corporation is not responsible for the quality or consistency of their connection or their inability to connect or maintain connection.
- (f) The council will keep a register and tally of eligible voters attending in person and by proxy and update it as the meeting progresses.
- (g) If an eligible voter loses their connection to the meeting:
- a. their vote will not be counted towards quorum for any period that they are absent from the meeting; and
  - b. the meeting will continue in their absence unless their absence results in a loss of quorum.
- (4) **Registration and Voting at Electronic General Meetings:**
- (a) At an electronic meeting, registration, verification of proxies, participation, and quorum of eligible voters in person or by proxy must be confirmed by the chair at the beginning of the meeting by calling the roll or any other method that confirms eligible voters present in person or by proxy.
- (b) Attendees and voters at the electronic meeting must provide proof of their identity if requested to do so by the Council.
- (c) Quorum will be determined by the number of eligible voters attending in person by the specified manner or manners or by proxy.
- (d) The Council will keep a register and tally of eligible voters attending in person and by proxy and update it as the meeting progresses.
- (e) If an eligible voter loses their connection to the meeting:
- i. their vote will not be counted towards quorum for any period that they are absent from the meeting; and
  - ii. the meeting will continue in their absence unless their absence results in a loss of quorum.
- (f) Notwithstanding any other bylaw, a vote may not be conducted by secret ballot at an electronic annual or special general meeting.
- (g) The votes on a resolution at an electronic meeting may be cast by eligible voters using any one of the following voting methods:
- i. email to a designated email address during a designated voting window;
  - ii. show of voting cards if visual electronic communication is available;
  - iii. call of the roll;
  - iv. hand delivery of the ballots to a designated location;
  - v. any other electronic method that identifies votes of eligible

voters.

- (h) After the chair of the meeting determines that all votes have been cast the chair will announce the outcome of the vote for each resolution including the total number of votes cast, the number of votes in favor and against, and whether the resolution was approved or defeated; and the outcome of the vote must be recorded in the minutes of the meeting.
  - (i) The corporation must keep all ballots and proxies for an electronic annual or special general meeting for a period of two (2) years, or as otherwise determined by the eligible voters by majority vote, after which they will be destroyed.
- (5) **Recording of Electronic Meetings:** Audio and/or visual recording of an electronic meeting, in part or in whole:
- (a) is permitted by the Council or it's designated agent for the purpose of facilitating accurate development of meeting minutes and confirming voting results post-meeting:
  - (b) is permitted by an owner, occupant, or tenant only if such owner, occupant or tenant, first obtains the express permission of the voters by a majority vote
  - (c) made by the Council must be retained/stored until the day after the next annual or special general meeting at which minutes of the previously recorded general meeting have been adopted/approved by owners; and
  - (d) that are not made by the Council or authorized by a majority vote of the owners at the meeting, shall be deemed to be invalid and inaccurate.
- (6) **Application of other bylaws and conflict:**
- (a) Subject to subsection 40.6 (b), all other bylaws pertaining to the calling and holding of general meetings continue to apply.
  - (b) Where a conflict exists between a section or subsection of this bylaw and any other bylaw, the provisions of this bylaw take precedence over the other bylaw.

A revised set of bylaws, incorporating these amendments, is attached.

  
\_\_\_\_\_  
Signature of Council Member

  
\_\_\_\_\_  
Signature of Second Council Member

Date: May 19 2021

**BYLAWS FOR THE CHESTNUT GROVE  
STRATA CORPORATION  
STRATA PLAN 1240**

**TABLE OF CONTENTS**

**Division 1 - Duties of Owners, Tenants, Occupants & Visitors**

- 1 Payment of Strata Fees
- 2 Repair and Maintenance of Property by Owner
- 3 Use of Property
- 4 Pets
- 5 Noise
- 6 Patios, Balconies & Windows
- 7 Fire and Insurance
- 8 Building Security
- 9 Garbage Disposal
- 10 Bicycles
- 11 Storage
- 12 Parking Stalls
- 13 Gardens
- 14 Inform Strata Corporation
- 15 Obtain Approval Before Altering a Strata Lot
- 16 Obtain Approval Before Altering Common Property
- 17 Move In/Move Out
- 18 Permit Entry to Strata Lot

**Division 2 - Powers and Duties of the Strata Corporation**

- 19 Repair and Maintenance of Property by Strata Corporation

**Division 3 - Council**

- 20 Council Size
- 21 Council Members' Terms
- 22 Removing a Council Member
- 23 Replacing a Council Member
- 24 Officers
- 25 Calling Council Meetings
- 26 Requisition of Council Meeting
- 27 Quorum of Council
- 28 Council Meetings
- 29 Voting at Council Meetings
- 30 Council to Inform Owners of Minutes
- 31 Delegation of Council's Powers and Duties
- 32 Spending Restrictions
- 33 Limitation of Liability of a Council Member

**Division 4 - Enforcement of Bylaws and Rules**

- 34 Procedure for Bylaw Enforcement
- 35 Maximum Fine
- 36 Continuing Contravention
- 37 Small Claims Actions

**Division 5 - Annual and Special General Meetings**

- 38 Quorum for an Annual or Special General Meeting
- 39 Person to Chair Meeting
- 40 Participation by Other than Eligible Voters
- 41 Voting
- 42 Order of Business

**Division 6 - Voluntary Dispute Resolution**

- 43 Voluntary Dispute Resolution

**Division 7 - Selling a Strata Lot**

- 44 When Selling a Strata Lot

**Division 8 - Severability**

- 45 Severability

Supplied to StrataDocs 2021/05/18  
Ordered by Maria Furtado 2024/04/13

This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.

## DIVISION 1 - DUTIES TENANTS, OCCUPANTS & VISITORS

### 1. Payment of Strata Fees

- (1) An Owner must pay or authorize direct payment of strata fees on or before the first day of the month to which the strata fees relate. A fine for late payment may be assessed as defined in the Division 4 - Enforcement of Bylaws and Rules.
- (2) In addition to the Bylaw fine, if an Owner is late in paying his/her strata fees, the Owner may be required to pay to the Strata Corporation interest on the late payment in the amount of ten per cent (10%) per annum, compounded annually commencing from the date the payment was due and continuing to the last day of the month in which it is paid. The interest payable on a late payment of strata fees for the purposes of Section 116 of the Strata Property Act.
- (3) Twelve (12) postdated cheques are required to be delivered to the Strata Council Treasurer no later than the first day of the month after the fiscal budget has been approved of each for the amount due for the strata fees, or strata fees and parking fees for each strata lot. The cheques are to be made payable to The Strata Plan 1240 and dated for the 1st of every month unless direct payment plan has been authorized.
- (4) The Strata Council may levy a service fee of twenty-five dollars (\$25.00) plus bank charges for each NSF cheque received from an Owner.
- (5) Owners who are in arrears may not vote at Annual General Meetings, Special General Meetings, or Council Meetings.
- (6) Rental surcharge is twelve dollars and fifty cents (\$12.50) per month except for immediate family members.
- (7) Rent for each extra parking stall is twenty dollars (\$20.00) per month.

### 2. Repair and Maintenance of Property by Owner

- (1) An Owner must repair and maintain the Owner's strata lot if it threatens the structural integrity of the building, except for repairs and maintenance that are the responsibility of the Strata Corporation under these Bylaws,  
In addition to the above maintenance obligations of the Owner, it is specifically acknowledged that Owners are solely responsible for the costs of repair or replacement of the double glazed glass panels in all of the Strata lot's windows and patio doors where only the seal fails but they do not otherwise leak or cause damage. Provided always, if the windows and/or patio doors leak and cause damage to the building, then they shall be replaced by and at the expense of the Strata Corporation.
- (2) An Owner who has the use of limited common property must repair and maintain it, except for the repairs and maintenance that are the responsibility of the Strata Corporation under these Bylaws.

### 3. Use of Property

- (1) No strata lot shall be used or occupied for commercial or professional purposes or for a purpose which may be injurious to the reputation of the building.
- (2) An Owner, tenant, occupant or visitor shall not use or permit the use of a strata lot other than as a single family dwelling without the written consent of the Strata Council.
- (3) An Owner, tenant, occupant or visitor shall not use or permit his/her strata lot to be occupied or be used as a place of residence for more than four (4) persons, whether adult or minor, in a two (2) bedroom unit or two (2) persons in a one (1) bedroom unit without written consent of the Strata Council.

- (4) An Owner, tenant, occupant, or visitor shall not use a strata lot, the common property or common assets in a way that:
    - (a) causes a nuisance or hazard to another person;
    - (b) causes unreasonable noise;
    - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
    - (d) is illegal; or
    - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by accessory implication on or by the strata plan.
  - (5) An Owner, tenant, occupant, or visitor shall not cause damage, other than by reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these Bylaws or insure under Section 149 of the Act.
  - (6) If an Owner contravenes the provisions in this section and by doing so causes damage to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these Bylaws or insure under Section 149 of the Act, that Owner shall indemnify and save the Strata Corporation harmless against any and all costs associated with such breach.
    - (a) An Owner is responsible for the repair and maintenance of limited common property that the Owner has the right to use.
  - (7) An Owner, tenant occupant or visitor shall not obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas with the common property of the strata plan.
  - (8) An Owner, tenant, occupant or visitor shall not leave on the common property or any limited common property, any shopping cart, freezers, or any other item designated from time to time by the Strata Council. The Strata Council shall be at liberty to remove any rubbish or clean up the common area in close proximity to any Owner's, tenant's or occupant's premises and charge the expense to the Owner, tenant or occupant as applicable. Decorative Christmas lights are to be removed by February 1<sup>st</sup> each year.
  - (9) An Owner, tenant, occupant or visitor shall not permit a condition to exist within a strata lot, which will result in the waste or excessive consumption of the building's domestic water supply.
  - (10) An Owner, tenant, occupant or visitor shall not allow a strata lot to become unsanitary or a source of odour.
  - (11) The Strata Corporation is not responsible for lost, stolen, or damages personal property.
- Note: Strata Council may from time to time make or amend Rules or Regulations regarding the use or protection of common property. Such Rules and Regulations shall be binding on each Owner, tenant, occupant, guest or visitor.

#### **4. Pets**

- (1) An Owner, tenant, occupant or visitor shall not be permitted to keep any animals of any kind whatsoever, including but not limited to, reptiles, dogs, cats, birds, insects, or livestock on his/her strata lot or the common property.
- (2) No animals shall be permitted within the grounds.
- (3) No Owner, tenant, occupant or visitor shall be permitted to feed pigeons, gulls, or other



birds, squirrels, rodents or other animals from a strata lot or anywhere in close proximity to the common property or any limited common property.

Note: Exceptions to the above Rules shall be registered guide or special assistance animals medically required by the occupant.

## 5. Noise

- (1) An Owner, tenant, occupant or visitor shall not:
  - (a) use a strata lot for any purpose regardless of the hour of the day which involves undue traffic or noise in or about the strata lot or common property and, in particular, between the hours of 10:30 p.m. and 8:30 a.m., including loud parties, loud talking in hallways or balconies or patios, loud banging of doors, vacuuming, using a dishwasher, washing machine or clothes dryer;
  - (b) use a strata lot for any purpose that encourages loitering by persons in the common property;
  - (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other Owner, tenant or occupant.

## 6. Patios, Balconies & Windows

- (1) An Owner, tenant, occupant or visitor shall not use a barbecue, hibachi, or like cooking or lighting device on a patio or balcony unless such barbecue, hibachi, cooking device, or lighting device is powered by propane, natural gas, or electricity. Gas tanks may only be stored outside, either on the balcony or on the patio. Use of a barbecue, hibachi, or other like cooking device requires the Owner, tenant, occupant or visitor to have access to one (1) fire extinguisher within five (5) feet of the barbecue, hibachi or cooking device.
- (2) An Owner, tenant, occupant or visitor shall not shake any mops or dusters of any kind, nor throw any refuse out of the windows or doors or from the balcony of a strata lot such as cans, bottles, caps, cigarette butts, or cigarette ashes.
- (3) An Owner, tenant, occupant or visitor shall not place window coverings on windows of his/her strata lot whose exterior facings are not of a neutral shade. For example, flags, towels and sheets are not acceptable as window coverings.
- (4) An Owner, tenant, occupant or visitor shall not hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies, or other parts of the building so that they are visible from the outside of the building.
- (5) An Owner, tenant, occupant or visitor shall not use or install in or about a strata lot any shades, awnings, window or balcony guards, screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the Strata Council,
- (6) An Owner, tenant, occupant or visitor shall not erect or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto. Decorations, with the exception of Christmas lights, garlands and the like, may not penetrate the common property.
- (7) An Owner, tenant, occupant or visitor shall not place any signs, billboards, notices or other advertising material of any kind on, or visible from, the exterior of a strata lot.
- (8) An Owner, tenant, occupant or visitor shall not place any indoor/outdoor carpeting on

any balcony or patio, or place any items on any patio or balcony except for freestanding and self-contained planter boxes that are maintained, barbecues, summer furniture and accessories and any hanging plants, or baskets. All other items must be approved by the Strata Council.

- (9) An Owner, tenant, occupant or visitor shall not allow water from watering plants or washing balconies to overflow from that balcony to another balcony.

## **7 Fire and Insurance**

- (1) An owner, tenant, occupant or visitor shall not do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof, including leaving decorative lights, including Christmas lights and decorations, turned on while not in the suite. Should any fire equipment, including a smoke or heat detector, inside a strata lot be altered or removed, the Strata Corporation shall have the right to enter the suite, on notice to the occupant, and repair or replace any such equipment; any costs of repair or replacement shall be charged back to the owner of the strata lot.
- (2) An Owner, tenant, occupant or visitor shall not use anything but artificial or live with roots growing as potted trees within any strata lot or common property as Christmas trees.
- (3) Owners must maintain third party liability insurance for their individual strata lots. The Owners shall also ensure that tenants carry adequate insurance. Owner's insurance shall provide for any improvements or alterations that have been made to his/her strata lot. In addition, proof of waterbed insurance must be provided to the building management company if there is a waterbed in the suite.
- (4) Smoking is not permitted in any elevators, or on any common property, or limited property.
- (5) Notwithstanding that an insurance deductible is, pursuant to Section 158 (1) of the Strata Property Act, SBC 1998, Chapter 43, a common expense, where any damage occurs to a Strata lot, common property or limited common property and the Owner of a Strata lot is responsible for such damage then the Strata Corporation may charge such Owner with the costs of the deductible. If the Owner refuses to reimburse the Strata Corporation for the deductible hereunder, then the Strata Corporation is hereby authorized to commence and prosecute a Small Claims Action to recover such amount without the necessity of having the same approved by a THREE-QUARTER (3/4) VOTE of the Owners in a general meeting.

## **8. Building Security**

- (1) An Owner, tenant, occupant or visitor shall not give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or authorized guest of the strata lot Owner or the Strata Corporation.
- (2) Access through the entrances is to be granted only to persons positively identified, and
  - (a) proceeding directly to an individual suite;
  - (b) doing authorized repair or maintenance work within the building.
- (3) An Owner, tenant, occupant or visitor must not leave entrance doors open and unattended.
- (4) Replacements for lost keys will be issued only to Owners at a cost determined by Strata Council.

- (5) An Owner, tenant, or occupant who chooses to change the lock on his/her strata unit must provide the Strata Corporation a duplicate key, unless the new key has been keyed to the building's master key. (The building's locks are maintained by The Lock Doctor #721-4212).

## 9. Garbage Disposal

- (1) An Owner, tenant, occupant, or visitor shall remove ordinary household paper or cardboard refuse and garbage from his/her strata lot and deposit it in the containers provided by the Strata Corporation for that purpose. All garbage shall be double-bagged and tied. Items and debris shall not be left on the floor in the area where garbage containers are located.
- (2) The Owner, tenant, occupant or visitor shall dispose of or arrange for the disposal of items such as household appliances, furniture, packing materials and building materials at his/her own expense.
- (3) Glass, cans and allowable plastics must be cleaned and placed inside designated recycling bin. All cardboard must be flattened before being placed inside the bin designated for cardboard.

## 10. Bicycles

- (1) Bicycles are not permitted in hallways, stairwells, storage rooms or any other common property, except within the designated areas. No bicycles may be kept on balconies or patios, or within the strata lot,
- (2) The Strata Corporation is not responsible for damaged or stolen bicycles or bicycle parts.

## 11. Storage

- (1) An Owner, tenant, occupant or visitor who leaves any item anywhere on or in the common property or any limited common property other than in a designated storage locker does so at his/her own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is an insured under that policy.
- (2) An Owner, tenant, occupant or visitor shall not:
  - (a) use more than one (1) storage locker per strata lot unless approved by the Strata Council;
  - (b) rent out or lease the storage locker assigned by the Strata Corporation to his/her strata lot or otherwise permit the storage locker to be regularly used by anyone who is not a resident of the building;
  - (c) store items in the storage locker other than those items which fit inside the designated storage locker;
  - (d) use the storage locker to store flammable, explosive or illegal substances.

## 12. Parking Stalls

- (1) An Owner, tenant, occupant or visitor shall not:
  - (a) use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his/her strata lot, or is a rented parking stall;
  - (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common

property, except in the case of emergency;

- (c) rent out or lease a parking space assigned by the Strata Corporation to his/her strata lot to otherwise permit that parking space to be regularly used by anyone that is not a resident of the building except by approval of Strata Council;
  - (d) use any part of the common property (other than established storage lockers) for storage, without the written consent of the Strata Council;
  - (e) store any vehicles deemed by the Strata Council to be derelict, and all uninsured vehicles in the parkade must carry storage insurance and liability coverage;
  - (f) bring any commercial vehicle onto the property without the written consent of the Strata Council, save in the course of delivery to or removal from the respective premises.
- (2) An Owner, tenant or occupant must promptly and at his/her own expense clean up any oil or other substance which spills or leaks on to the common property or limited common property. If Strata Council is required to undertake cleanup, the cost may be charged to the Owner responsible.
  - (3) Parking in the parkade is at the car owner's risk.
  - (4) The monthly fee for each extra parking stall is \$30.00.

### **13. Gardens**

- (1) An Owner, tenant, occupant or visitor shall not do or permit anything to be done that may cause damage to trees, bushes, or flowers which are planted in the common property area.
- (2) An Owner, tenant, occupant or visitor shall not remove, move, trim or alter any tree, bush or plant that is growing on common property, without prior approval from Strata Council.
- (3) An Owner, tenant, occupant or visitor shall maintain the gardens and/or planter boxes contained within their strata lot. The balcony and patio areas are part of the strata lot.

### **14. Inform Strata Corporation**

- (1) Within two (2) weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) A minimum of one (1) week prior to occupancy, a tenant must inform the Strata Corporation of his or her name, strata lot, number, and the proposed mailing address of the tenant, if different from the strata lot.
- (3) Before a landlord rents all or part of a residential strata lot, the landlord must give the prospective tenant:
  - (a) the current Bylaws and Rules; and
  - (b) a Notice of Tenant's Responsibilities in the prescribed form (FORM K).
- (4) Within two (2) weeks of renting all or part of a residential strata lot, the landlord must give the Strata Corporation a copy of the tenancy agreement signed by the tenant.
- (5) The Owner must give Strata Council two (2) weeks' notice of any change in tenancy, including details of date and time.
- (6) Owners shall provide to the Strata Council and/or Property Manager the name, address and local telephone number of a person to contact in cases of emergency involving their

Strata lot should they be unavailable. Such person should be the agent of the Owner with the authority to make decisions if they cannot be contacted.

- (7) Owners making alterations or changes to their Strata lot, limited common property or common property shall ensure that all work being undertaken is performed by approved and licensed trades persons only and that all necessary building permits are obtained from the City of Victoria. All work must also comply with the British Columbia Building Code and the City's building bylaws. The Owner shall provide a copy of the final occupancy permit for such work to the Strata Council when such work is completed.

## 15. Obtain Approval Before Altering a Strata Lot

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of the building;
  - (b) the exterior of the building;
  - (c) stairs, balconies, patios or other things attached to the exterior of the building;
  - (d) doors, windows or skylights (including casings, the frames and sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e., adding security devices to the entrance door to a strata lot);
  - (e) fences, railings or similar structures that enclose a patio or balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the Strata Corporation must insure under Section 149 of the Act; or
  - (h) change the type of flooring.
- (2) The Strata Corporation must not unreasonable withhold its approval under Subsection 15 (1), but may require as a condition of its approval that:
  - (a) the Owner agree, in writing, to take responsibility for any expenses relating to the alteration;
  - (b) the Owner provides copies of any plans and specifications for the proposed modification or improvement, and the estimated cost thereof;
  - (c) the Corporation of the City of Victoria give its consent in municipal Council, and/or an amendment to the development permit if the proposed modification or improvement is of sufficient size or complexity; the Strata Council bears responsibility for notifying City authorities without delay upon Application and receipt of the required paperwork from an Owner;
  - (d) consent of the Owners to the proposed modification or improvement be obtained by Special Resolution at the next Annual General Meeting or Special General Meeting, with the applicant bearing the cost of announcing the meeting to Owners.
- (3) If the proposed modification or improvement is deemed by appropriate City authorities not to require the formal consent of City Council, then in such cases the Strata Council is hereby specifically authorized to approve or disapprove such modification or improvement on behalf of the Strata Corporation on such terms and conditions as it considers reasonable in the circumstances.
- (4) An Owner undertaking an approved modification or improvement shall also be required to enter into an agreement with Strata Corporation specifying the permitted

construction and the use thereof, and indemnifying the Strata Corporation from any loss. Such agreement shall be in a form approved by the solicitors for the Strata Corporation.

- (5) An Owner applying to Strata Council to make modifications or improvements will bear any costs associated with application to City authorities, calling Special General Meeting of the Strata Corporation, and the preparation and registration of any indemnify agreement with the Strata Corporation, including any photocopying and postal charges.
- (6) An Owner of a strata lot who has or installs hard floor surfaces such as hardwood floors and tile must take all reasonable steps to satisfy noise complaints from neighbours and avoid walking on such floors with hard shoes.
- (7) If an alteration has been installed or constructed without the prior written permission of the Strata Council, then the Strata Council is authorized, in its sole discretion, to take legal proceedings, including an application to the Supreme Court pursuant to Section 171 (1) (b) of the Strata Property Act against the Owner of the unauthorized alteration for any remedy, judgment, or order recommended in the opinion of legal counsel and available to the Strata Corporation by law, including an application for a mandatory injunction to compel removal of the unauthorized alteration.
- (8) Floor coverings in any Strata lot shall only be replaced with floor covering of the same type unless an alternate type of floor covering is approved in writing by the Strata Council in their sole discretion. This means that carpeting must be replaced with carpeting; vinyl, linoleum or tile must be replaced with vinyl, linoleum or tile; and wood or laminate must be replaced with wood or laminate. With respect to wood and laminate, such is only permitted, without Strata Council's written consent, in the entrance way (not the hallway) and kitchen. In any case where any type of floor covering is to be replaced, the new floor covering material must be of the same or better quality and the weight and soundproofing of any underlayment must in all cases be maintained at the same level or at a higher level. The Owner replacing their floor covering shall be responsible for providing proof of the quality and soundproofing of the material to be used to the Strata Council. Notwithstanding the above provisions, should any new floor covering result in excessive noise and create a nuisance, the Owner of the Strata lot must take all necessary steps to minimize noise transmission and to abate the nuisance including replacing the floor covering if necessary.

#### **16. Obtain Approval Before Altering Common Property**

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to the common property, including limited common property, or common assets.
- (2) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the Strata Corporation, evidence of appropriate insurance coverage relating to the alteration.

#### **17. Move In/Move Out**

- (1) A non-refundable change of occupancy fee of fifty dollars (\$50.00) is payable by an Owner to the Strata Corporation one (1) week prior to the move-in date each time a new occupant moves into the Owner's strata lot. If the occupant moves out within twelve (12) months, further move out fee in the same amount is payable by the Owner to the Strata Corporation one (1) week prior to the move-out date.

- (2) An Owner or tenant must advise the building coordinator at least forty-eight (48) hours in advance of the date and time he/she intends to move in or out of the building. Any damages to the common areas in the process of moving in or moving out will be charged back to the Owner responsible for the particular strata lot making the move.
- (3) An Owner or tenant is responsible for arranging for the disposal of packing boxes and materials which are not considered normal household refuse. The cardboard recycle bin may be used if the boxes are broken down.

#### **18. Permit Entry to Strata Lot**

- (1) An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot:
  - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
  - (b) at a reasonable time, on forty-eight (48) hours' written notice:
    - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure under the Act; and
    - (ii) to ensure compliance with the Act and these Bylaws.
- (2) The notice referred to in Subsection (1) (b) must include the date and approximate time of entry, and reason for entry.
- (3) In any case where an Owner has not provided for access to his or her strata lot pursuant to Bylaws 18(1) and 18(2), and has not otherwise made a key available to the Strata Council, should entry to a strata lot be required for any reason set out in these Bylaws, the Strata Council may enter the strata lot by any means reasonable under the circumstances, including forced entry, obtaining the services of a locksmith or scheduling the entry. The owner shall be liable for any costs thereby incurred by the Strata Corporation including additional service fees and for any resulting damage to the strata lot, common property and limited common property.

### **DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION**

#### **19. Repair and Maintenance of Property by Strata Corporation**

- (1) The Strata Corporation must repair and maintain all of the following:
  - (a) common assets of the Strata Corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to:
    - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year;
    - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
      - (A) the structure of the building;
      - (B) the exterior of the building;
      - (C) chimneys, boxes and caps, stairs, and other things attached to

- (D) the exterior of the building;  
non-strata lot doors, and windows, (including casings, the frames and sills of such doors, and windows);  
In addition to the above maintenance obligations of the Owner, it is specifically acknowledged that Owners are solely responsible for the costs of repair or replacement of the double glazed glass panels in all of the Strata lot's windows and patio doors where only the seal fails but they do not otherwise leak or cause damage. Provided always, if the windows and/or patio doors leak and cause damage to the building, then they shall be replaced by and at the expense of the Strata Corporation.
  - (E) fences, railings and similar structures that enclose patios, balconies and yards.
- (d) A strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
- (i) the structure of a building;
  - (ii) the exterior of a building;
  - (iii) the chimneys, boxes, and caps, stairs, and other things attached to the exterior of the building;
  - (iv) the doors, non-strata windows, (including the casings, the frames and the sills of such doors, and windows);  
  
In addition to the above maintenance obligations of the Owner, it is specifically acknowledged that Owners are solely responsible for the costs of repair or replacement of the double glazed glass panels in all of the Strata lot's windows and patio doors where only the seal fails but they do not otherwise leak or cause damage. Provided always, if the windows and/or patio doors leak and cause damage to the building, then they shall be replaced by and at the expense of the Strata Corporation.
  - (v) the fences, railings and similar structures that enclose patios, balconies and yards.

### DIVISION 3 - COUNCIL

#### 20. Council Size

- (1) The Strata Council must have at least three (3) and no more than eight (8) members.
- (2) As permitted in Section 28 (1) of the Act, Strata Council members shall be
  - (a) Owners;
  - (b) an individual representing a corporate Owner;
  - (c) a spouse, including a common law spouse, of an Owner.

#### 21. Council Members' Terms

- (1) The term of office of a Strata Council member ends at the end of the Annual General Meeting at which the new Strata Council is elected.
- (2) A person whose term as Strata Council member is ending is eligible for re-election.



- (3) Pursuant to Section 34 of the Act, a person serving as a Strata Council member may be reimbursed for expenses incurred or paid an honorarium.

## **22. Removing a Council Member**

- (1) Unless all the Owners are on the Strata Council, the Strata Corporation may, by a resolution passed by a three-quarter (3/4) vote at an Annual or Special General Meeting, remove one (1) or more Strata Council members.
- (2) After removing a Strata Council member, the Strata Corporation must hold an election at the same Annual or Special General Meeting to replace the Strata Council member for the remainder of the term.
- (3) No person may stand for Strata Council or continue to be on Strata Council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under the Act.

## **23. Replacing a Council Member**

- (1) If a Strata Council member resigns or is unwilling or unable to act for a period of two (2) or more consecutive months, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term.
- (2) A replacement Strata Council member may be appointed from any person eligible to serve on Strata Council.
- (3) The Strata Council may appoint a Strata Council member under this Section if the absence of the member being replaced leaves the Strata Council without a quorum,
- (4) If all the members of the Strata Council resign or are unwilling or unable to act for a period of two (2) or more consecutive months, persons holding at least twenty-five per cent (25%) of the Strata Corporation's votes may hold a Special General Meeting to elect a new Strata Council by complying with the provisions of the Act, the Regulations and the Bylaws respecting the calling and holding of meetings.

## **24. Officers**

- (1) At the first meeting of the Strata Council held after each Annual General Meeting of the Strata Corporation, the Strata Council must elect, from among its members, a President, a Vice-President, a Secretary and a Treasurer.
- (2) A person may hold more than one (1) office at a time, except President and Vice-president concurrently.
- (3) The Vice-President has the powers and duties of the President;
  - (a) while the President is absent or unwilling or unable to act; or
  - (b) for the remainder of the President's term if the President ceases to hold office.
- (4) If an officer other than the President is unwilling or unable to act for a period of two (2) or more consecutive months, the Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.

## **25. Calling Council Meetings**

- (1) Any Strata Council member may call a Strata Council meeting by giving the other Strata Council members at least one (1) week's notice of the meeting, specifying the reason for calling the meeting.
- (2) A Strata Council meeting may be held on less than one (1) week's notice if:
  - (a) all Strata Council members consent in advance of the meeting; or

- (b) the meeting is required to deal with an emergency situation, and all Strata Council members either;
  - (i) consent in advance of the meeting; or
  - (ii) are unavailable to provide consent after reasonable attempts to contact them.

**26. Requisition of Council Hearing**

- (1) By application in writing, stating the reason for the request, an Owner or tenant may request a hearing at a Strata Council meeting.
- (2) If a hearing is requested under Subsection (1), the Strata Council must hold a meeting to hear the applicant within one (1) month of the request.
- (3) If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council must notify the applicant in writing.

**27. Quorum of Council**

- (1) A quorum of Strata Council is:
  - (a) two (2), if the Strata Council consists of three (3) or four (4) members;
  - (b) three (3), if the Strata Council consists of five (5) or six (6) members;
  - (c) four (4), if the Strata Council consists of seven (7) or eight (8) members.
- (2) Strata Council members must be present in person at the Strata Council meeting for the entire Strata Council meeting to be counted in establishing a quorum.

**28. Council Meetings**

- (1) At the option of the Strata Council, Strata Council meetings may be held by electronic means, so long as all Strata Council members and other participants can communicate with each other and the Strata Council members wishing to communicate by electronic means set up the system for the Strata Council prior to the meeting.
- (2) If a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.
- (3) Owners may attend Strata Council meetings as observers.
- (4) Despite Subsection (3), no observers may attend those portions of Strata Council meetings that deal with any of the following:
  - (a) Bylaw contravention hearings under Subsection 135 of the Act;
  - (b) any other matters if the presence of observers would, in the Strata Council's opinion, unreasonably interfere with an individual's privacy.

**29. Voting at Council Meetings**

- (1) At Strata Council meetings, decisions must be made by a majority of Strata Council members present in person at the meeting.
- (2) If there is a tie vote at a Strata Council meeting, the President may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a Strata Council meeting must be recorded in the Strata Council meeting minutes.

**30. Council to Inform Owners of Minutes**

- (1) The Strata Council must inform Owners of the minutes of all Strata Council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.

### **31. Delegation of Council's Powers and Duties**

- (1) Subject to Subsections (2) to (4), the Strata Council may delegate some or all of its powers to one (1) or more Strata Council members or persons who are not members of the Strata Council, and may revoke the delegation.
- (2) The Strata Council may delegate its spending powers or duties, but only by a resolution that:
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose;
  - (b) delegates the general authority to make expenditures in accordance with Subsection (3).
- (3) A delegation of a general authority to make expenditures must:
  - (a) set a maximum amount that may be spent; and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The Strata Council may not delegate its powers to determine, based on the facts of a particular case:
  - (a) whether a person has contravened a Bylaw or Rule;
  - (b) whether a person should be fined and the amount of the fine.

### **32. Spending Restrictions**

- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these Bylaws.
- (2) Despite Subsection (1), a Strata Council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) The Strata Corporation may purchase, lease or otherwise acquire such items for the use or benefit of the Owners and may sell or otherwise dispose of such items for any amount approved in the annual budget for the Strata Corporation, but otherwise only if approved by a resolution passed by a three-quarter (3/4) vote at an Annual General Meeting or Special General Meeting if the item has a market value of more than two thousand dollars (\$2,000.00.)
- (4) Limiting Expenditures of Council:

Subject to subsection (6) below, if a proposed expenditure has not been approved in the budget or at an Annual General Meeting or Special General Meeting, the Strata Corporation may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this Subsection (4) to the same fiscal year, is less than:

  - (a) ten thousand dollars (\$10,000.00); or
  - (b) ten per cent (10%) of the total contribution to the operating fund for the current year; or
  - (c) whichever is less.
- (5) If the Strata Corporation makes an expenditure under Subsection (4) above, the Strata

Corporation must inform Owners as soon as feasible about any expenditure of more than two thousand dollars (\$2,000.00) on any single item.

- (6) Notwithstanding Subsection (4) above, the Strata Corporation can make an expenditure out of either the operating fund or the Contingency Reserve Fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

### **33. Limitation of Liability of a Council Member**

- (1) A Strata Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance of any duty of the Strata Council.
- (2) Subsection (1) does not affect a Strata Council member's liability, as an Owner, for a judgment against the Strata Corporation.

## **DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES**

### **34. Procedure for Bylaw Enforcement**

When Strata Council receives a letter of complaint:

- (1) the Strata Council must not impose a fine for a contravention of a Bylaw or Rule unless the Strata Corporation has received a complaint about the contravention and given the Owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including, a hearing if requested by the Owner or tenant;
- (2) if the person is a tenant, the Strata Corporation must give notice of the complaint to the person's landlord and to the Owner;
- (3) the Strata Corporation must promptly give notice in writing of a decision to the tenant or Owner;
- (4) once the requirements referred to in this Section have been complied with, the Strata Council may impose a fine for a continuing contravention of that Bylaw or Rule, without further compliance with this Section.

### **35. Maximum Fine**

- (1) The Strata Corporation may fine an Owner or Tenant a maximum of
  - (a) \$200.00 for each contravention of a bylaw, and
  - (b) \$50.00 for each contravention of a rule.
- (2) The Strata Corporation may fine an Owner or Tenant for a continuing contravention of a Bylaw or Rule every seven (7) days.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or, any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated on a separate component of such assessment and the strata corporation may not register a lien against such separate component.

- (4) Owners, tenants, occupants and visitors are required to comply with the Building Rules as distributed to Owners and residents when published and/or amended.
- (5) Fines levied under this Section are due and payable no later than the date of the next monthly assessment.
- (6) Owners, tenants, occupants and visitors are required to comply with the Building Rules as distributed to Owners and residents when published and/or amended.

**36. Continuing Contravention**

- (1) If an activity or lack of activity that constitutes a contravention of a Bylaw or Rule continues, without interruption, for longer than seven (7) days, a fine may be imposed every seven (7) days.

**37. Small Claims Actions**

- (1) Notwithstanding any provision of the Act, the Strata Corporation may proceed under the Small Claims Act (British Columbia) against an Owner or other person to collect money owing to the Strata Corporation, including money owing as a fine, without requiring authorization by a resolution passed by a three-quarter (3/4) vote.

**DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS**

**38. Quorum for an Annual or Special General Meeting**

If a quorum is not met within FIFTEEN (15) minutes of the commencement of the Annual or Special General Meeting, then the eligible voters present shall constitute a quorum.

**39. Person to Chair Meeting**

- (1) Annual and Special General Meetings must be chaired by the President of the Strata Council.
- (2) If the President of the Strata Council is unwilling or unable to act, the meeting must be chaired by the Vice-President of the Strata Council.
- (3) If neither the President nor the Vice-President of the Strata Council chairs the meeting, a Chair must be elected from the eligible voters present in person or by proxy from among those persons who are present at the meeting.

**40. Participation by Other Than Eligible Voters**

- (1) Tenants and occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the Chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

**41. Voting**

- (1) At an Annual or Special General Meeting voting cards must be issued to eligible voters representing one (1) vote per strata lot.
- (2) At an Annual or Special General Meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the Chair must decide whether it will be by show of

- voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution, if a precise count is requested, must be announced by the Chair and recorded in the minutes of the meeting.
  - (5) If there is a tie vote at an Annual or Special General Meeting, the President, or if the President is absent or unable or unwilling to vote, the Vice-President may break the tie by casting a second, deciding vote.
  - (6) Despite anything in this section, an election of Strata Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
  - (7) An Owner who is otherwise an eligible voter may not exercise his/her vote for a strata lot, or if the Owner's assessment payments, or fines or special levies, are in arrears.
  - (8) Attendance by persons at an Annual or Special General Meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting and the person wanting to communicate by telephone or other electronic method sets up the system for the Strata Council in advance of the meeting.

#### **42. Order of Business**

The order of business at Annual and Special General Meetings is as follows:

- (1) certify proxies and corporate representatives and issue voting cards;
- (2) determine that there is a quorum;
- (3) elect a person to chair the meeting, if necessary;
- (4) present to the meeting proof of notice of meeting or waiver of notice;
- (5) approve the agenda;
- (6) approve the minutes of the last Annual or Special General Meeting;
- (7) deal with unfinished business;
- (8) receive reports of Strata Council activities and decisions since the previous Annual Meeting, including reports of Committees, if the meeting is an Annual General Meeting;
- (9) ratify any new Rules made by the Strata Corporation under Section 125 of the Act;
- (10) report on insurance coverage in accordance with Section 154 of the Act, if the meeting is an Annual General Meeting;
- (11) approve the budget for the coming year in accordance with Section 103 of the Act, if the meeting is an Annual General Meeting;
- (12) deal with new business, including matters about which notice has been given under Section 45 of the Act;
- (13) to propose adding a resolution to the meeting by twenty-five per cent (25%) vote;
- (14) elect a Strata Council if the meeting is an Annual General Meeting;
- (15) terminate the meeting.

##### **42.1. Electronic General Meetings**

- (1) The Strata Corporation may hold annual or special general meetings, including special general meetings demanded by 20% of the strata lot owners' votes pursuant to section 43 of the *Strata Property Act* (the *Act*), by electronic means including by telephone conference call, video conferencing or any other electronic means, so long as all authorized participants and eligible voters may communicate with each other during the meeting either through an electronic platform or teleconference, referred to herein as an "electronic meeting").

- (a) An 'authorized participant' means an agent of the strata corporation, legal counsel, insurance agent, or any other person authorized by the *Strata Property Act*, bylaws or Strata Council to attend prior to the meeting.
- (2) **Notice of Electronic Meetings:** The Corporation must specify the following in the notice of the electronic general meeting:
  - (a) the electronic means by which it intends to hold the electronic meeting;
  - (b) how voters may attend the electronic meeting; and,
  - (c) how votes may be cast at the electronic meeting.
- (3) **Attendance at Electronic Meetings:**
  - (a) Eligible voters may only attend an electronic meeting by proxy or in person in the other manner or manners specified in the notice of meeting.
  - (b) If an eligible voter attends an electronic meeting in the manner specified in the notice of meeting, then such voter is deemed to be present in person.
  - (c) Eligible voters who wish to attend an electronic meeting by proxy must deliver a copy of their proxy to Council at least 48 hours before the meeting's start.
  - (d) Eligible voters attending an electronic meeting in person by electronic means acknowledge and accept that the risks associated with such attendance including but not limited to:
    - i. a loss of privacy;
    - ii. connection and/or other technological problems;
    - iii. an inability to participate in discussions; and
    - iv. an inability to vote.
  - (e) Eligible voters who attend an electronic meeting are responsible for the manner or manners in which they attend, and the Corporation is not responsible for the quality or consistency of their connection or their inability to connect or maintain connection.
  - (f) The council will keep a register and tally of eligible voters attending in person and by proxy and update it as the meeting progresses.
  - (g) If an eligible voter loses their connection to the meeting:
    - a. their vote will not be counted towards quorum for any period that they are absent from the meeting; and
    - b. the meeting will continue in their absence unless their absence results in a loss of quorum.
- (4) **Registration and Voting at Electronic General Meetings:**
  - (a) At an electronic meeting, registration, verification of proxies, participation, and quorum of eligible voters in person or by proxy must be confirmed by the chair at the beginning of the meeting by calling the roll or any other method that confirms eligible voters present in person or by proxy.
  - (b) Attendees and voters at the electronic meeting must provide proof of their identity if requested to do so by the Council.
  - (c) Quorum will be determined by the number of eligible voters attending in person by the specified manner or manners or by proxy.
  - (d) The Council will keep a register and tally of eligible voters attending in person and by proxy and update it as the meeting progresses.

- (e) If an eligible voter loses their connection to the meeting:
    - i. their vote will not be counted towards quorum for any period that they are absent from the meeting; and
    - ii. the meeting will continue in their absence unless their absence results in a loss of quorum.
  - (f) Notwithstanding any other bylaw, a vote may not be conducted by secret ballot at an electronic annual or special general meeting.
  - (g) The votes on a resolution at an electronic meeting may be cast by eligible voters using any one of the following voting methods:
    - i. email to a designated email address during a designated voting window;
    - ii. show of voting cards if visual electronic communication is available;
    - iii. call of the roll;
    - iv. hand delivery of the ballots to a designated location;
    - v. any other electronic method that identifies votes of eligible voters.
  - (h) After the chair of the meeting determines that all votes have been cast the chair will announce the outcome of the vote for each resolution including the total number of votes cast, the number of votes in favor and against, and whether the resolution was approved or defeated; and the outcome of the vote must be recorded in the minutes of the meeting.
  - (i) The corporation must keep all ballots and proxies for an electronic annual or special general meeting for a period of two (2) years, or as otherwise determined by the eligible voters by majority vote, after which they will be destroyed.
- (5) **Recording of Electronic Meetings:** Audio and/or visual recording of an electronic meeting, in part or in whole:
- (a) is permitted by the Council or it's designated agent for the purpose of facilitating accurate development of meeting minutes and confirming voting results post-meeting:
  - (b) is permitted by an owner, occupant, or tenant only if such owner, occupant or tenant, first obtains the express permission of the voters by a majority vote
  - (c) made by the Council must be retained/stored until the day after the next annual or special general meeting at which minutes of the previously recorded general meeting have been adopted/approved by owners; and
  - (d) that are not made by the Council or authorized by a majority vote of the owners at the meeting, shall be deemed to be invalid and inaccurate.
- (6) **Application of other bylaws and conflict:**
- (a) Subject to subsection 40.6 (b), all other bylaws pertaining to the calling and holding of general meetings continue to apply.
  - (b) Where a conflict exists between a section or subsection of this bylaw and any other bylaw, the provisions of this bylaw take precedence over the other bylaw.

## DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION

### 43. Voluntary Dispute Resolution



- (1) A dispute among Owners, tenants, the Strata Corporation or any combination of them may be referred to a Dispute Resolution Committee by a party to the dispute if:
  - (a) all the parties to the dispute consent; and
  - (b) the dispute involves the Act, the Regulations, the Bylaws or the Rules.
- (2) A Dispute Resolution Committee consists of:
  - (a) one (1) Owner or tenant of the Strata Corporation nominated by each of the disputing parties and one (1) Owner or tenant chosen to chair the Committee by the persons nominated by the disputing parties; or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The Dispute Resolution Committee must attempt to help the disputing parties to voluntarily end the dispute.

#### **DIVISION 7 - SELLING A STRATA LOT**

**44.** When selling a strata lot an Owner:

- (1) must inform Strata Council that his/her strata lot is for sale;
- (2) when selling or renting will not permit "For Sale" or For Rent" signs to be placed on or about the common property.
- (3) an Owner, or their representative, may not compromise the security of the building when showing property or conducting an open house by leaving open, ajar, or unlocked common property doors.

#### **DIVISION 8 - SEVERABILITY**

**45. Severability**

It is specifically acknowledged that each section, subsection and paragraph of these Bylaws shall be treated as a separate part thereof and should any part be held by an Arbitrator or Court of competent jurisdiction to be unenforceable, then such section, subsection or paragraph shall be deemed to be severable and the remaining parts of the Bylaw or Bylaws shall remain in force and effect.