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# BYLAWS

## STRATA PLAN BCS-3386

# 33 Living

33 West Pender Street  
Vancouver, BC  
V6B 0E5

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Attached hereto are the bylaws for the Strata Corporation. These are provided to you on a “without prejudice” basis. For legal purposes please obtain a true copy as registered at the Land Title Office. The bylaws are an extensive legal document and we recommend that you obtain and rely on professional counsel for advice on the content of these bylaws.

BB766542 registered April 2, 2009  
BB1705586 registered September 29, 2010  
BB1356693 registered November 25, 2011  
CA2850839 registered November 1, 2012  
CA3439767 registered November 4, 2013  
CA4813462 registered November 16, 2015  
CA5361498 registered July 21, 2016

Last updated August 12, 2016

## **Preamble**

These bylaws bind the Strata Corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the Strata Corporation and each owner, tenant and occupant and contained covenants on the part of the Strata Corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the Strata Corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the “Act”). For the purposes of these bylaws, “residents” means collectively, owners, tenants and occupants and, unless the context requires otherwise, includes non-resident owners of residential strata lots and owners, tenants and occupants of non-residential strata lots. A “resident” means collectively, an owner, a tenant and an occupant and, unless the context requires otherwise, includes a non-resident owner of a residential strata lot and an owner, tenant and occupant of a non-residential strata lot. The Schedule of Standard Bylaws to the Act does not apply to the Strata Corporation.

The provisions hereof shall be deemed independent and severable and invalidity in whole or part of any bylaw does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion has never been included herein. All residents and visitors must comply strictly with the bylaws and rules of the Strata Corporation.

**Division 1 – Separate Sections and Operations****1. Commercial and Residential Section**

- 1.1 The Owners of all the non residential strata lots shall form a separate section (the "Commercial Section") within the Strata Corporation consisting of all the non residential strata lots in the strata plan.
- 1.2 The Owners of all residential strata lots shall form a separate section (the "Residential Section") within the Strata Corporation consisting of all the residential strata lots in the strata plan.

**2. Operation of Business**

- 2.1 The Strata Corporation, the Council and the Owners of any of the strata lots shall not do any act or thing (including, without limitation, passing any bylaw, rule or regulation of the Strata Corporation) to restrict or impair the use or operation of any business located in any commercial strata lot from being conducted in any manner permitted by the City of Vancouver and in accordance with all other applicable laws, regulations and permits.
- 2.2 The Owners and occupiers of the commercial strata lots will use reasonable efforts to ensure that any business or undertaking carried on by them will not cause a nuisance or disturbance to any Owners or occupier of any of the residential strata lots or any other commercial strata lots, having regard to the nature of the development as a whole.
- 2.3 Any residential strata lot may be rented from time to time.
- 2.4 Prior to possession of a strata lot by a tenant, an Owner or rental agent must deliver to the tenant the current bylaws and rules of the Strata Corporation and a Notice of Tenant's Responsibilities in Form K.
- 2.5 Prior to the move in date or the renting of a strata lot, the Owner as landlord must give the property manager a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the *Strata Property Act* (the "Act").

**3. Operations of Guest Suite 210 (CA5361498 registered July 21, 2016)**

- 3.1 The Strata Corporation may license the use of Strata Lot 5, Suite 210 (the "Guest Suite") to anyone including owners, tenants, or occupants.
- 3.2 All bookings will be arranged through one of the following, as determined by the council from time to time:
  - (a) a third party website that hosts an advertisement for the Strata Corporation; or
  - (b) a third party that manages the rental of the Guest Suite.
- 3.3 An owner, tenant or occupant of the Residential Section who wishes to use the Guest Suite for their visitors must book the Guest Suite in accordance with bylaw 3.2.
- 3.4 The fee for an owner, tenant, or occupant to book the Guest Suite is \$70 per night plus the booking fee, if any, charged by the third party.

- 3.5 An owner who has booked the Guest Suite is responsible for their visitor's and their occupant's visitor's conduct while the visitor is staying at the Guest Suite.
- 3.6 A tenant who has booked the Guest Suite is responsible for their visitor's and their occupant's visitor's conduct while the visitor is staying at the Guest Suite.
- 3.7 Any damage to the Guest Suite, common property or common assets for which a visitor is responsible will be charged back to the owner.
- 3.8 An accounting of the revenue and expenses of the Guest Suite will be provided as part of the strata council meeting minutes.
- 3.9 Except for the Guest Suite, residential strata lots may not be used for any of the following purposes:
  - (a) Commercial; or
  - (b) Licensing of all or part of a strata lot.
- 3.10 The fee for using the Guest Suite for anyone other than an owner, tenant, occupant or visitor of an owner, tenant, or occupant will be determined from time to time by the council. In addition, the council may set a schedule of rental fees for the Guest Suite at various rates, including a high season rate, and a low season rate.
- 3.11 Anyone booking the Guest Suite will be required to enter into a contract on the terms and conditions set by the strata council, from time to time.

## **Division 2 – Duties of Owners, Tenants, Occupants and Visitors**

### **4. Compliance with Bylaws**

- 4.1 Owners, tenants, occupants and visitors shall comply with these Bylaws, and all other Bylaws of the Strata Corporation, and with rules and regulations adopted by the Strata Corporation or either of the separate sections applicable to such Owner from time to time. In addition, all Owners shall ensure that all tenants, occupants, invitees, guests and visitors of and to their strata lot comply with all requirements set forth in these Bylaws.

### **5. Payments of Fees and Special Levies**

- 5.1 Owners must pay strata fees on or before the first day of the month to which the strata fees relate.
- 5.2 Owners must pay special levies on or before the due date or dates noted in the resolution authorizing the special levy.
- 5.3 Owners must pay all rates, taxes, charges and assessments that are payable in respect of their strata lot.
- 5.4 An Owner must provide the Strata Corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the Strata Corporation, dated as of the first

- 5.5 day of each month or, if applicable, written authorization for monthly automatic debit from the Owner's bank account.
- 5.6 Where an Owner fails to pay a strata fee or a special levy by its due date, the outstanding strata fee or special levy will be subject to an interest charge of 20% per annum compounded annually.
- 5.7 In addition to any applicable interest charges, an Owner who fails to provide twelve (12) monthly post-dated strata fee cheques or written authorization for automatic debit, who provides a dishonoured cheque or dishonoured automatic debit, or who fails to pay a special levy on or before its due date will be fined \$50 for each contravention.

## 6. Vehicles and Parking

Except as may otherwise be permitted by regulation of the Strata Corporation, use of vehicles, parking, and use of the garage are regulated as follows:

- 6.1 Private passenger automobiles only shall be parked on common property and these shall be parked in assigned parking stalls only. An Owner of a Strata Lot shall not park and shall not permit any occupant of his or her Strata Lot to park a vehicle anywhere on the property except in the stall which is assigned for his or her exclusive use, except as may be specifically permitted in writing by the Council or by the rules and regulations of the Strata Corporation.
- 6.2 An Owner may sublet any stall assigned for his or her exclusive use, but only to a resident of the building identified to the Council in a resident information form.
- 6.3 Parking stalls shall be kept in a clean and tidy condition by the user and shall not be used for storage or for keeping items which are not specifically permitted by the Council or by regulation. An Owner shall ensure that any vehicle fluid leakage onto his or her assigned stall is promptly cleaned up and after receipt of due notice in that regard, shall not park, nor permit to be parked, the vehicle causing the violation anywhere in the building or on the common property or on any limited common property until after such leakage has been rectified.
- 6.4 All vehicles parked or stored in the building or on the common property or on any limited common property must be insured for third party liability and shall not, in the reasonable opinion of the Council, be derelict. Upon request, an Owner must provide to the Council proof of valid insurance for any vehicle parked in his or her assigned stall. Vehicles having storage insurance only must visibly display a copy of such storage insurance.
- 6.5 An Owner shall not store and shall not permit any occupant of his or her Strata Lot to store in the assigned stall of the Owner any item contrary to a fire regulation or otherwise in the reasonable opinion of the Council poses a fire or other hazard.
- 6.6 The size and placement of all vehicles and other items in the parking stall must be such that they do not cause additional maintenance of the parking area or restrict other occupants from parking and accessing their vehicles. Oversized vehicles must be approved by the Council.
- 6.7 A resident or visitor operating a vehicle in the parking area must activate the vehicle's headlights and not exceed 5 km/hour.

- 6.8 No motor vehicle, trailer, boat or equipment of any kind shall be driven on any part of the common property other than on driveways without prior written approval of the Council.
- 6.9 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.

## 7. Pets and Animals

- 7.1 An Owner, tenant, occupant or visitor must not keep any pets or animals within a strata lot, the common property, common assets or common facilities except in accordance with these Bylaws and all rules of the Strata Corporation.
- 7.2 An Owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured and under control at all times when on the common property or on land that is a common asset, including the elevator. Any animal found uncontrolled or otherwise loose on the common property or on land that is a common asset is subject to immediate removal and delivery to the municipal pound at the animal owner's expense.
- 7.3 Any excrement on common property or on land that is a common asset must be immediately disposed of and the area cleaned. A resident or visitor must ensure that all animals in this building are kept quiet, controlled and clean. No animal is permitted to enter any common area other than the lobby unless the animal is clean and dry. Failure to immediately clean up animal excrement from common property or land that is a common asset is subject to a \$200 fine against the Owner of the strata lot associated with the excreting animal.
- 7.4 Within 30 days of a pet residing on an Owner's strata lot, the Owner must register the pet by providing in writing the name, breed, colour and markings of the pet, a colour photo of the pet, the name and telephone number of the pet owner, and by paying a non-refundable pet registration fee of \$100.00 (one hundred dollars).
- 7.5 A resident must not keep and cannot register any pets or animals within a strata lot other than one or more of the following:
- (a) A reasonable number of small fish or other small aquarium animals in up to 2 non-oversized aquariums;
  - (b) A reasonable number of caged mammals in up to 2 non-oversized mammal cages;
  - (c) Up to 2 caged birds; or
  - (d) Up to 2 cats or up to 2 dogs.
- 7.6 A resident must not harbour and cannot register any exotic pet, including not exhaustively snakes, reptiles, spiders, or large members of the cat family, unless prior permission has been received from the Council.
- 7.7 An Owner must ensure that all pets and animals are kept only in a strata lot, except for ingress and egress. An Owner must inform the Council of any change in information concerning the registration of a pet.

- 7.8 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, common property or on land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or on land that is a common asset.
- 7.9 Any pet or animal not being kept in compliance with the bylaws and rules of the Strata Corporation must be permanently removed from the premises by its owner within 30 days of written notice from the Council. The Council reserves the right to order removal of a pet after receiving a complaint regarding such pet from a resident or visitor.
- 7.10 The Owner must assume all liability for all actions by a pet or animal being kept on that Owner's strata lot, regardless of whether the Owner had knowledge, notice or forewarning of the likelihood of such action.
- 7.11 Any violation of this section is subject to a fine and/or animal removal order against the Owner in accordance with the rules and bylaws of the Strata Corporation. Furthermore, any violation of this section is subject to application for a court order, including an injunction, for which the Owner will be held responsible for all associated costs and expenses incurred by the Strata Corporation to obtain such court order, including legal costs.

## **8. Repair and Maintenance of Property by Owner**

- 8.1 An Owner must repair and maintain the Owners strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- 8.2 An Owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.

## **9. Use of Property**

- 9.1 An Owner, tenant, occupant or visitor must not use a strata lot, the common property, common assets or common facilities in a way that causes a nuisance or hazard to another person, causes unreasonable noise, unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets, common facilities or another strata lot, is illegal, or is contrary to a purpose for which the strata lot or common property, common assets or common facilities are intended as shown expressly or by necessary implication on or by the strata plan.
- 9.2 An Owner, tenant, occupant or visitor must observe the quiet times in the building, which are Sunday through Thursday from 10:00 pm to 7:00 am and are Friday and Saturday from Midnight to 10:00 am.
- 9.3 A resident must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot or on common property. Any expenses incurred by the Strata Corporation to remove such refuse will be charged to the strata lot Owner. Throwing cigarettes over balconies or discarding cigarettes down drains, in planters, in gutters or in any common area is subject to a fine of \$200.00.
- 9.4 An Owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets, common facilities 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.

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- 9.5 An Owner must not permit any act to be done or condition to exist within the Owner's strata lot which causes, or might cause, damage to the common plumbing and electrical systems or wastage or excessive consumption of the common electricity, water or natural gas supplies.
- 9.6 An Owner is responsible for any damage caused by occupants, tenants or visitors to the Owner's strata lot.
- 9.7 An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the Owner's act, omission, negligence or carelessness or by that of an Owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of subsections (1) and (4) to (6), any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the responsible Owner.
- 9.8 An Owner must not use, or permit to be used, the strata lot except as a private dwelling home and, unless granted prior written approval by the Council, an Owner must not allow more than three persons to occupy a strata lot originally designated by the owner developer as a one bedroom unit and not allow more than five persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit. For the purposes of this subsection, a "person" is defined to include children, but excludes visitors staying for less than 30 days with an Owner, occupant or tenant of a strata lot.
- 9.9 An Owner or occupant who alleges hardship as a result of subsection (8) may appeal to the Council for permission to be exempt from subsection (8) on the basis of hardship and the Council must not unreasonably refuse the appeal.
- 9.10 All Owners, tenants, occupants and visitors are responsible for maintaining security within the building, and shall not leave any door or garage gate in the common property open while unattended.
- 9.11 An Owner must comply with all municipal, provincial and federal laws and any bylaw, rule or regulation enacted there under pertaining to the use and condition of that Owner's lot or the common property.
- 9.12 An Owner, tenant, or occupant of a strata lot, and any of their visitors, may: *(BB1356693 registered November 25, 2011)*
- (a) Only use propane or electric barbecues ("Permitted Barbecues");
  - (b) Only use a permitted barbecue on a balcony, terrace, deck or patio;
  - (c) Not use any permitted barbecue or any other cooking device near a building air intake or building ventilation system;
  - (d) Not excessively burn the grills of any permitted barbecue or any other cooking device for cleaning purposes;
  - (e) Not use any permitted barbecue or any other cooking device in a way which contravenes fire regulations.



**10. Access Fobs and video cameras (BB1356693 registered November 25, 2011)**

- 10.1 For the security of the residents and the protection of the common property and personal assets of the residents of BCS 3386 Strata Plan ("BCS 3386"), the strata has installed both of the following security systems:
- (a) Key FOB access system: This system gives secure access to the building as well as individual access to the resident's floor through the elevators and the floors where the amenities are located and to the amenities themselves. As a function of this system, the system monitors and records where the key FOBS are used and the date and time of such use. Reports can be printed of the activity of any particular FOB if this information is required. For more detailed information on the capture and recording of the key FOB access system, please refer to the BCS 3386 Privacy Policy.
  - (b) Video camera system: This system monitors and records the areas where the cameras are located. The video camera system records exterior access points to the building as well as several common areas inside of the building as set out in the privacy policy. For more detailed information on the video camera system, please refer to the BCS 3386 Privacy Policy.
  - (c) Security access fobs and video cameras authorize BCS 3386 to use both the key FOB access system and the video camera system to record and monitor the movement of the key FOBS and the movement of all individuals entering the premises of BCS 3386 subject to the limitations set out in the privacy policy. Both the key FOB entry system recordings and video camera recordings are used to enhance the security of the facilities, as well as for the security of individuals and assets present in the facilities. Such recordings may capture entry and exit times from facilities and may also be used to investigate thefts, security incidents, emergency situations and serious bylaw and rules infractions. In such cases, this information may be shared with appropriate law enforcement agencies and emergency workers upon their written request. Furthermore, where video information reveals evidence of illegal activity, employee misconduct or accidents, or serious bylaw and rule infractions, the recordings may be disclosed to the BCS 3386, enforcement or investigative bodies for further investigations, charges or disciplinary actions.
  - (d) The information captured on both the key FOB access system and the video camera system may also be used and disclosed in accordance with the *Personal Information Protection Act* (PIPA). For further detailed information, please refer to the BCS 3386 Privacy Policy.
- 10.2 An Owner, resident or tenant is not permitted to have more than four (4) access fobs activated per strata lot at any given time.
- 10.3 An Owner, resident or tenant is to report any lost, missing or stolen fob to the property management company within 48-hours.
- 10.4 An Owner, tenant, occupant or visitor must not leave any fob unattended in a vehicle or in any public area where such action may result in a breach of building security as per 9.10 Use of Property.

**11. Storage Lockers and Bicycle Storage**

- 11.1 Bicycles are not permitted to be stored in units or kept on balconies or patios or any other common areas except those designated for bicycle storage.
- 11.2 Bicycles are not permitted to be carried, used or transported above the ground floor level of the building.

11.3 Flammable or explosive substances and hazardous materials are not permitted to be stored on common property, limited common property, common assets or a strata lot.

## **12. Moving In/Out Procedures** (*BB1356693 registered November 25, 2011*)

12.1 Owners must ensure all tenants adhere to the move procedures established in this section. There are two categories of moving procedures: those that are move-ins or move-outs, where an owner or tenant commences or terminates occupation of a unit (referred to as a "Move-in/Move-out"); and those types of arrangements where large or multiple pieces of furniture or equipment are being delivered to or removed from a unit (referred to as an "Extraordinary Move"). Reference in this section to "move" is reference to a Move-in/Move-out and/or an Extraordinary Move as required by the context in which it is used.

12.2 Residents must provide seven (7) days written notice to the Strata Corporation in advance of the date of the Move-in/Move-out. Written notice must be made through the property manager, and in the case of an Extraordinary Move, should include details of such move. (*CA3439767 Registered November 4, 2013*)

12.3 In respect of a Move-in/Move-out, an appointment for a move time must be made with the property manager at least five (5) business days in advance of the move date. Move-ins/Move-outs are restricted to two hour time blocks on the following days and times: Monday to Friday, 9:00 A.M. to 5:00 P.M.; and Saturday, 10 A.M. to 4:00 P.M. Moving is not permitted on Sundays or statutory holidays unless that day is the first or last day of that month.

12.4

(a) In respect of a Move-in to an unfurnished suite, a non-refundable fee of \$300.00 will be levied to the Owner on any move to cover the costs to the Strata Corporation. Such costs include the following: the inspection of the common property before and after the move; installation and removal of the elevator pads before and after the move; locking-off and unlocking the elevator; and the cost to hire staff to monitor the move from start to completion.

(b) In respect of a Move-in to a furnished suite, a non-refundable fee of \$50.00 will be levied against the Owner's strata lot to defray the costs to the Strata Corporation for administration work involved in updating the owner's information i.e. Form K update, pet registration, fob audit. An owner of a "furnished suite" must receive approval from the Strata Council prior to each Move-in/Move-out to confirm that such suite can be approved as a "furnished suite".

12.5 During a move, an Owner must ensure all access doors are not propped open and left ajar. All access doors must remain closed and locked when unattended. All moves are restricted to the front building entrance only. Each and every violation of this section 12.5 will result in a fine of \$200.00 due to the increased risk of a security breach to the building.

12.6 Residents must ensure the elevator doors are not jammed or held open in any manner. The elevator key must be used to lock off the elevator. Wedges or other devices must NEVER be used to hold the door open.

12.7 The Owner of the strata unit is responsible for clean-up of any debris or litter left behind as a result of a move. Any costs to the Strata Corporation for clean-up after a move will be assessed back to the strata unit owner.

- 12.8 When a move has been scheduled it must proceed as planned. To reschedule the date and time, the property manager must receive changes in writing with a minimum 72 hours notice for a Move-in/Move-out. Failure to provide the minimum 72 hours notice will result in a fee of \$100.00 assessed to the strata lot owner. *(CA3439767 Registered November 4, 2013)*
- 12.9 An Extraordinary Move is any deliver or removal of furniture, equipment or the like, that is not considered a Move-in/Move-out, but which may increase the risk of damage to the elevator or common property, or which may persist for more than 30 consecutive minutes, or which may require more than 5 elevator trips within a two-hour period.  
For each Extraordinary Move, the Owner or tenant, as applicable, must comply with this section 12, and ensure that the elevator protection pads are installed during the move, or seek written confirmation from Strata Council that the elevator protection pads are not required. A violation of this section 12.9 is subject to a \$50 fee, which is the reasonable estimate of the pre-determined damages to the elevator and/or the commons property.
- 12.10 Unless otherwise stated, any violation of Bylaw 12 is subject to a fine of up to \$200.00, which will be assessed to the strata lot owner.

### 13. Inform Strata Corporation

- 13.1 Within 2 weeks of becoming an Owner, the Owner must inform the Strata Corporation of the Owner's name, strata lot number and mailing address outside the strata plan, if any, and other information reasonably necessary for the enforcement of the Bylaws of the Strata Corporation and of rules and regulations adopted by the Strata Corporation for either of the separate sections applicable to such Owner from time to time.
- 13.2 On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name and other information reasonably necessary for the enforcement of the Bylaws of the Strata Corporation and of rules and regulations adopted by the Strata Corporation for either of the separate sections applicable to such tenant from time to time.

### 14. Obtain Approval Before Altering a Strata Lot

- 14.1 An Owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves the structure of a building, the exterior of a building, patios, chimneys, stairs, balconies or other things attached to the exterior of the building; doors or windows on the exterior of a building or that front on the common property; fences, railings or similar structures that enclose a patio, balcony or yard; common property located within the boundaries of a strata lot; and/or those parts of the strata lot which the Strata Corporation must insure under section 149 of the *Act*.
- 14.2 The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the Owner submit, in writing, detailed plans and written description of the intended alteration and that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the Strata Corporation for any future costs in connection with the alteration.

- 14.3 Notwithstanding subsection (1), an Owner within a separate section shall not make or cause to be made any structural alteration to his strata lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping, or other services or utilities on his strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the executive of the separate section; provided that the Owners of the commercial strata lot(s) may from time to time and at any time make such changes, additions, improvements, alterations, enlargements, decorations, subtractions from, rearrangements of and subdivisions (collectively called the "Alterations") of the interior of such commercial strata lots which they in their sole discretion may consider necessary or desirable, provided such Alterations do not affect any structural or supporting members of the building, so long as the Owner of the commercial strata lot in question shall not interfere with other strata lot Owners more than is reasonably necessary in the conduct of such Alterations.
- 14.4 The executive of the commercial section must not unreasonably withhold its approval under subsection (3), but may require as a condition of approval that the Owner agree, in writing, to take responsibility for any expenses relating to the Alterations.

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

- 15.1 An Owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- 15.2 An Owner, as part of its application to the Strata Corporation for permission to alter common property, limited common property or common assets, must submit, in writing, detailed plans and description of the intended alteration, and must obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the Council.
- 15.3 The Strata Corporation may arbitrarily withhold its consent and may require as a condition of its approval that the Owner agree, in writing, to certain terms and conditions including, not exhaustively, the following:
- (a) The alteration be done in accordance with the design or plans approved by the Council or its duly authorized representatives;
  - (b) That the standard of work and materials be not less than that of the existing structures;
  - (c) That all work and materials necessary for the alteration be at the sole expense of the Owner, and that the Owner take responsibility for any expenses relating to the alteration;
  - (d) That the Owner from time to time of the strata lot receiving the benefit of the alteration to common property, limited common property or common assets must, for so long as he or she remains the Owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the Strata Corporation as a result, directly or indirectly, of the alteration to common property, limited common property or common assets; and

- (e) That the Owner and any subsequent owner on title who receives the benefit of the alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the Strata Corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the Strata Corporation as the result of such claim or demand will be the responsibility of the Owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the due date of payment of monthly strata fees.

- 15.4 An Owner who has altered common property, limited common property or common assets prior to the passage of this section shall be subject to the content and intent of this section to the extent that any damages suffered or costs incurred by the Strata Corporation as a result, directly or indirectly, of the alteration, must be borne by the Owner who has benefited from the alteration.
- 15.5 An Owner who, subsequent to the passage of this section, alters common property or limited common property without adhering strictly to this section, must restore, at the Owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the Owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation may conduct the restoration, at the expense of the Owner who altered the common property or limited common property. The cost of such restoration shall be added to and become part of the strata fees of that Owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

## 16. Renovations / Alterations

- 16.1 A resident must not permit any construction debris, materials or packaging to be deposited in the Strata Corporation's disposal containers.
- 16.2 An Owner must ensure the elevator is protected with proper wall pads and floor coverings for any deliveries of construction materials made through the elevator.
- 16.3 During renovations or alterations, an Owner must ensure:
- (a) Drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping;
  - (b) Stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the Council) and the residential corridor thoroughly vacuumed daily; and
  - (c) Hard surface floors being newly installed must be installed using the following specifications:
    - (i) Underlay (sound deadening material) under hardwood flooring must be at least 3.5 mm thick and possess a STC (sound transmission class) rating > 50 and an IIC > 60;
    - (ii) The Council requires proof of purchase and the STC and IIC ratings for the above underlay materials in order to approve the Owner's application for the installation of hardwood flooring; and
    - (iii) Ceramic tile flooring must be installed with sound deadening underlay material and details of this material must be submitted to the Council in order to approve the Owner's application for installation of ceramic flooring.

- 16.4 An Owner must ensure the hours of work are restricted to 9:00 a.m. to 5:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. Saturdays. An Owner must not conduct work or permit work to be conducted on Sundays or statutory holidays. The Owner must provide to the Council a refundable \$200 damage and cleaning deposit prior to the commencement of work.
- 16.5 An Owner must be in attendance for all SIGNIFICANT renovations/alterations, the determination of SIGNIFICANT being in the discretion of the Council.
- 16.6 An Owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.
- 16.7 An Owner in contravention of any of this section shall be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

## **17. Permit Entry to a Strata Lot**

- 17.1 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 48 hours' written notice, 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 section 149 of the *Act*; or to ensure a resident's compliance with the *Act* or with the bylaws and rules of the Strata Corporation.
- 17.2 The notice referred to in subsection 17.1(b) must include the date and approximate time of entry, and the reason for entry.
- 17.3 If forced entry to a strata lot occurs due to required emergency access and the inability to contact the Owner, the Owner shall be responsible for all costs of forced entry incurred by the Strata Corporation.

## **18. Children and Supervision**

- 18.1 Residents are responsible for the conduct of visitors and children residing in their strata lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the Council, that will not disturb the quiet enjoyment of others.
- 18.2 Residents are responsible to assume liability for and properly supervise activities of children including, but not exhaustively, bicycling, skateboarding and hockey.

## **19. Miscellaneous Duties of Owners, Tenants, Occupants, and Visitors**

- 19.1 Smoking is not permitted in any common area or on land that is a common property, including, but not exhaustively, in the lobby, hallways, stairways, elevator and parking areas.
- 19.2 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.

- 19.3 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.
- 19.4 Except as permitted by these Bylaws, an Owner or resident must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the Council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 19.5 A resident may post notices on the designated bulletin board, subject to being removed by the Council if deemed inappropriate or posted for in excess of one week. All notices must display the date on which the notice was originally posted.
- 19.6 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking. Any fire department fees will be billed to the appropriate unit Owner.
- 19.7 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
- 19.8 A resident must ensure that window coverings visible from the outside of the building are similar in size and colour to the original blinds provided by the Developer, unless written approval has been obtained from the Council for any other size or colour.
- 19.9 A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so as to be visible from the outside of the building.
- 19.10 *(BB1356693 registered November 25, 2011)*  
A resident must not display, install, or erect, either permanently or temporarily, on limited common property, common property, or land that is a common asset, the following:
- (a) Poles, clotheslines, racks, storage sheds or similar structures that are visible at street level or create an eyesore; or
  - (b) Unless approved by Council in writing, any item or structure that increases the risk of injury to any person or damage to any property.
- Notwithstanding the foregoing, residents shall be permitted to place on the limited common property balconies or patio areas free standing, self-contained planter boxes or containers, summer or patio furniture and accessories, and other similar items that do not create an eyesore, as reasonably determined by Council.
- 19.11 An Owner must ensure that Christmas lights are installed only between December 1st and January 15th of the following year.
- 19.12 An Owner must obtain prior written approval from the Council before installing a satellite dish on their strata lot.

**Division 3 – Powers and Duties of Strata Corporation and Separate Sections****20. Repair and Maintenance of Property by Strata Corporation**

20.1 The Strata Corporation must repair and maintain all of the following:

- (a) Common assets and common facilities 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; and
  - (ii) The following, no matter how often the repair or maintenance ordinarily occurs:
    - (A) The structure of a building;
    - (B) The exterior of a building;
    - (C) Chimneys, stairs, balconies, patios, yards, decks and other things attached to or adjoining the exterior of a building;
    - (D) Doors and windows on the exterior of a building or that front on the common property;
    - (E) Fences, railings and similar structures that enclose patios, balconies, patios, yards and decks;
    - (F) All parking stalls;

and the Council shall repair and maintain all such property in a first class and attractive condition.

- (d) A strata lot, but the duty to repair and maintain it is restricted to:
  - (i) The structure of a building;
  - (ii) The exterior of a building;
  - (iii) Chimneys, stairs, balconies, patios, yards, decks and other things attached to or adjoining the exterior of a building;
  - (iv) Doors and windows on the exterior of a building or that front on the common property;
  - (v) Fences, railings and similar structures that enclose patios and balconies;

and the Council shall repair and maintain all such property in a first class and attractive condition; provided that such duties to repair and maintain shall specifically exclude those properties *which are limited common property reserved for the use of either separate section* and that are to be managed, controlled and administered by either separate section, as described below.

**21. Management Duties of Strata Corporation**

21.1 The Strata Corporation shall:

- (a) Control, manage and administer the common property (excluding limited common property appurtenant to either separate section and common property to be controlled, managed and administered by either separate section, as described below), common facilities or other assets of the Strata Corporation for the benefit of all Owners;
- (b) On the written request of an Owner or mortgagee of a strata lot, produce to him or a person authorized in writing by him the insurance policies effected by the Strata Corporation and the receipt for the last premiums;



- (c) Where an Owner's interest is subject to a registered mortgage which entitles the mortgagee to receive notice of all meetings, minutes, financial statements and documents of a similar nature of the Strata Corporation, upon the request of the mortgagee, deliver such notices to the mortgagee at such address as the mortgagee shall specify in writing;
- (d) Collect and receive all contributions toward the common expenses levied by the Strata Corporation and paid by the Owners, and deposit the same with a chartered bank or trust company or credit union or financial institution established by the government; and
- (e) Pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the Strata Corporation.

## 22. Powers of Strata Corporation

22.1 Subject to the provision of the *Strata Property Act* and Sections 15 and 42 below, the Strata Corporation may:

- (a) Purchase, hire or otherwise acquire personal property for use by Owners in connection with their enjoyment of common property (excluding limited common property appurtenant to a separate section and common property to be controlled, managed and administered by either separate section), common facilities or other assets of the Strata Corporation;
- (b) Borrow money required by it in the performance of its duties or the exercise of its powers, including arranging an operating line of credit, on terms and at rates of interest which are consistent with prudent business practices, and for the purchase of any common assets or a common strata lot;
- (c) Secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
- (d) Invest as it may determine in separate accounts money in the fund for administrative expenses or in the contingency reserve fund;
- (e) Make an agreement with an Owner or occupier of a strata lot for the provision of amenities or services by it to the strata lot or to the Owner or occupier;
- (f) Grant an Owner the right to exclusive use and enjoyment of common property (excluding common property to be controlled, managed and administered by either separate section), or special privileges in respect thereto, the grant to be determinable on reasonable notice, unless the Strata Corporation by unanimous resolution otherwise resolves;
- (g) Designate by special resolution an area as limited common property and specify the strata lots that are to have the use of the limited common property;
- (h) Make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the common property (excluding limited common property appurtenant to a separate section and common property to be controlled, managed and administered by either separate section), common facilities or other assets of the Strata Corporation;
- (i) Do all things necessary for the enforcement of the bylaws and the rules and regulations of the Strata Corporation, and for the control, management and administration of the common property (excluding limited common property appurtenant to a separate section and common property to be controlled, managed, and administered by each separate section), common facilities or other assets of the Strata Corporation, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the bylaws, rules or regulations;

- (j) Determine the levy for the contingency reserve fund which shall be not less than 5% of the total annual budget, until the reserve reaches an amount that the Council considers sufficient having regard to the type of buildings in the strata plan, and thereafter raise further amounts of replacements of funds from time to time and over a period of time as the Council thinks fit;
- (k) Set up and maintain separate contingency reserve funds for each of the separate sections to be assessed and used as is the contingency reserve fund for the Strata Corporation, but in respect of the limited common property of the relevant separate section, such funds to be separately accounted for; with all interest to accrue to the relevant fund, but such funds need not necessarily be deposited to separate accounts; and
- (l) Join any organization serving the interests of Strata Corporations and assess the membership fee in the organization as part of the common expenses.

### 23. Repair and Maintenance of Property by Separate Sections

- 23.1 Each separate section of the Strata Corporation shall repair and maintain the following:
- (a) Common assets of the Strata Corporation that are for the exclusive use of such separate section, if any;
  - (b) Limited common property *designated for the exclusive use of such separate section*, 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; and
    - (ii) The following, no matter how often the repair or maintenance ordinarily occurs:
      - (A) The structure of a building;
      - (B) The exterior of a building;
      - (C) Chimneys, stairs, balconies and other things attached to the exterior of a building;
      - (D) Doors and windows on the exterior of a building or that front on the common property;
      - (E) Fences, railings and similar structures that enclose patios, balconies and yards;
- 23.2 Each separate section shall maintain all areas common to the separate sections, both internal and external, including storage areas, public halls, and appurtenant common areas and lobby areas.
- 23.3 Each separate section shall maintain and repair (including renewal where reasonably necessary), pipes, wires, cables, chutes and ducts for the time being existing in such separate section of the strata development and solely being used in connection with the enjoyment of:
- (a) Common property to be controlled, managed and administered by the separate section as described below;
  - (b) More than one strata lot where all such strata lots are within the separate section; or
  - (c) The limited common property designated for exclusive use of the separate section.

### 24. Management Duties of Separate Sections

- 24.1 Each separate section shall:
- (a) Remit to the Strata Corporation all contributions toward the common expenses levied by the Strata Corporation; and
  - (b) Pay to the Strata Corporation all sums of money properly required to be paid on account of all repair, maintenance, services, supplies and assessments pertaining to the separate section.

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**25. Powers of Separate Sections**

- 25.1 Subject to the provision of the *Strata Property Act* and Section 53 (Display Lot) below, each separate section of the Strata Corporation may:
- (a) Purchase, hire or otherwise acquire personal property for use by Owners in the separate section in connection with their enjoyment of the limited common property appurtenant to, and common property to be controlled, managed and administered by the separate section as described below, facilities common to the separate section or other assets of the separate section;
  - (b) Make an agreement with an Owner or occupier of a strata lot within the separate section for the provision of amenities or services by it to the strata lot or to the Owner or occupiers thereof;
  - (c) Grant to an Owner within the separate section the right to exclusive use and enjoyment of limited common property appurtenant to or common property relevant to the separate section or special privileges in respect thereof, the grant to be determinable on reasonable notice, unless the Strata Corporation by unanimous resolution otherwise resolves;
  - (d) Make such rules and regulations as it may consider necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the limited common property appurtenant to and common property relevant to the separate section and common property, facilities common to the separate section, or other assets of the separate section; and
  - (e) Do all things necessary for the enforcement of the rules and regulations of the separate section, and for the control, management and administration of the limited common property appurtenant to and common property relevant to the separate section, facilities common to the separate section, or other assets of the separate section, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the bylaws, rules or regulations.
- 25.2 Any resolutions passed by the Strata Corporation, the Council or the executive council of a separate section shall clearly state the particular strata lots or common property or limited common property to which such resolution applies and resolutions made by the executive of a separate section shall apply only to the strata lots within, and limited common property appurtenant to, and common property to be controlled, managed or administered by, that separate section.
- 25.3 Each of the Commercial Section and the Residential Section shall control, manage and administer such portions of the common property as may reasonably be considered to be intended for the use of such separate section and without limiting the generality of the foregoing, such portions of the common property for which expenses will be allocated to such separate section. In connection with the control, management and administration granted by these Bylaws, each separate section shall be entitled to restrict the use and access to the common property of each separate section by the Owners of the other separate section.

**Division 4 – Council and Executive of Separate Sections****26. Council Size**

- 26.1 Subject to subsection (2), the Council must have at least 3 and not more than 7 members.
- 26.2 If the strata plan has fewer than 4 strata lots or the Strata Corporation has fewer than 4 Owners all the Owners are on the Council.

**27. Executive of Separate Sections**

- 27.1 The executive of each separate section shall be elected at the first annual general meeting of the Owners called by the owner developer pursuant to the requirements of the *Strata Property Act* then thereafter at each general meeting of the separate section called by the executive in accordance with sections 47 (Person to chair meeting) and 48 (Participation by other than eligible voters).
- 27.2 The executive of each separate section shall be elected by the Owners within that separate section, shall consist of not less than 2 or more than 6 persons, shall have a chairman and a vice-chairman and shall conduct its affairs in the same manner as the Council is required to conduct its affairs pursuant to the *Strata Property Act* and these Bylaws. Where there are less than 4 strata lots or less than 4 Owners in a separate section, the executive of that separate section shall consist of all Owners within that separate section.
- 27.3 The developer shall exercise the powers and duties of the executive of each separate section until an executive is elected by the Owners within the separate section.
- 27.4 The powers and duties of a separate section shall, subject to any restriction imposed or any direction given at a general meeting of the separate section, be exercised and performed by the executive of the separate section and the members of the separate section may pursuant to these Bylaws elect an executive, call and hold meetings and pass resolutions in the same manner as the Strata Corporation provided that the Strata Corporation shall have the right, by a resolution of 75% of Owners entitled to vote at an annual or special general meeting, to overrule a decision of the executive of a separate section which relates to common property, common assets or common facilities of the Strata Corporation.

**28. Council Eligibility**

- 28.1 An Owner or the spouse of an owner may stand for Council, but not both.
- 28.2 No person may stand for Council or continue to be on Council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the *Act*.
- 28.3 No person may stand for Council or continue to be on Council with respect to a strata lot if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules of the Strata Corporation for which the Owner is responsible under section 131 of the *Act*.

## 29. Council Members' Terms

- 29.1 The term of office of a Council Member ends at the end of the annual general meeting at which a replacement is elected.
- 29.2 A person whose term as Council Member is ending is eligible for re-election.

## 30. Removing Council Member

- 30.1 Unless all Owners are on the Council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special meeting, remove one or more Council Members. The Strata Corporation must pass a separate resolution for each council member to be removed.
- 30.2 After removing a Council Member, if the remaining members of Council do not appoint a replacement council member for the remainder of the term, then the Strata Corporation must hold an election at the same annual or special general meeting to replace the Council Member for the remainder of the term.
- 30.3 If the Strata Corporation removes all of the council members, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by these Bylaws of the Strata Corporation for the remainder of the term.
- 30.4 The Council may appoint the remaining council members necessary to achieve a quorum for the Strata Corporation, even if the absence of the members being replaced leaves the Council without a quorum.
- 30.5 A replacement council member appointed pursuant to this section may be appointed from any person eligible to sit on Council.

## 31. Replacing a Council Member

- 31.1 The office of a Council Member shall be vacated:
- (a) If (s)he becomes insolvent or defaults in payment of any installments of contributions levied or payments required to be made by him/her as an Owner as herein set forth and fails to rectify such default within thirty (30) days following receipt of notice thereof from the Council;
  - (b) If (s)he becomes, in the opinion of the other Council Members, of unsound mind or mentally incompetent, or dies;
  - (c) If (s)he is convicted of an indictable offence for which (s)he is liable to imprisonment for a term of more than one (1) year;
  - (d) If (s)he resigns his/her office in writing, under his/her hand, sent to or left at the registered office of the Strata Corporation;
  - (e) If (s)he is absent from three (3) consecutive duly called meetings of the Council without prior written approval of the Council and a majority of the remaining members of the Council resolve that his/her office be vacated;
  - (f) In the case of a company which has nominated a member to the Council, if the company shall become bankrupt or make an assignment for the benefit of creditors or if proceedings are commenced to wind up the company, otherwise than for the purposes of amalgamation or reconstruction; or
  - (g) (S)he ceases to qualify for membership pursuant to these Bylaws.

At each annual general meeting of the Strata Corporation the Council Members whose terms have expired shall retire from office and the Strata Corporation shall elect new Council Members to fill the vacancy created by the retiring Council Members. A retiring member of the Council shall be eligible for re-election.

31.2 In the event that the office of a Council Member shall be vacated pursuant to subsection (1), the remaining Council Members may appoint a replacement Council Member for the remainder of the replaced person's term.

31.3 A replacement Council Member may be appointed from any person eligible to sit on the Council.

31.4 The Council may appoint a Council Member under this section even if the absence of the member being replaced leaves the Council without a quorum.

31.5 If all the Council Members resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new Council by complying with the provisions of the *Act*, the regulations and the bylaws respecting the calling and holding of meetings.

## 32. Officers

32.1 At the first meeting of the Council and at each meeting held after an Annual General Meeting of the Strata Corporation, the Council shall elect from among its members a President, a Vice-president, a Secretary and a Treasurer.

32.2 A person may hold more than one office at a time, other than the offices of President and Vice-president.

32.3 The President is responsible for carrying out the acts and resolutions of the Council and for day to day execution of the business of the Strata Corporation.

32.4 The Vice-president is responsible for carrying out the acts and resolutions of the Council, and for the execution of the business of the Strata Corporation as directed by the President, and in the absence of the President the Vice-president shall assume the roles and functions of the President.

32.5 The Secretary is responsible for recording and maintaining all minutes of the Council, and all correspondence including newsletters/notices of the Strata Corporation.

32.6 The Treasurer is responsible for receiving all monies paid to the Strata Corporation and depositing same, and for properly accounting for the funds of the Strata Corporation, including preparing a full and detailed accounting of receipts and disbursements of the Strata Corporation when directed to do so by the Council. The Treasurer should also prepare an annual budget for the forthcoming year for submission to and approval by the Council and shall arrange to distribute a copy of the approved budget to each Owner prior to presentation at the annual general meeting. The Treasurer shall also work with the accountants to arrange for the auditing and financial statement preparation for the most recently completed fiscal year of the Strata Corporation for presentation at the annual general meeting.

32.7 In addition to the foregoing, any additional duties of the officers of the Council shall be as determined by the Council from time to time. All conflicts or potential conflicts of interest regarding a member of the Council and the Strata Corporation shall be disclosed by the member immediately upon his becoming aware of such conflict. The Secretary or Treasurer may, on resolution of the Council, allow the Manager to carry out their duties provided that the Secretary or Treasurer; as the case may be, supervises those duties of the Property Manager. Compensation, if any, for any officer or employee of the Strata Corporation shall be determined and fixed by the Council.

- 32.8 If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Council Members may appoint a replacement officer from among themselves for the remainder of the replaced person's term.

### 33. Calling Council Meetings

- 33.1 Any Council Member may call a Council meeting by giving the other Council Members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 33.2 The notice does not have to be in writing.
- 33.3 A Council meeting may be held on less than one week's notice if:
- (a) All Council Members consent in advance of the meeting; or
  - (b) The meeting is required to deal with an emergency situation, and all Council Members either:
    - (i) Consent in advance of the meeting; or
    - (ii) Are unavailable to provide consent after reasonable attempts to contact them.
- 33.4 The Council must inform Owners about a Council meeting as soon as possible after the meeting has been called.

### 34. Requisition of Council Hearing on Complaint

- 34.1 Upon receipt of a complaint of a contravention of a bylaw or rule by an Owner or tenant, the Strata Corporation shall comply with Section 135 of the *Strata Property Act*.
- 34.2 If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant within 2 weeks of the request.
- 34.3 If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within 2 weeks of the hearing.

### 35. Quorum of Council

- 35.1 A quorum of the Council is:
- (a) One, if the Council consists of one member;
  - (b) Two, if the Council consists of 2, 3, or 4 members;
  - (c) Three, if the Council consists of 5 or 6 members; and
  - (d) Four, if the Council consists of 7 members
- 35.2 Council Members must be present in person at the Council meeting to be counted in establishing quorum.

### 36. Council Meetings

- 36.1 At the option of the Council, Council meetings may be held by electronic means, so long as all Council Members and other participants can communicate with each other.
- 36.2 If a Council meeting is held by electronic means, Council Members are deemed to be present in person.

36.3 Owners may attend Council meetings as observers.

36.4 Despite subsection (3), no observers may attend those portions of Council meetings that deal with any of the following:

- (a) Bylaw contravention hearings under section 135 of the *Act*;
- (b) Rental restriction bylaw exemption hearings under section 144 of the *Act*;
- (c) Any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

## **37. Voting at Council Meetings**

37.1 At Council meetings, decisions must be made by a majority of Council Members present in person at the meeting.

37.2 Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a Council meeting, the President may break the tie by casting a second, deciding vote.

37.3 The results of all votes at a Council meeting must be recorded in the Council meeting minutes, along with the names of the Council Members moving and seconding any resolutions, and the names of any dissenting or abstaining Council Members.

## **38. Council to Inform Owners of Minutes**

38.1 The Council must inform Owners of the minutes of all Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

## **39. Keeping of Records**

39.1 The Council shall prepare and retain copies of all documents required to be kept by the Strata Corporation pursuant to section 35 of the *Strata Property Act*.

39.2 The executive of each separate section shall prepare and retain copies of all documents required to be kept by the Strata Corporation (as are appurtenant to the separate section) pursuant to section 35 of the *Strata Property Act*.

## **40. Access to Records**

40.1 The Strata Corporation shall, on request, make available for inspection and provide copies of the records and documents required to be kept pursuant to section 35 of the *Strata Property Act*, to the parties and within the time frame and on the terms and conditions set out in section 36 of the *Strata Property Act*.

40.2 The executive of the separate sections shall, on request, make available for inspection and provide copies of the records and documents appurtenant to the separate section; that are required to be kept pursuant to section 35 of the *Strata Property Act*, to the parties and within the time frame and on the terms and conditions set out in section 36 of the *Strata Property Act*.



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

- 41.1 Subject to subsections (2) to (4), the Council may delegate some or all of its powers and duties to one or more Council Members or persons who are not members of the Council, and may revoke the delegation.
- 41.2 The 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; or
  - (b) Delegates the general authority to make expenditures in accordance with subsection (3).
- 41.3 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.
- 41.4 The 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; or
  - (c) Whether a person should be denied access to a recreational facility.

## **42. Spending Restrictions**

- 42.1 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.
- 42.2 Despite subsection (1), a 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.

## **43. Limitation on Liability of Council Member**

- 43.1 All acts done in good faith by the Council are, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any Council Member, as valid as if the Council Member had been duly appointed or had duly continued in office.
- 43.2 A resolution of the Council in writing and signed by all of the Council Members shall have the same effect as a resolution passed at a meeting of the Council duly convened and held.
- 43.3 Every Council Member and their personal representatives and estate shall from time to time and at all times be indemnified and saved harmless out of the funds of the Strata Corporation from and against all costs, charges, losses and expenses whatsoever which such member may incur or become liable for by reason of any contract entered into or act or thing whatsoever made, done or permitted by him, as a Council Member; or in any way in the discharge of his duties, except such costs, charges, losses and expenses as are occasioned by his own dishonesty, loss, default or fraud.

## 44. Limitation on Liability of Member of Executive of Separate Sections

44.1 As to the executive of each separate section:

- (a) All acts done in good faith by the executive are, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any member of the executive, as valid as if the member had been duly appointed or had duly continued in office;
- (b) A resolution of the executive in writing and signed by all of the members shall have the same effect as a resolution passed at a meeting of the executive duly convened and held;
- (c) Every member of the executive and their personal representatives and estate shall from time to time and at all times be indemnified and saved harmless out of the funds of the Strata Corporation from and against all costs, charges, losses and expenses whatsoever which such member may incur or become liable for by reason of any contract entered into or act or thing whatsoever made, done or permitted by him, as a member of the executive, or in any way in the discharge of his duties, except such costs, charges, losses and expenses as are occasioned by his own dishonesty, willful default or fraud.

## Division 5 – Enforcement of Bylaws and Rules

### 45. Enforcement and Fines

45.1 The Strata Corporation may fine an Owner or tenant a maximum of:

- (a) \$200 for each contravention of a bylaw; and
- (b) \$50 for each contravention of a rule.

### 46. Continuing Contravention

46.1 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

## Division 6 – Annual and Special General Meetings

### 47. Person to Chair Meeting

47.1 Annual and special general meetings of the Strata Corporation must be chaired by the President of the Council.

47.2 If the President of the Council is unwilling or unable to act, the meeting must be chaired by the Vice-president of the Council.

47.3 If neither the President nor the Vice-president of the Council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

47.4 If at the time of an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 47.4 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting. (CA4813462 registered November 16, 2015)

## 48. Participation by Other than Eligible Voters

48.1 Tenants other than guests in a Unit within the Rental Pool may attend annual and special general meetings, whether or not they are eligible to vote.

48.2 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.

48.3 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.

## 49. Voting

49.1 At any annual or special general meeting, a resolution shall be decided on a show of hands unless a poll is demanded by a person entitled to vote present in person or by proxy, and unless a poll is so demanded a declaration by the chairperson that a resolution has on the show of hands been carried is conclusive proof of the number or proportion of votes recorded in favour of or against such resolution. Demand for a poll may be withdrawn.

49.2 A poll, if demanded, shall be taken in such manner as the chairperson thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

49.3 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.

49.4 In the case of equality in the votes, whether on a show of hands or a poll, the chair of the general meeting is not entitled to a casting vote in addition to his original vote.

49.5 On a show of hands, each person entitled to vote shall have one (1) vote for each Unit owned by him; on a poll, the votes of persons entitled to vote shall correspond with the Schedule of Voting Rights for their respective Units. Except for those matters requiring a special resolution or a unanimous resolution pursuant to the *Strata Property Act* or these Bylaws, all matters shall be determined by a simple majority vote.

49.6 On a show of hands or in a poll, votes may be given either personally or by proxy and, on a show of hands, the person entitled to vote may indicate that (s)he is showing hands with respect to a number of votes, provided that his/her proxy is in order, and the votes shall be so counted. An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, and may be either general or for a particular meeting, but a proxy need not be an Owner or mortgagee.

- 49.7 If any Unit has more than one (1) registered Owner, being joint tenants or tenants in common, as the case may be ("Co-Owners"), they may vote by proxy, and in the case of joint tenants such proxy must be jointly appointed by them. In the absence of such proxy, Co-Owners are not entitled to vote separately on a show of hands (i.e. only one (1) Co-Owner shall be entitled to vote on a show of hands). A Co-Owner may demand that a poll be taken on any particular vote at all general meetings of the Owners. On any such poll, each Co-Owner is entitled to such part of the vote applicable to their respective Unit as is proportionate to his interest in the Unit. The proxy (if any) of a Co-Owner on a poll shall have the number of votes proportionate to the interests in that Unit of the Co-Owner who appointed the proxy.
- 49.8 Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll, and this clause is applicable whether or not the *Act* requires the unanimous resolution of Owners.
- 49.9 Where an Owner is a trustee, (s)he shall exercise the voting rights in respect of the Unit to the exclusion of persons beneficially interested in the trust, and those persons shall not be entitled to vote.

## 50. Order of Business

- 50.1 The order of business at annual and special general meetings is as follows:
- (a) Certify proxies and corporate representatives and issue voting cards;
  - (b) Determine that there is a quorum;
  - (c) Elect a person to chair the meeting, if necessary;
  - (d) Present to the meeting proof of notice of meeting or waiver of notice;
  - (e) Approve the agenda;
  - (f) Approve minutes from the last annual or special general meeting;
  - (g) Deal with unfinished business;
  - (h) Receive reports of Council activities and decisions (or those of the executive of the separate section, as the case may be) since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
  - (i) Ratify any new rules made by the Strata Corporation under section 125 of the *Act*;
  - (j) Report on insurance coverage in accordance with section 154 of the *Strata Property Act*, if the meeting is an annual general meeting;
  - (k) Approve the budget for the coming year in accordance with section 103 of the *Act*, if the meeting is an annual general meeting;
  - (l) Deal with new business, including any matters about which notice has been given under section 45 of the *Act*;
  - (m) Elect a Council (or executive of the separate section, as the case may be), if the meeting is an annual general meeting; and
  - (n) Terminate the meeting.

## Division 7 – Voluntary Dispute Resolution

### 51. Voluntary Dispute Resolution

51.1 A dispute among Owners, tenants, the Strata Corporation, the separate sections, 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.

51.2 A dispute resolution committee consists of:

- (a) One Owner or tenant of the Strata Corporation nominated by each of the disputing parties and one 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.

51.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### 52. Small Claims Court Proceedings

52.1 The Strata Corporation may proceed under the *Small Claims Act*, without further authorization by the Owners, to recover from an Owner or other person, by an action in debt in Small Claims Court, money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the Strata Corporation is required to expend as a result of the Owner's act, omission, negligence or carelessness or by that of an Owner's visitors, occupants, guests, employees, agents, tenants or a member of the Owner's family.

## Division 8 – Marketing Activities by Owner Developer

### 53. Display Lot

53.1 Without limiting the generality of the foregoing, the Owner Developer shall have the right, so long as it owns any unsold strata lots or undeveloped phases, to maintain and use its unsold strata lots, the common areas and the common strata lot as display units and sales offices and to carry out such sales functions as the Owner Developer deems necessary or desirable to enable the sale and marketing of all strata lots in the development, including:

- (a) Erecting and placing directional, location and advertising signage on the strata lots owned by the Owner Developer and on the common property;
- (b) Encouraging and allowing prospective purchasers to view the strata lots owned by the Owner Developer and all common property; and
- (c) Erecting and maintaining a sales trailer, placards, flags and other like items for marketing, sales and advertising on the common property of the development which shall be removed at the Owner Developer's expense once all strata lots have been sold by the Owner Developer.

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- 53.2 In order to allow the Owner Developer of the strata lots and Strata Corporation to market and sell any strata lots owned by the Owner Developer, the Owner Developer may, until the last strata lot of the last phase has been sold by the Owner Developer:
- (a) Allow the project to remain open during regular sales hours including weekends so as to allow prospective purchasers reasonable and unimpeded access to any strata lot owned by the Owner Developer and access to the common property and facilities of the development; and
  - (b) Have unimpeded access for the Owner Developer, its sales staff, agents and prospective purchasers to the common property and common facilities of the development.

## **54. Advertising**

- 54.1 No owners other than the Owner Developer may place signs advertising their strata lot for sale until such time as all of the strata lots within the separate section have been sold by the Owner Developer.
- 54.2 No owners other than the Owner Developer may display a real estate sign in a strata lot or on the common property except in the location approved by the Strata Corporation for real estate signs.