

**EPS 2381
HYDE PARK**



BYLAWS

**STRATA PLAN EPS 2381
HYDE PARK BYLAWS**

Amendments:

Registration:	December 21, 2016	CA5729619
Registration:	December 12, 2018	CA7246333
Registration:	December 9, 2019	CA7917678

Disclaimer: This document is being provided as part of the Strata Corporation records. Viewers are cautioned that official registered documents are available in the Land Title Office and shall be considered the true and official document.

TABLE OF CONTENTS

DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS.....	1
1. Compliance with bylaws and rules	1
2. Payment of strata fees and special levies	1
3. Repair and maintenance of property by owner	2
4. Use of property	2
5. Pets and animals	4
6. Inform strata corporation	5
7. Permit entry to strata lot	5
ALTERATIONS TO A STRATA LOT, COMMON PROPERTY OR LIMITED COMMON PROPERTY	6
8. Approval for alterations to a strata lot, limited common property or common property	6
9. Conduct of Alterations.....	8
POWERS AND DUTIES OF STRATA CORPORATION.....	9
10. Repair and maintenance of property by strata corporation	9
STRATA COUNCIL	10
11. Strata council size.....	10
12. Strata council eligibility.....	10
13. Strata council members' terms.....	10
14. Removing strata council member.....	10
15. Replacing strata council member	11
16. Officers	11
17. Calling strata council meetings.....	11
18. Quorum of strata council	12
19. Strata council meetings.....	12
20. Voting at strata council meetings	13
21. Strata council to inform owners of minutes.....	13
22. Delegation of strata council's powers and duties.....	14
23. Restrictions on Council Members.....	14
24. Limitation on liability of strata council member	15
ENFORCEMENT OF BYLAWS AND RULES.....	15
25. Fines.....	15
26. Continuing contravention	16
ANNUAL AND SPECIAL GENERAL MEETINGS	16
27. Quorum of meeting	16
28. Person to chair meeting	16

29.	Participation by other than eligible voters	16
30.	Voting	16
31.	Order of business.....	17
SMALL CLAIMS COURT PROCEEDINGS		18
32.	Authorization to proceed	18
MARKETING ACTIVITIES BY OWNERS		18
33.	Sale or rental of a strata lot	18
INSURANCE AND RESPONSIBILITY		18
34.	Insuring against major perils	18
35.	Responsibility of Owners.....	18
36.	Resident Responsibility for Children and Visitors	19
PARKING AND STORAGE		20
37.	Parking	20
GARBAGE AND RECYCLING		21
38.	Refuse	21
RENTAL OF STRATA LOTS.....		21
39.	Form K.....	21
MISCELLANEOUS.....		21
40.	Miscellaneous	21
41.	Clubhouse.....	23
42.	Exemption from Bylaws and Rules.....	23
43.	No Smoking	23
44.	Privacy.....	23

**HYDE PARK
Strata Plan EPS 2381
BYLAWS**

Definitions

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:

- (a) “**alteration**” includes, but is not limited to, the replacement of an existing item, whether or not the replacement is identical to the item being replaced, the affixing of an item to a wall, floor or ceiling, such as a nail or other similar material, and the placing of an item that is kept in place by its own weight, even if such item can be removed without damage to a strata lot, the common property, limited common property, or a common asset;
- (b) “**common property**” includes, but is not limited to, limited common property, unless specifically stated to be otherwise in these bylaws;
- (c) “**residents**” means collectively, owners, tenants and occupants and “**a resident**” means collectively, an owner, a tenant and an occupant;
- (d) “**strata council**” means council as required under the Act;
- (e) “**strata council majority vote**” means a vote in favour of a strata council resolution by more than ½ of the votes cast by strata council members who are present in person at the time the vote is taken and who have not abstained from voting;
- (f) “**strata insurance**” means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws.
- (g) The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1. Compliance with bylaws and rules

- 1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

2. Payment of strata fees and special levies

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually;

- 2.3 An owner must provide the strata corporation or its agent with
- (a) a cheque for strata fees on or before the first day of the month to which the strata fees relate;
 - (b) twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month; or
 - (c) if applicable, written authorization for monthly automatic debit from the owner's bank account.

2.4 Each dishonoured cheque or dishonoured automatic debit will be subject to an administration charge of \$25.00.

2.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

2.6 Where an owner fails to pay a special levy in accordance with bylaw 2.5, the outstanding special levy contributions will be subject to an interest charge of 10% per annum, compounded annually; and

3. Repair and maintenance of property by owner

3.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws. In addition to and without limiting this bylaw 3.1, an owner must:

- (a) repair and maintain anything located within the owner's strata lot, except for common property or anything that is otherwise the responsibility of the strata corporation to repair and maintain under these bylaws; and
- (b) not allow a strata lot to become unsanitary.

3.2 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.

3.3 Despite bylaw 10.1(c) and without limiting bylaw 3.2, an owner who has the use of a balcony, patio or roof deck that is designated as limited common property for the exclusive use of their strata lot is responsible for all regular maintenance of such balcony, patio or roof deck (including the cleaning of the surface of the balcony, patio or roof deck and associated railings, as well as the removal of debris from any associated drains).

4. Use of property

4.1 A resident or visitor must 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 otherwise contrary to any provisions, rules, regulations or ordinances of any statute or municipal bylaw, whether federal, provincial or municipal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 4.2 A resident or visitor must not cause damage, other than 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.
- 4.3 A resident must not use, or permit to be used, the strata lot except as a single family dwelling.
- 4.4 Unless granted prior written approval by the strata council, a resident must not allow more than:
- (a) two persons to occupy a strata lot originally designated by the owner developer as a one bedroom unit; and
 - (b) four persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit.

For the purposes of this bylaw 4.4, a "**person**" is defined to include children, but exclude visitors staying for less than 30 days with a resident of a strata lot. A resident who alleges hardship as a result of the operation of this bylaw 4.4 may appeal to the strata council for permission to be exempt from this bylaw 4.4 on the basis of hardship and the strata council must not unreasonably refuse the appeal.

- 4.5 A resident must not:
- (a) use or allow their strata lot (or any part of it) to be used for the purposes of providing temporary accommodation for the general public including, but not limited to:
 - (i) as a vacation rental or as travel accommodation;
 - (ii) any sort of short term accommodation arrangement (being an occupancy of less than 30 days),
 - (iii) as a room rental, home exchange or other similar arrangement. For greater clarity, the hosting of a single foreign student as part of a homestay or exchange program is not prohibited.
 - (b) allow, permit, agree or otherwise grant a license, in exchange for money, to a person who ordinarily resides outside the strata corporation to occupy their strata lot while that owner, tenant or occupant is absent from the strata lot.

5. **Pets and animals**

- 5.1 A resident or visitor must not keep any pets or other animals on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
- 5.2 The keeping of pets in a strata lot is restricted to the following:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) up to 2 small caged mammals;
 - (c) up to 4 caged birds;
 - (d) two cats or two dogs or one dog and one cat
- (collectively, "**Permitted Pets**" and any one pet a "**Permitted Pet**").
- 5.3 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 5.4 A resident must register a Permitted Pet (other than fish or aquarium animals) with the strata council within 30 days of the pet residing on a strata lot (or the passage of this bylaw 5) and by providing, in writing, the name (if any) of the Permitted Pet, its breed, a photo showing its colour and markings, together with the name, strata lot number and telephone number of the pet owner.
- 5.5 A pet owner must:
- (a) not permit a loose or unleashed Permitted Pet at any time on the common property (which is not a fenced yard) or on land that is a common asset;
 - (b) keep a Permitted Pet only in a strata lot, except for ingress and egress, and temporarily in a fenced yard;
 - (c) ensure that a Permitted Pet is kept quiet, controlled and clean;
 - (d) any excrement on common property must be immediately disposed of by the pet owner and any damage to the lawn (whether from excrement or urine) promptly repaired;
- 5.6 A Permitted Pet found loose on common property or land that is a common asset will be delivered to the municipal pound at the cost of the strata lot owner.
- 5.7 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of strata council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the strata council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.

5.8 In addition to any fine that may be imposed, a resident whose pet contravenes bylaw 5.6 and 5.7 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.

5.9 A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

6. **Inform strata corporation**

6.1 An owner must notify the strata corporation of:

- (a) the owner's name, strata lot number and mailing address outside the strata plan, if any, within two weeks of becoming an owner;
- (b) a tenant's name and the names of the persons occupying the strata lot with the tenant within 2 weeks of the tenancy commencing; and
- (c) any changes in the names of any persons residing in the strata lot within 2 weeks of any such changes occurring.

6.2 On request by the strata corporation, a resident or visitor must inform the strata corporation of their name and the strata lot in which they reside or are visiting.

7. **Permit entry to strata lot**

7.1 A resident or visitor must allow any person(s) authorized by the strata corporation to enter the strata lot or limited common property:

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
- (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or
 - (ii) investigate allegations of a breach of a bylaw or rule upon receipt of a complaint that a bylaw or rule has been breached; or
 - (iii) remedy the contravention of a bylaw or rule under s.133 of the Act.

7.2 The notice referred to in bylaw 7.1(b) must include the date and approximate time of entry, and the reason for entry.

- 7.3 If access to a strata lot is not provided in accordance with bylaw 7.1, the owner will be responsible for:
- (a) all costs of forced entry incurred by the strata corporation if the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;
 - (b) all costs incurred by the strata corporation in respect of contractors who must re-attend at the building to access the strata lot.

**ALTERATIONS TO A STRATA LOT, COMMON PROPERTY
OR LIMITED COMMON PROPERTY**

8. Approval for alterations to a strata lot, limited common property or common property

8.1 An owner must obtain the written approval of the strata corporation before making or authorizing:

- (a) an alteration, change or improvement to a strata lot that involves any of the following:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (iv) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (v) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (vi) common property located within the boundaries of a strata lot;
 - (vii) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
 - (viii) flooring;
 - (ix) wiring, plumbing, piping, heating, air conditioning and other services; and
 - (x) installation or removal of a wall or walls, whether structural or not;
- (b) any alteration, change or improvement to common property, including limited common property, or to common assets.

8.2 The strata corporation may require as part of an application for approval of any alteration under bylaw 8.1 that an owner must:

- (a) submit, in writing, detailed plans and description of the intended alteration;

- 8.3 The strata corporation may require, as a condition of its approval under bylaw 8.1, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
- (a) that alterations be done in accordance with the design or plans approved by the strata 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;
 - (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to a strata lot, common property, limited common property or common assets must, for so long as he or she remains an 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 alterations to a strata lot, common property, limited common property or common assets;
 - (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they are an owner, indemnify and hold harmless the strata corporation, its strata 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 will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation;
 - (f) that alterations to the common property be done by a qualified tradesperson(s) who is/are licensed, insured and in good standing with WorkSafe BC;.
 - (g) determine whether the Workers Compensation Act, Occupational Health and Safety Regulation and/or related regulations apply to or have any impact on the intended alteration (for example, whether asbestos or lead paint must be addressed as part of the intended alteration and under what conditions) and take all steps necessary to comply with any requirements of the same; and
 - (h) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council.

- 8.4 An owner who has altered a strata lot, common property, limited common property or common assets prior to the passage of these bylaws will be subject to their content and intent 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.
- 8.5 An owner who has altered a strata lot, common property, limited common property or common assets will indemnify and hold harmless the strata corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to a breach of the Workers Compensation Act, Occupational Health and Safety Regulation and/or related regulations that apply or applied to or had or have any impact on 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 who has altered a strata lot, common property, limited common property or common assets and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation.
- 8.6 If, subsequent to the passage of bylaws 8.1 to 8.5 inclusive, an owner alters a strata lot, common property, limited common property, or common assets without adhering strictly to these bylaws, the strata corporation may require the owner to restore, at the owner's sole expense, the strata lot, 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 strata lot, common property, limited common property, or common assets back to its original condition following a demand by the strata corporation pursuant to this bylaw 8.6, the strata corporation may, in its discretion, conduct all or part of the restoration, at the expense of the owner who altered the strata lot, common property, limited common property, or common assets. If the strata corporation undertakes any restoration work pursuant to this bylaw 8.6, the cost of such restoration will become due and payable on or before the first day of the month next following the date on which the cost was incurred.
- 8.7 The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property, limited common property or common assets. In the event that the existence of the alteration to a strata lot, common property, limited common property, or common assets undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property, common assets or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.

9. **Conduct of Alterations**

- 9.1 An owner must:
- (a) not permit any construction debris, materials or packaging to be left on the common property;
 - (b) ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory

holidays. To perform alterations on statutory holidays, an owner must apply for permission in writing to the strata council at least five business days before the holiday date; and

- (c) be in attendance for all significant alterations, with the determination of significant to be in the discretion of the strata council.
- 9.2 An owner performing or contracting with others to perform alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.
- 9.3 Where a tenant, occupant or visitor is undertaking an alteration with an owner's permission, such owner have obtained any required approvals of the strata corporation in accordance with bylaws 8 and 9, such tenant, occupant or visitor must comply with bylaws 9.1 to 9.2 (inclusive).

POWERS AND DUTIES OF STRATA CORPORATION

10. Repair and maintenance of property by strata corporation

10.1 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, 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) patios, chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (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) patios, chimneys, stairs, balconies and other things attached to the exterior of a building,
- (iv) doors, windows and skylights on the exterior of a building or that front on common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

STRATA COUNCIL

11. Strata council size

11.1 The strata council must have at least 3 and not more than 7 members.

12. Strata council eligibility

12.1 An owner or the spouse (as defined in Regulation 8.1 of the Act) of an owner may stand for strata council, but not both in respect of the same strata lot.

12.2 No person may stand for the strata council or continue to be on the strata 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.

13. Strata council members' terms

13.1 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.

13.2 A person whose term as strata council member is ending is eligible for re-election.

14. Removing strata council member

14.1 Unless all the owners are on the strata council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more strata council members. The strata corporation must pass a separate resolution for each strata council member to be removed.

14.2 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 or, if the strata corporation does not hold such an election to replace the strata council member so removed, the remaining members of the strata council may appoint a replacement strata council member for the remainder of the term.

14.3 If the strata corporation removes all of the strata council members, the strata corporation must hold an election at the same annual or special general meeting to replace the strata council members for the remainder of the term up to, at least, the minimum number of strata council members required by bylaw of the strata corporation for the remainder of the term.

15. **Replacing strata council member**

- 15.1 If a strata council member resigns or is unwilling or unable to act, for a period of 2 or more months, the remaining members of the strata council may appoint a replacement strata council member for the remainder of the term.
- 15.2 The strata council may appoint a strata council member under bylaw 15.1 even if the absence of the strata council member being replaced leaves the strata council without a quorum.
- 15.3 If all the members of the strata council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% 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.

16. **Officers**

- 16.1 At the first meeting of the strata council held after each annual general meeting of the strata corporation, the strata council must elect:
- (a) from among its members, a president, a vice president, a secretary and a treasurer; and
 - (b) a privacy officer.
- 16.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 16.3 The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act,
 - (b) if the president is removed, or
 - (c) for the remainder of the president's term if the president ceases to hold office.
- 16.4 The strata council may vote to remove an officer.
- 16.5 If an officer other than the president is removed, resigns, is unwilling or unable to act for a period of 2 or more months, the strata council members may elect a replacement officer from among themselves for the remainder of the term.

17. **Calling strata council meetings**

- 17.1 Any strata council member may call a strata council meeting by giving the other strata council members one week's notice of the meeting, specifying the reason for calling the meeting.
- 17.2 The notice in bylaw 17.1 does not have to be in writing.

- 17.3 A strata council meeting may be held on less than one 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.

18. Quorum of strata council

- 18.1 A quorum of the strata council is
- (a) 2, if the strata council consists of 3 or 4 members,
 - (b) 3, if the strata council consists of 5 or 6 members, and
 - (c) 4, if the strata council consists of 7 members.
- 18.2 Strata council members must be present in person at the strata council meeting to be counted in establishing quorum.

19. Strata council meetings

- 19.1 The strata council may meet together for the conduct of business adjourn and otherwise regulate its meetings as it thinks fit.
- 19.2 At the option of the strata council, a strata council member or other permitted observer or invited participant may attend a strata council meeting by electronic means, so long as all strata council members and other permitted observers and invited participants can communicate with each other. For clarity, the strata council may only make a decision by electronic mail where the following criteria are met:
- (a) a decision of the strata council is required before the next scheduled strata council meeting;
 - (b) except where section 32 of the Act applies, all strata council members must be included in all electronic mail exchanged between strata council members regarding the decision;
 - (c) except in the event of an emergency to prevent or minimize physical loss or damage or injury, or where responses are received in a shorter period, strata council members must have no less than 48 hours to respond to the request for a decision;
 - (d) any decision must be approved by a majority vote of the total number of strata council members;

- (e) any decisions made by electronic mail must be ratified by the strata council at the next strata council meeting and reflected in the minutes of that meeting; and
 - (f) the strata corporation must keep a record of the electronic mail exchanged amongst the strata council members and the managing agent regarding the decision for the 2 year period following the making of the decision. Subject to redaction of such electronic mail in accordance with the Personal Information Protection Act or where solicitor-client privilege of the strata corporation applies, such electronic mail shall be considered a record of the strata corporation for the purposes of sections 35 and 36 of the Act.
- 19.3 If a strata council meeting is held by electronic means with a strata council member or other permitted observer or invited participant, the strata council members or other permitted observer or invited participant is deemed to be present in person.
- 19.4 Owners and spouses of owners may attend strata council meetings as observers.
- 19.5 Despite bylaw 19.4, no observers may attend those portions of strata 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) a hearing requested by an owner or tenant;
 - (d) review of correspondence regarding breach or an alleged breach of the bylaws;
 - (e) legal proceedings or contemplated legal proceedings;
 - (f) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.
- 19.6 Despite bylaw 19.4 the council may vote to ask an observer to leave if such observer is interfering with the meeting.
- 20. Voting at strata council meetings**
- 20.1 At strata council meetings, all strata council decisions must be made by a strata council majority vote
- 20.2 If there is a tie vote at a strata council meeting, the president may break the tie by casting a second, deciding vote.
- 20.3 Decisions made at a strata council meeting must be recorded in the strata council meeting minutes.
- 21. Strata council to inform owners of minutes**
- 21.1 The strata council must circulate to or post for owners the minutes of all strata council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

22. Delegation of strata council's powers and duties

- 22.1 Subject to bylaws 22.2, 22.3 and 22.4, the strata council may delegate some or all of its powers and duties to one or more strata council members or persons who are not members of the strata council, and may revoke the delegation.
- 22.2 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, or
 - (b) delegates the general authority to make expenditures in accordance with bylaw 22.3.
- 22.3 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.
- 22.4 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,
 - (c) whether a person should be denied access to a recreational facility, or
 - (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

23. Restrictions on Council Members

- 23.1 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.
- 23.2 Despite section 98(2) of the Act, the strata corporation may make expenditures out of the operating fund that were not put forward for approval in the operating budget or an annual general meeting, if the expenditure, together with all other unapproved expenditures, whether of the same type or not, is less than \$10,000.00.
- 23.3 Despite bylaw 23.1, 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.

24. **Limitation on liability of strata council member**

- 24.1 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 or intended performance of any duty of the strata council.
- 24.2 Bylaw 24.1 does not affect a strata council member's liability, as an owner, for a judgment against the strata corporation.
- 24.3 All acts done in good faith by strata council members are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the strata council, as valid as if the strata council member had been duly appointed or had duly continued in office.
- 24.4 In addition to bylaw 24.1, the strata corporation will reasonably indemnify and save harmless a strata council member, whether or not they continue to act in such capacity or hold the position of a strata council member, from and against any liability arising, and all costs, charges and expenses actually and reasonably sustained or incurred, from the exercise of their powers and performance of their duties as a strata council member and for expenses for errors and omissions made in the exercise of their powers and performance of their duties as a strata council member, but only to the extent that such liability and such costs, charges and expenses are not covered by operation of any strata insurance policy, provided that the strata corporation is given an accounting of all such costs, charges and expenses actually and reasonably sustained or incurred by a strata council member and prompt written notice of any action, suit or proceeding against a strata council member, and an opportunity to participate and to defend the same to the extent the strata corporation is permitted to do so by law. Excluded from this indemnity will be any claim, issue or matter where:
- (a) it is adjudged that a strata council member did not exercise the powers and perform the duties of the strata corporation acting honestly and in good faith with a view to the best interests of the strata corporation and exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances; or
 - (b) it is adjudged, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, that a strata council member had no reasonable ground for believing that the strata council member's conduct was lawful.

In this bylaw 24.4, "**adjudged**" means adjudged by a court, tribunal or by way of arbitration.

ENFORCEMENT OF BYLAWS AND RULES

25. **Fines**

- 25.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant up to:
- (a) \$200.00 for each contravention of a bylaw,
 - (b) After November 30, 2018, \$1,000 per day for a contravention of bylaw 4.5; and

(c) \$50.00 for each contravention of a rule.

25.2 Any fine levied will be due and payable on or before the first day of the month next following the date on which the strata council provides notice of such fine.

26. Continuing contravention

26.1 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.

ANNUAL AND SPECIAL GENERAL MEETINGS

27. Quorum of meeting

27.1 If within 15 minutes from the time appointed for 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 27.1 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.

28. Person to chair meeting

28.1 Annual and special general meetings must be chaired by the president of the strata council.

28.2 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.

28.3 If neither the president nor the vice president of the strata 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.

29. Participation by other than eligible voters

29.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

29.2 Persons who are not eligible to vote must not participate in the discussion at a meeting.

29.3 Tenants and occupants who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

30. Voting

30.1 Except on matters requiring a unanimous vote or an 80% vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

30.2 At an annual or special general meeting, voting cards must be issued to eligible voters.

- 30.3 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.
- 30.4 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, ballot or some other method.
- 30.5 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.
- 30.6 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.
- 30.7 Despite anything in this bylaw 30, an election of strata council or removal of a strata council member must be held by ballot, if the ballot is requested by an eligible voter and approved by a majority vote resolution.

31. **Order of business**

31.1 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 strata council activities and decisions 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 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 strata council, if the meeting is an annual general meeting;

(n) terminate the meeting.

31.2 Despite bylaw 31.1, the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

SMALL CLAIMS COURT PROCEEDINGS

32. Authorization to proceed

32.1 The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover money owing from an owner or other person.

MARKETING ACTIVITIES BY OWNERS

33. Sale or rental of a strata lot

33.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.

33.2 The owner or the owner's real estate agent must accompany any person viewing a strata lot for sale or rental purposes at all times while the person is on the common property.

INSURANCE AND RESPONSIBILITY

34. Insuring against major perils

34.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

35. Responsibility of Owners

35.1 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.

35.2 For clarity and without limiting the generality of the word "responsible" as interpreted by the courts or a tribunal in connection with section 158(2) of the Act, an owner is, under bylaw 35.1, responsible for:

(a) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees);

- (b) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner's strata lot or limited common property designated for the exclusive use of such owner's strata lot, including anything arising from any of the following:
 - (i) dishwasher;
 - (ii) refrigerator with ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) washing machine;
 - (v) toilets, sinks, bathtubs;
 - (vi) dedicated plumbing related pipes and fixtures, that solely service a strata lot;
 - (vii) fireplaces;
 - (viii) exhaust fans and humidifiers/dehumidifiers;
 - (ix) anything introduced into the strata lot by the owner;
 - (x) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
 - (xi) any pets residing in or visiting at the owner's strata lot;
 - (xii) any person residing in or visiting at the owner's strata lot; and
 - (xiii) barbecues or smokers; and
- (c) legal costs incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner, such indemnity to be on a solicitor and client basis, including disbursements, expenses, taxes, filing and/or Court fees, all on a full indemnity basis.

35.3 For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the owner.

36. Resident Responsibility for Children and Visitors

36.1 A resident is responsible for the conduct of their visitors, including ensuring that noise is kept at a level that, in the sole determination of a majority of the strata council, is not a breach of bylaw 3.1.

- 36.2 A resident is responsible for the conduct of children residing in or visiting their strata lot, including ensuring that noise is kept at a level that, in the sole determination of a majority of the strata council, is not a breach of bylaw 3.1
- 36.3 A resident is responsible to assume liability for and properly supervise activities of children residing in or visiting their strata lot, including, but not exhaustively, bicycling, skateboarding and hockey.

PARKING AND STORAGE

37. Parking

- 37.1 A resident must not permit any oversized, commercial or recreational vehicles (including, but not exhaustively, boats, trailers and campers) to enter or be parked or stored on common property, limited common property or land that is a common asset.
- 37.2 Vehicles on the common property must be insured and licensed.
- 37.3 A resident storing a vehicle in their garage must provide proof of insurance to the strata corporation on the commencement date of the storage.
- 37.4 An owner must not sell, rent, or licence the use of their garage to any person other than a resident.
- 37.5 A resident must park only in their garage or on the garage apron adjacent to the resident's strata lot (so long as the vehicle does not exceed the dimensions of the apron, excluding the curb).
- 37.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with roadways.
- 37.7 Any vehicle parked in violation of bylaw 38 will be subject to removal by a towing company authorized by strata council, and all costs associated with such removal will be charged to the vehicle owner.
- 37.8 A resident or visitor must not use any parking area as a work area for carpentry, alterations, 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.
- 37.9 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- 37.10 A resident must not undertake repairs to a motor vehicle on the common property.
- 37.11 A resident may only wash a vehicle on the driveway apron or the road way immediately adjacent to their strata lot so long as they remain with the vehicle at all times.
- 37.12 A resident must not bring onto the common property any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue.

- 37.13 A resident must not place or keep anything on a driveway apron other than a vehicle in accordance with bylaw 37.5.

GARBAGE AND RECYCLING

38. Refuse

- 38.1 A resident must not throw, pile or store rubbish, dust, garbage, boxes, packing cases and other similar refuse in a 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.
- 38.2 A resident must ensure that:
- (a) ordinary household refuse and garbage is securely wrapped and placed in the appropriate containers; and
 - (b) material other than recyclable or ordinary household refuse and garbage is removed by the resident.
- 39.3 Garbage cans, recycling bins and organics containers must be stored indoors and may only be placed out after 3pm on the night before the scheduled pick-up day and must be retrieved by the 10 pm on the scheduled pickup day.

RENTAL OF STRATA LOTS

39. Form K

- 39.1 Prior to possession of a strata lot by a tenant, the landlord must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- 39.2 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

MISCELLANEOUS

40. Miscellaneous

- 40.1 A resident or visitor must not use or store barbecues on common property, including limited common property, except on a patio or balcony..
- 40.2 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.
- 40.3 A resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset, unless such common property or common asset is a playground.
- 40.4 A resident or visitor must not use common property electrical outlets.

- 40.5 Except as permitted in bylaws 33.1 and 40.7, a resident or owner 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 that can be seen outside of the strata lot, unless authorized by the strata council.
- 40.6 Except with the written permission of the strata council, a resident must not carry out or undertake exterior painting or the addition of wood, ironwork, concrete or other materials.
- 40.7 A resident may post notices on the designated bulletin board, subject to being removed by the strata council if deemed inappropriate or posted for in excess of one week.
- 40.8 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.
- 40.9 A resident must ensure that drapes or blinds visible from the outside of the building are cream or white in colour.
- 40.10 A resident must ensure that no laundry, flags, clothing, privacy screens, mesh, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 40.11 Except with prior written permission of the strata council a resident must not install an air conditioning unit or a heat pump. Where permission is given, the provision of bylaw 8.3 will apply.
- 40.12 A resident must not permanently or temporarily place, erect or install anything on limited common property, common property or land that is a common asset except as permitted by these bylaws. Specifically, an owner, tenant or occupant must not place the following on the common or limited common property:
- (a) play structure;
 - (b) trampolines;
 - (c) gazebo;
 - (d) storage shed; or
 - (e) above ground swimming pool (other than a children's wading pool).
- 40.13 Despite bylaw 40.12, a resident may place the following items on a balcony, patio or roof deck that has been designated for the exclusive use of a strata lot:
- (a) free-standing, self-contained planter boxes or containers;
 - (b) summer furniture and accessories;
 - (c) one reasonably sized storage box; and
 - (d) propane, natural gas and electric barbecues..

- 40.14 A resident must not display holiday or celebration lights and decorations on the common or limited common property for longer than six consecutive weeks at or around the time of the holiday or celebration to which the lights or decorations relate. Holiday decorations include but are not limited to a Canada Flag for the six consecutive weeks at or around the time of Canada Day.
- 40.15 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property or common property.
- 40.16 No bird feeders (other than hummingbird feeders) are permitted to be kept on balconies, patios, decks, strata lots or the common property.
- 40.17 A resident must not store any hazardous or flammable substances in garages.

41. **Clubhouse**

- 41.1 The strata corporation shall be entitled to charge a fee and a deposit, in the amounts set out in the Rules, for use the use of the clubhouse..

42. **Exemption from Bylaws and Rules**

- 42.1 The strata council may grant an exemption from the operation of a bylaw or rule in order to provide an accommodation in accordance with the BC ***Human Rights Code***.

43. **No Smoking**

- 43.1 For the purposes of this bylaw 43, the following definitions apply:

- (a) **“smoke”** or **“smoking”** includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances (including, for clarity, marijuana);
- (b) **“vape”** or **“vaping”** includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.

- 43.2 A resident or visitor must not smoke or vape in or on the following areas:

- (a) a strata lot;
- (b) within the clubhouse;
- (c) a fenced yard;
- (d) a balcony, patio or deck; or
- (e) anywhere on the exterior common property that is within 7.5 metres of a door, window or air intake.”

44. **Privacy**

The HYDE PARK adheres to the *BC Personal Information Protection Act*. PIPA sets out how BC organizations, including corporations (including Strata Corporations), sole-

proprietorships, partnerships, and non-profit organizations, may collect, use and disclose personal information about individuals.

Under PIPA:

The Strata Corporation may collect, from time to time, certain personal information of Owners, Tenants, and occupants including but not limited to:

- (a) The name, home address, and home telephone and/or cell phone numbers of owners, tenants and occupants
- (b) E-mail addresses
- (c) Banking information, in the case of owners, for payment of strata fees
- (d) Video images and voice recordings obtained during the use and operation of the video surveillance system (VSS) installed or to be installed in the building by the Strata Corporation in the following locations, with signage noting the operation and monitoring 24 hours a day, 7 days a week:
 - (i) Exterior entrance/exit locations for pedestrian and vehicle traffic
 - (ii) Interior entrance/exit locations in common areas
 - (iii) Common activity areas, i.e. Clubhouse, gym facility
 - (iv) As needed in other interior/ exterior common property or limited common property areas to address security, physical safety illegal actions, or bylaw infractions
 - (v) Information and data recorded and collected during the use and operation of the access control system (e.g., key fobs) installed in the building that monitors access to and from the common areas of the building 24 hours a day, 7 days a week
- (e) Personal information recorded and collected will not be disclosed to any person, other than: the Building Manager; the Strata Corporation's strata agent; elected members of the Strata Council during the course of exercising the powers and performing the duties of the Strata Corporation; the Strata Corporation's legal counsel; or law enforcement personnel, except:
 - (i) When required or authorized by law to do so
 - (ii) When disclosure is consented to in writing by an Owner, Tenant, or occupant
 - (iii) To up-date banking or financial records
 - (iv) When required to collect outstanding strata fees
 - (v) During the course of a criminal investigation involving vandalism to or theft of common property or common assets of the strata corporation, vandalism

to or theft of personal belongings of Owners, Tenants, occupants, visitors and invitees, or the physical assault of an owner, tenant, occupant, visitor, or invitee

- (f) The Strata Corporation will take all reasonable precautions to ensure that personal information is kept safe from loss, unauthorized access, modification or disclosure.
- (g) This Bylaw authorizes the collection of personal information using the video surveillance system and access control system for the following purposes only:
 - (i) To monitor access to and from the common property areas of the building
 - (ii) To protect personal property of Owners, Tenants, occupants, visitors and invitees
 - (iii) To protect common property and common assets of the Strata Corporation
 - (iv) To protect the security and physical safety of Owners, Tenants, occupants, visitors and invitees to the building
- (h) Personal information collected from the use and operation of the video surveillance system and access control system is retained by way of electronic data storage for up to 7 days on the Strata Corporation's computer data storage system, at which time the personal information recorded is permanently deleted from the systems' computer hard drives. If an incident is reported within the 7-day period and a request is made to view the recording of a specific individual's personal information, relevant portions of the stored data can be copied to an exterior storage device for future review.
- (i) Requests for access to view a specific individual's personal information, other than access to view those portions of the video surveillance or access control system that contain personal information for the individual requesting access, must be made in writing and delivered to the Strata Corporation's strata agent. The strata agent will make the requested information available within 14 days from the date of the request and copies will be provided for a reasonable fee.
- (j) Request for access to view personal information recorded and collected using the video surveillance system and the access control system must be made in writing and may be emailed to the building manager. Provided that the personal information has not previously been recorded over, the Building Manager will make the requested stored data available for inspection within 24 hours from the date of the request."