

NEWPORT AT WEST BEACH

Strata Plan – EPS 3957

BYLAWS

Registered: 1/21/2019
Registered: 12/27/2019
Registered: 12/27/2019
Registered: 12/02/2021

Registration #: CA7305749
Registration #: CA7951148
Registration #: CA7951168
Registration #: CA9553200



BYLAWS – EPS3957

NEWPORT AT WEST BEACH

PART 1 – Separate Sections

1. Commercial section

The owners of all non-residential strata lots 1 to 7 will form a separate section within the strata corporation consisting of all the non-residential strata lots in the strata plan and bearing the name “Section 1 of The Owners, Strata Plan _EPS3957c_” (the “Commercial Section”).

2. Residential section

The owners of all residential strata lots 8 to 67 will form a separate section within the strata corporation consisting of all the residential strata lots in the strata plan and bearing the name “Section 2 of The Owners, Strata Plan _EPS3957r_” (the “Residential Section”).

3. Administration of sections

- (1) The Residential Section must elect an executive in the manner described in Part 7 of these Bylaws.
- (2) The Commercial Section must elect an executive in the manner described in Part 8 of these Bylaws.
- (3) With respect to matters that relate solely to a separate section, each section is a corporation and has the same powers and duties as the strata corporation to enter into contracts in the name of such section, and to enforce bylaws and rules.
- (4) Each section may make rules governing the use, safety and condition of the limited common property designated for the exclusive use of such section.
- (5) Each of the Commercial Section and the Residential Section may obtain insurance only:
 - (a) against perils that are not insured by the strata corporation; or

- (b) for amounts that are in excess of amounts that are insured by the strata corporation.

These bylaws contain a restriction on pets which limits each strata lot owner to have two pets (either dogs or cats).

Each section has the same insurable interest as the strata corporation has in property contained within such section.

4. Payment and collection of section fees

- (1) Each of the Commercial Section and the Residential Section are entitled to establish its own operating fund and contingency reserve fund for common expenses of the section, including expenses relating to the limited common property designated for the exclusive use of all of the strata lots in such section.
- (2) The executive of each section will prepare an annual budget of section expenses which is to be included as part of the annual budget prepared by the strata corporation for approval at annual general meetings. The strata fees payable by the owners to the strata corporation and to the owner's separate section will be billed separately.
- (3) Only authorized signatories for each of the Commercial Section and the Residential Section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for their respective sections.
- (4) Special levies approved by a separate section will be payable by the owners in such section to the strata corporation which will pay such special levy into the operating fund or the contingency reserve of such section, as requested by such section.
- (5) At the request of a separate section, the strata corporation will register a lien against an owner's strata lot if section fees have not been paid to the strata corporation as part of such owner's strata fees or if a special levy approved by a separate section has not been paid by such owner.

5. Repair and maintenance of property by separate sections

Each of the Commercial Section and the Residential Section must repair and maintain all of the limited common property appurtenant to such section, but the duty to repair and maintain does not include repair and maintenance of the following (which are the responsibility of the strata corporation):

- (1) repair and maintenance that in the ordinary course of events occurs less than once a year;
- (2) the structure of a building;
- (3) the exterior of a building;
- (4) chimneys, stairs, balconies and other things attached to the exterior of a building;

- (5) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property (including, without limitation, the entrance doors to strata lots); and
- (6) fences, railings and similar structures that enclose patios, balconies and yards.

PART 2 – Duties of Owners of Strata Lots, Tenants, Occupants and Visitors

6. Payment of strata fees

- (1) An owner must pay strata fees to the strata corporation and their section on or before the first day of the month of which the strata fees relate.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation or the applicable section interest on the late payment in the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid.

7. Repair and maintenance of property by owner

- (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 or a section under these bylaws.
- (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 or a section under these bylaws.

8. Use of property

- (1) An owner, tenant, occupant, employee or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance, disturbance or hazard to another person,
 - (b) causes unreasonable or repetitive noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

- (2) An owner, tenant, occupant, employee 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 the Act.
- (3) When the purpose for which a residential strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner will not use his or her strata lot for any other purpose, or permit it to be so used.
- (4) An Owner is prohibited from installing an external air conditioning unit, appliance or heat pump or penetrating the building envelope for the purpose of installing an internal air conditioner.
- (5) An owner, tenant, occupant or employee must provide the Strata Corporation via the property management company with seven (7) days' notice to access any of the Strata Corporation common property or common assets including roof top, mechanical rooms, etc. Access to roof tops must be conducted in accordance with Occupational Health and Safety standards, to be reviewed annually by Strata Council. (Amended 2019-11-26 Registration CA7951148)

8.1 Marijuana

- (1) For the purposes of this bylaw, a reference to "marijuana" shall include "cannabis".
- (2) Subject to (3) below, the smoking, vaping, cultivation, alteration and processing of marijuana is prohibited within a strata lot and on the common and limited common property.
- (3) An owner, tenant or occupant with a valid and current registration certificate issued under the *Cannabis Regulations* (a "Certificate") will be permitted (to the extent allowed by law) to:
 - (a) Smoke or vape marijuana in a strata lot only (excluding any balconies, decks or patios which may form part of the strata lot) provided that a medical doctor prescribes smoking or vaping as the only means by which it can be consumed;
 - (b) cultivate marijuana in a strata lot for their own use; or
 - (c) alter or process marijuana within a strata lot for their own use.
- (4) An owner, tenant, or occupant with a Certificate who smokes or vapes marijuana as permitted by (3)(a) within a strata lot must not permit the smoke or odour to escape the strata lot such that it can be smelled by another resident.
- (5) An owner, tenant or occupant with a Certificate who cultivates marijuana or alters the form of marijuana within a strata lot must not permit any fumes or odours created by doing so to escape the strata lot such that it can be smelled by another resident.

- (6) An owner, tenant, occupant or visitor with a Certificate who undertakes any of the activities described in this bylaw, or any other activities related to medical marijuana must:
- (a) prior to undertaking such activity, provide a copy of their Certificate to the strata corporation;
 - (b) comply with all relevant federal, provincial, and municipal statutes, regulations, bylaws, and rules regarding the production and processing of marijuana;
 - (c) allow the strata corporation access to their strata lot in accordance with the strata corporation's bylaws to ensure compliance with such laws;
 - (d) prior to installing any equipment related to the cultivation of marijuana for medical purposes, obtain approval from the strata corporation with respect to the proposed location and method of installation. While the strata corporation may not unreasonably withhold approval, it may require, as part of granting approval, that such things to be done and such steps to be taken as may be necessary to protect the building and limit the impact of the effects of the cultivation on other residents;
 - (e) not alter or process marijuana by a method or in a manner which is unsafe and poses an unreasonable risk to the building(s) including by the use of an organic solvent;
- (7) A non-residential strata lot must not be used for the growing, processing or retail sales of marijuana or related products.

9. Inform strata corporation

- (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

10. Obtain approval before altering a strata lot

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on

the common property (i.e., including, for example, adding security devices to the entrance door to a strata lot or changing window treatment);

- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) parts of the strata lot which the strata corporation must insure under the Strata Property Act including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot (e.g. the original wall to wall carpeting).
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1) provided such change(s) do not alter the exterior appearance of the building including window treatment, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
 - (3) An owner must not do, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot, in any manner, which in the opinion of the strata council will alter the exterior appearance of the building.

11. Obtaining approval before altering common property

- (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.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

12. Permit entry to strata lot

- (1) An owner, tenant occupant or visitor must allow a person authorized by the strata corporation or their section 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,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act, and
 - (ii) to ensure compliance with the *Strata Property Act* and these bylaws.

- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) In exercising its rights under this bylaw, the strata corporation will not unreasonably interfere with the operation of any occupant of a strata lot.

13. Compliance with bylaws

An owner, tenant, occupant, employee or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation or either of the separate sections applicable to such owner from time to time.

14. Use of Property

(1) Insuring Against Major Perils

- 1) The Strata Corporation must obtain and maintain property insurance as required by Section 149 of the *Strata Property Act*.
- 2) The Strata Corporation must obtain and maintain liability insurance and errors and omissions insurance as set out in Section 150 and 151 of the *Strata Property Act*.
- 3) On the written request of an Owner, the Corporation shall produce to them a copy of the insurance policy or policies and verification of the premium.

2. Resident Insurance

- (1) An owner, tenant or occupant is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.

3. Responsibility of Owners

- (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.
- (2) For clarity and without limiting the meaning of the word “**responsible**”, an owner is deemed to be responsible, under bylaw 6 (4), for any of the following:
 - (a) the owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word “**responsible**” has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;

- (b) 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); and
 - (c) 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, but not limited to, 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 a resident or visitor;
 - (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;
 - (xiv) air conditioners.
- (3) For the purposes of these bylaws, an expense not covered by the strata insurance proceeds received by the strata corporation includes:
- (a) the costs of investigating the cause of any loss or damage, where the owner is responsible;
 - (b) the costs of repairing the cause of any loss or damage, where the owner is responsible;
 - (c) legal costs, on a full indemnity basis, incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner;
 - (d) any insurance deductible paid or payable by the strata corporation; and
 - (e) the costs to repair the loss or damage, where no strata insurance policy operates or where the strata council decides not to make a claim on any strata insurance policy because no strata insurance policy would operate or because making a claim is not in the best interests of the strata corporation, as determined by the strata council acting reasonably. Where an insurance claim is not made because it would not be in the best interests of the strata corporation, the owner's liability under this bylaw 14.3(e) is limited to an amount equal to the insurance deductible that would have been paid or payable by the strata corporation had an insurance claim been made and accepted by the insurer.

An expense not covered by the strata insurance proceeds received by the strata corporation will be charged to the owner. For certainty, nothing in this bylaw 14 (4) requires the strata corporation to make a claim on any strata insurance policy in order to charge an amount to the owner in accordance with bylaws 14.3 subsection (1), (2) and/or (3).
(Amended: November 15, 2021 CA9553200)

PART 3 – Powers and Duties of Strata Corporation or a Separate Section

14. Repair and maintenance of property by strata corporation

The strata corporation must repair and maintain all of the following:

- (1) common assets of the strata corporation;
- (2) common property that has not been designated as limited common property;
- (3) limited common property (except for repair and maintenance that is the responsibility of a separate section under bylaw 5 but the duty to repair and maintain it is restricted to:
 - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (b) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property (including, without limitation, the entrance doors to strata lots);
 - (v) fences, railings and similar structures that enclose patios, balconies and yards;
- (4) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - (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, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property, and
- (e) fences, railings and similar structures that enclose patios, balconies and yards.
- (5) the Residential section must repair and maintain all of the common property designated for the exclusive use of their section.
- (6) the Commercial Section must repair and maintain all of the common property designated for the exclusive use of their section.

15. Council and executive size

The council must have at least 3 and not more than 7 members, and at least one of its members will be a representative of the Commercial Section and at least one of its members will be a representative of the Residential Section.

16. Council members' terms

- (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.
- (3) All Council members must be elected for a term of at least one year.
- (4) In the election of Council members held at the next Annual General Meeting, subsequent to the enactment of these Bylaws,
 - a) if the Council has an even number of members, $\frac{1}{2}$ the members must be elected for a term of 2 years and the remainder for a term of one year.
 - b) if the Council has an odd number of members, a simple majority must be elected for a term of 2 years, and the remainder elected for a term of one year.
- (5) In the election of Council members held at each Annual General Meeting after the third Annual General Meeting, the members elected to fill the vacant position must be elected for a term of 2 years. (Amended 2019-11-26 Registration CA7951148)

17. Removing council member

- (1) Unless all the owners are on the council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, 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.

- (3) 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 the Act.

18. Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) 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.
- (4) If all the members of the council 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.

19. Officers

- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president and a vice president, and may elect a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (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, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

20. Calling council meetings

- (1) Any council member may call a council meeting by giving the other council members at least two week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice must be in writing and delivered to each council member.
- (3) A council meeting may be held on less than two 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.

21. Quorum of council

- (1) A quorum of the council is
 - (a) 1, if the council consists of one member.
 - (b) 2, if the council consists of 2, 3 or 4 members,
 - (c) 3, if the council consists of 5 or 6 members, and
 - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

22. Council meetings

- (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.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may not attend council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the council's option, unreasonably interfere with an individual's privacy.

23. Voting at council meetings

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

- (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.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

24. Council to inform owners of minutes

The council must inform owners of the minutes of all council meetings with 2 weeks of the meeting, whether or not the minutes have been approved.

25. Delegation of council's powers and duties

- (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.
- (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).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The 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.

26. Spending restrictions

- (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a 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.

27. Limitation on liability of council member

- (1) A 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 council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

28. Consents

- (1) Any consent, approval or permission given under these bylaws by the strata council or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the *Strata Property Act*, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

PART 4 – Enforcement of Bylaws and Rules

29. Maximum fine

- (1) The strata corporation, and each separate section with respect to any bylaw or rule that relates solely to such section, 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.
- (2) Each owner is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation or its separate section, as the case may be, as provided for in the *Strata Property Act* or these bylaws and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$25.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation or a separate section, as the case may be, to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the strata council or a section executive pursuant to

the Strata Property Act or these bylaws, will become part of the assessment of the owner responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

30. Continuing contravention

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.

PART 5 – Annual and Special General Meetings

31. Person to chair meeting

- (1) Annual and special general meetings must be chaired by the president of the council.
- (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.
- (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.

32. Participation by other than eligible voters

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

33. Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

34. Order of business

The order of business at annual and special general meetings is as follows:

- (1) certify proxies and corporate representatives and issue voting cards;
- (2) determine that there is quorum;
- (3) elect a person to chair the meeting, if necessary;
- (4) present to the meeting proof of notice of meeting or waiver of notice;
- (5) approve the agenda;
- (6) approve minutes from the last annual or special general meeting;
- (7) deal with unfinished business;
- (8) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (9) ratify any new rules made by the strata corporation;
- (10) report on insurance coverage, if the meeting is an annual general meeting;
- (11) approve the budget for the coming year, if the meeting is an annual general meeting;
- (12) deal with new business, including any matters about which notice has been given;
- (13) elect a council, if the meeting is an annual general meeting;
- (14) terminate the meeting.

35. Electronic Attendance at Meetings

Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

36.1 Quorum

(1) Notwithstanding section 48(3) of the Act, if within ten (10) minutes from the time appointed for an annual or special general meeting a quorum is not present, it will be waited for a further five (5) minutes and those present then and by proxy will represent quorum. The meeting shall stand terminated if the meeting was convened upon the requisition of members; but in any other case the eligible voters present in person or by proxy shall constitute a quorum and the meeting shall proceed.

(Amended: November 15, 2021 CA9553200)

PART 6 – Common Expenses

36. Strata fees

The strata lot owners' contributions to the common expenses of the Strata Corporation will be levied in accordance with this bylaw.

37. Section fees

The contribution by any owner of a strata lot within a separate section to the expenses common to that separate section will be levied in accordance with this bylaw.

38. Apportionment of common expenses

Common expenses will be apportioned between the Residential Section and the Commercial Section and to individual strata lots in the following manner:

- (1) common expenses attributable to either separate section will be allocated to that separate section and, subject to bylaw 38, will be borne by the owners of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate section;
- (2) common expenses not attributable to either separate section, will be for the account of the Strata Corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and
- (3) common expenses attributable to any one strata lot will be allocated to such strata lot.

39. Allocation between sections

Without limiting the generality of bylaw 36 and unless otherwise determined by the executives of each of the Residential Section and the Commercial Section, acting reasonably, the following common expenses will be allocated between the separate sections as follows:

- (1) expenses relating to areas designated as limited common property for each of the Residential Section and the Commercial Section (such as the recreation room, bicycle storage areas, lobbies, elevators and utility rooms) will be for the account of the owners of strata lots in each respective section;
- (2) the cost of maintaining the exterior of the building (including, without limitation, the roof and all exterior doors, windows and skylights) will be for the account of the Strata Corporation; and
- (3) the cost of maintaining the landscaped and other outdoor areas within the common property will be for the account of the Strata Corporation.

40. Expenses attributable to limited common property

Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property will be borne equally by the owners of the strata lots entitled to use the limited common property.

41. Apportionment within a section

Common expenses attributable to the strata lots in a separate section will be apportioned by the executive of that separate section in the following manner:

- (1) Common expenses except electricity will be allocated to all strata lots in the separate section and will be borne by the owners in that section in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in that section or as otherwise set out in the current budget of that separate section. If a strata lot will require a utility or other service not supplied to all lots the cost will not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot the cost of such utility will be apportioned and charged to the strata lot by the executive of the separate section, on such reasonable basis as it will determine.
- (2) The cost to each owner of a strata lot of the electrical power supplied to it if not separately metered for that strata lot will be borne by the owners in the proportion that the unit entitlement of their strata lot bears to the aggregate unit entitlement of all strata lots in that section.

PART 7 – Bylaws Applicable to Residential Strata Lots

42. Use of property

An owner of a residential strata lot will not:

- (1) use, or permit any occupant of his or her strata lot to use, his or her strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (2) make, cause of produce or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other owner or occupant;
- (3) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
- (4) obstruct or use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to obstruct or use, the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (5) leave, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
- (6) use, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by natural gas or electricity and such natural gas or propane or electricity powered barbecues, hibachis and other light cooking devices will not be used except in accordance with rules and regulations made by the strata corporation from time to time;
- (7) shake, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;
- (8) do, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (9) permit a condition to exist within his or her strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (10) allow his or her strata lot to become unsanitary or a source of odour;

- (11) feed, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this will not apply to a pet permitted to be kept in his or her strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet will be fed only in his or her strata lot;
- (12) install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his or her strata lot which are different in size or colour from those of the original building specifications;
- (13) hang or display, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (14) use or install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant use of install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the strata council;
- (15) erect on or fasten to, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any television, satellite dish, radio antenna or similar structure or appurtenance thereto;
- (16) place, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (17) place, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, summer furniture and accessories (subject to bylaw 7.2) nor install, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any a hanging plants or baskets or other hanging items within three feet of a balcony railing line; and
- (18) give, or permit any occupant of his or her strata lot to give, any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.
- (19) Obstruct the use of limited common property by those persons entitled to use it. (Where an obstruction occurs, the strata corporation shall be permitted to do such acts,

including cutting locks, removing materials and towing vehicles, as is necessary to restore proper use of the limited common property).

- (20) Affix or attach, by temporary hooks that do not penetrate the building envelope, decorations, birdfeeders, ornamental or similar items (other than items associated with a particular holiday or celebration for 8 weeks at or around the time of the holiday or celebration) to the exterior of the building.
- (21) Use or install an air conditioner, other than a portable air conditioner that is wholly situate within the strata lot and vented only through a window which has been designated in writing by the Residential executive for that purpose.

43. Use of limited common property

An owner, tenant or occupant of a residential strata lot which does not have an enclosed balcony will not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant of the strata lot entitled to the use of the limited common property on which they are placed.

43. Use of Property

An Owner of a residential strata lot will not:

(14)

- 14.1 Pursuant to Bylaw 43 (14), Owners are permitted to install balcony railing privacy screening provided the installation is an expandable polyethylene plastic green leaf privacy screen that does not extend past the height of the railing with the front of the screening facing outward, and is attached with zap straps.

(Amended: November 15, 2021 CA9553200)

44. Pets

- (1) An owner or occupant of a residential strata lot may keep no more than two pets (either dogs or cats) in his or her strata lot, either permanently or temporarily, those pets will be registered with the strata council by providing to the strata council a written notice, signed by the owner setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed), and will only keep the pet in his or her strata lot in compliance with these bylaws.
- (2) An owner, tenant, occupant, employee or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

- (3) No owner or occupant of a strata lot will permit his or her pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property, the owner or occupant will immediately and completely remove all of his or her pet's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation, any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant will pay all costs of such special cleaning.
- (4) An owner of a strata lot whose guest, employee or invitee brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the guest or invitee complies with all requirements or these bylaws as they relate to pets and will perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in his or her strata lot.
- (5) The strata corporation may require removal by an owner or occupier of any residential strata lot of any pet or other animal kept by the owner or occupier in a strata lot if such pet or animal, in the opinion of the strata council, constitutes a nuisance to any owner or occupier of a strata lot, or causes danger or damage to any owner or occupier of a strata lot or to any property of the strata corporation or an owner or occupier of a strata lot.

44.1 Reserving the Courtyard

- (1) Owners, tenants and occupants may reserve the courtyard and barbecue for their exclusive use by completing a booking form, submitting it to the Residential Section and paying a damage and cleaning deposit in the amount of \$200.
- (2) The courtyard can only be used from 8:00 am to 10:30 pm and must be vacated by end of rental period.
- (3) Users are responsible for cleaning and securing the area during and after use, which must include cleaning all surfaces, including barbeque (if used) so the area is left in original condition.
- (4) No other person may use the courtyard and barbecue when it is reserved for use or otherwise interfere with its use.

44.2 Absence / Unit Inspection

An owner or tenant who leaves their residential strata lot unoccupied for longer than 2 consecutive weeks must:

- (a) have someone enter the strata lot at least every 14 days to inspect the same and immediately report any water or gas leaks or other important issues to the Residential Section;
- (b) during their absence, shut off the main water valve within their strata lot.

44.3 No Smoking

- (1) An owner, tenant, occupant or visitor must not smoke tobacco, marijuana (except as permitted by Bylaw 8.1 or any similar organic substance nor use and e-cigarette or other vaporiser:
 - (a) on the interior common property, such as, but not limited to hallways, lobbies, stairwells, elevators, storage rooms, common room(s) and the parking garage(s);
 - (b) on the limited common property, including balconies, decks and patios;
 - (c) on the exterior common property within 7.5 meters of a door, window or air intake;
 - (d) in a strata lot.

44.4. Cleaning of Balcony and Patio Areas

An Owner who has use of limited common property must repair maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws. Limited common property patios, balconies, railings & stairs/steps must be maintained as follows:

- (a) Balconies, patios, railings and stairs/steps must be cleaned to ensure long-term performance and to minimize the building up dirt and other contaminants that may stain or deteriorate the membrane and structure below;
- (b) When cleaning balconies, patios, railings and stairs/steps, owners, tenants and 3rd party companies retained by an owner or tenant must use biodegradable detergent and water and must rinse off all detergent and clear any run-off from the area below;
- (c) Use of pressure washers are not permitted excluding patios and stairs/steps;

Any damage to a limited common property attributed to the owner or their tenant, occupants or guests must be reported to the property management company immediately to prevent further damage, and the owner is required to facilitate repairs to the standard of the property at the time of development.

(Amended: November 15, 2021 CA9553200)

45. Garbage Disposal

- (1) Any articles or material, other than normal household garbage and recyclables being disposed of must be removed by, and at the expense of, the owners, tenants and occupants of the strata lot from which the articles or materials originated.
- (2) All normal household waste must be properly sorted (and where applicable, bagged) and disposed of in the appropriate container.
- (3) An owner, tenant, occupant or visitor must not place anything in the garbage which is prohibited from being disposed of in that manner.

46. Bicycles, storage and parking

- (1) Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on the balconies or patios; instead, they will be stored within the owner's storage locker or such other area as may be prescribed by the strata council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.
- (2) Any owner, tenant, occupant of a strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under the policy.
- (3) An owner, tenant or occupant of a residential strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the strata council.
- (4) An owner of a residential strata lot will not:
 - (a) use, or permit any occupant of his or her strata lot to use, any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his or her strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
 - (b) carry out, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
 - (c) rent or lease the parking space assigned by the strata corporation to his or her strata lot or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
 - (d) park, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
 - (e) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the strata council.

- (f) Bring a vehicle over 6 ft 5 in (or 1.95 meters) into the residential section of the parking garage.
- (5) An owner, tenant or occupant of a residential strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.
- (6) All vehicles parked in a designated visitor parking space must visibly display at all times a visitor parking pass as authorized and provided by Strata Council. All vehicles parked in a visitor parking area must be a legitimate guest of an Owner, tenant or occupant of the Strata Corporation. Overnight guests must obtain written permission from the Residential Council if the vehicle is to be parked in a visitor parking space more than twice (two separate visits in and out of parkade), regardless of the number of hours but to a maximum of 48 hours, within a (7) seven-day period. Any vehicle found violating this bylaw will be towed at the Owner's expense without warning. Any vehicle in the residential section of the parking garage found to be in violation of any provision of this Bylaw 47 or of a rule pertaining to parking of vehicles may, at the discretion of the Residential Executive, be towed at the expense of the owner of the vehicle.

(Amended: November 15, 2021 CA9553200)

47. Move in / move out

- (1) The Residential Section may regulate the times and manner in which any moves into or out of residential strata lots may be made and require that such moves be co-ordinated with the strata corporation at least 7 days in advance of such moves, or such lesser period as the strata council may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant or occupant, or any guest, employee, agent or invitee of the owner or his or her tenant or an occupant of the strata lot, to carry out, any move into or out of his or her strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, the owner will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly assessment payable by such owner.
- (2) An owner of a residential strata lot must notify the strata corporation 7 days in advance of the date and time that the owner or an occupant of his or her strata lot will be moving into or out of the strata lot. Unscheduled moves into and out of a strata lot by an owner or occupant are subject to an automatic \$200 fine.
- (3) A person moving into or out of the residential strata lot or reserving the residential elevator shall:
 - (a) Pay a fee of \$100; and
 - (b) Provide a refundable deposit of \$200 as security for the return of the elevator key and damage to the elevator.
- (4) A move defines a change in occupancy and not whether furniture or possessions are moved.

- (5) A resident must ensure that all common areas are left damage free and clean. Moving boxes must be broken down and placed in the appropriate cardboard container.
- (6) A person using the residential elevator for the purpose of moving must retrieve the elevator blankets from their designated storage place, install them in the elevator at all times during its use by them and return them to storage when finished. (Amended 2019-11-26 Registration CA7951168)

48. Rentals

- (1) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a “Form K – Notice of Tenant’s Responsibilities” in the form set out in the *Strata Property Act*, signed by the tenant.
- (2) An owner will advise the strata council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least (7) days in advance and will make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 47.

49. Selling of strata lots

- (1) An owner of a residential strata lot, when selling his or her strata lot, will not permit “For Sale” signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose.
- (2) An owner of a residential strata lot, when selling his or her strata lot, will not hold or permit to be held, any public open house. Unless the strata council otherwise prescribes, all showings must be appointment only.

50.1 Short Term Accommodations

- (1) An owner, tenant or occupant of a residential strata lot 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;
 - (i) as a room rental, home exchange or other similar arrangement.
 - (ii) any sort of short term accommodation arrangement (being an occupancy of less than 90 days),

For greater clarity, the hosting of a single foreign student as part of a homestay or exchange program is not prohibited.

- (a) 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.

- (2) An owner, tenant or occupant who breaches subsection (1) may be subject to a fine of up to \$1000 per day. (Amended 2019-11-26 Registration CA7951168)

50.2 Long Term Accommodations

- (1) An owner and tenant of a residential strata lot must ensure that the Residential Section has the following information:
 - the tenants name and contact details for use on the buildings Enterphone System;
 - the tenants car type and licence plate number using the appropriate parking space designated for use by the owner;
 - whether the tenant will be using the storage locker registered for use by the owner, and
 - that the tenant has read and is familiar with the Bylaws and Rules of the Strata Corporation and Residential Section

50. Residential executive size

- (1) The executive of the Residential Section must have at least 3 and not more than 7 members.
- (2) A member of the section executive is eligible for election to the strata corporation's council. Any member of the executive of the Residential Section must be an owner in the Residential Section

51. Executive members' terms

- (1) The term of office of a member of the executive ends at the end of the annual general meeting at which the new executive is elected.
- (2) A person whose term as an Executive member ending is eligible for reelection.
- (3) All Executive members must be elected for a term of at least one year.
- (4) In the election of Executive members held at the next Annual General Meeting subsequent to the enactment of these Bylaws,
 - a) if the Executive has an even number of members, 1/2 the members must be elected for a term of 2 years and the remainder elected for a term of one year, or
 - b) if the Executive has an odd number of members, a simple majority must be elected for a term of 2 years, and the remainder elected for a term of one year.
- (5) In the election of Executive members held at each Annual General Meeting after the third Annual General Meeting, the members elected to fill the vacant positions must be elected for a term of 2 years. (Amended 2019-11-26 Registration CA7951168)

52. Removing executive members

- (1) The Residential Section may, by a resolution passed by a majority vote at a meeting of the Residential Section, remove one or more members from the executive.
- (2) After removing a member from the executive, the Residential Section must hold an election at the same meeting to replace the member for the remainder of the term.
- (3) No person may stand for the executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against the strata lot.

53. Replacing executive members

- (1) If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the executive.
- (3) The executive may appoint a member under this section even if the absence of the member being replaced leaves the executive without a quorum.
- (4) If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Residential Section may hold a meeting to elect a new executive by complying with the provisions of the *Strata Property Act*, the regulations and the bylaws respecting the calling and holding of meetings.

54. Executive officers

- (1) At the first meeting of the executive held after each annual general meeting of the Residential Section, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (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, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

55. Calling executive meetings

- (1) Any member of the executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice must be in writing.
- (3) An executive meeting may be held on less than one week's notice if
 - (a) all executive members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all executive members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

56. Quorum of executive

- (1) A quorum of the executive is
 - (a) 1, if the executive consists of one member,
 - (b) 2, if the executive consists of 2, 3 or 4 members,
 - (c) 3, if the executive consists of 5 or 6 members, and
 - (d) 4, if the executive consists of 7 members.
- (2) Executive members must be present in person at the executive meeting to be counted in establishing quorum.

57. Executive meetings

- (1) At the option of the executive, executive meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.
- (2) If an executive meeting is held by electronic means, executive members are deemed to be present in person.
- (3) Owners may attend executive meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of executive meetings that deal with any of the following:
 - (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;

- (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

58. Voting at executive meetings

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

59. Executive to inform owners of minutes

The executive must inform owners of the minutes of all executive meetings with 2 weeks of the meeting, whether or not the minutes have been approved.

60. Delegation of executive's powers and duties

- (1) Subject to subsections (2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
- (2) The executive 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).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The executive 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.

61. Spending restrictions

- (1) A person may not spend the Residential Section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), an executive member may spend the Residential Section's money to repair or replace limited common property which has been designated for the use of the Residential Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

62. Limitation on liability of executive member

- (1) An executive 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 executive.
- (2) Subsection (1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.
- (3) Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

63. Small claims court

Notwithstanding any provision of the *Strata Property Act*, the Residential Section may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the Residential Section, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

PART 8 – Bylaws Applicable to Commercial Strata Lots

64. Garbage disposal

The owner of a non-residential strata lot will remove or cause to be removed all refuse and garbage from their strata lots and deposit it or cause it to be deposited in the containers provided by the Commercial Section for that purpose.

65. Signs and displays

The owner of a non-residential strata lot will be permitted to install signs or notices within a non-residential strata lot so as to be visible from the exterior of such strata lot and on the exterior of such strata lot, on the condition that the size and design of such signs or notices (i) have received the approval of the executive of the Commercial Section, acting reasonably, (ii) have received any approvals required from applicable governmental authorities, and (iii) are in keeping with the overall presentation of the development in terms of quality, design and color. All such signs and notices will be installed and maintained at the sole expense and risk of the owner of a non-residential strata lot and such owner will take out and maintain insurance for such signage as a

reasonable owner displaying similar signage would obtain. All allowed signage to be professionally produced. No hand made signage is allowed.

66. Awnings

The owner of a non-residential strata lot will not be permitted to install awnings within and attach the same to the common property around the outside perimeter of a non-residential strata lot which faces the city street.

67. Commercial executive size

- (1) The executive of the Commercial Section must have at least 2 and not more than 5 members.
- (2) A member of the section executive is eligible for election to the strata corporation's council.
- (3) All members of the executive of the Commercial Section must be an owner in the Commercial Section.

68. Executive members' terms

- (1) The term of office of a member of the executive ends at the end of the annual general meeting at which the new executive is elected.
- (2) A person whose term as member of the executive is ending is eligible for re-election.

69. Removing executive members

- (1) The Commercial Section may, by a resolution passed by a majority vote at a meeting of the Commercial Section, remove one or more members from the executive.
- (2) After removing a member from the executive, the Commercial Section must hold an election at the same meeting to replace the member for the remainder of the term.
- (3) No person may stand for the executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot.

70. Replacing executive members

- (1) If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the executive.
- (3) The executive may appoint a member under this section even if the absence of the member being replaced leaves the executive without a quorum.

- (4) If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Commercial Section may hold a meeting to elect a new executive by complying with the provisions of the *Strata Property Act*, the regulations and the bylaws respecting the calling and holding of meetings.

71. Executive officers

- (1) At the first meeting of the executive held after each annual general meeting of the Commercial Section, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (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, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

72. Calling executive meetings

- (1) Any member of the executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) An executive meeting may be held on less than one week's notice if
 - (a) all executive members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all executive members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

73. Quorum of executive

- (1) A quorum of the executive is
 - (a) 1, if the executive consists of one member,

- (b) 2, if the executive consists of 2, 3 or 4 members,
 - (c) 3, if the executive consists of 5 or 6 members, and
 - (d) 4, if the executive consists of 7 members.
- (2) Executive members must be present in person at the executive meeting to be counted in establishing quorum.

74. Executive meetings

- (1) At the option of the executive, executive meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.
- (2) If an executive meeting is held by electronic means, executive members are deemed to be present in person.
- (3) Owners may attend executive meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of executive meetings that deal with any of the following:
 - (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

75. Voting at executive meetings

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

76. Executive to inform owners of minutes

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

Delegation of executive's powers and duties

- (1) Subject to subsections (2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.

- (2) The executive 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).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The executive 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.

77. Spending restrictions

- (1) A person may not spend the Commercial Section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), an executive member may spend the Commercial Section's money to repair or replace limited common property which has been designated for the use of the Commercial Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

78. Limitation on liability of executive member

- (1) An executive 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 executive.
- (2) Subsection (1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.
- (3) Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

79. Small claims court

Notwithstanding any provision of the *Strata Property Act*, the Commercial Section may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the Commercial Section, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

80. Bylaw restrictions

- (1) The strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from fully utilizing a non-residential strata lot for commercial purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time, provided that the activity carried on in a commercial strata lot is not a breach of these bylaws.
- (2) The strata corporation will pass bylaws or rules which restrict the hours of operation of any business carried on within a non-residential strata lot between 7 a.m. to 10 p.m. only.
- (3) The strata corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner or occupant of a non-residential strata lot from leasing, subleasing, granting a licence, entering into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot.
- (4) No operation of a restaurant that utilizes deep fryers or produces smoke or odours of cooking. No sale of liquor to be consumed on premises. All liquor sales to be off-site sales and sold only from a provincially licensed vendor. Drycleaners, meat processing and fish market businesses are prohibited.

PART 9 – Voluntary Dispute Resolution

81. Voluntary dispute resolution

- (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
 - (a) all the parties to the dispute consent, and
 - (b) the dispute involves the *Strata Property Act*, the regulations, the bylaws or the rules.
- (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.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

PART 10 – Marketing Activities by Owner Developer Display Lot

82. Marketing activities

(1) During the time that the owner/developer of the strata corporation (“LLW”) is a first owner of any unit(s), it will have the right and obligation to:

- (1) Designate a unit as a display unit or show home;
- (2) Conduct Open Houses during the hours of 2-4 PM, 7 days per week only;
- (3) Ensure that all persons on the property are supervised and accompanied by a member of the designated agent’s sales team who will ensure that all people abide the bylaws of Strata Plan EPS 3957 (ie: no smoking, littering etc.) and escort all people off the property;
- (4) Not have any food cooked outside of the display unit or show home or take any food outside the display unit/show home;
- (5) Limit any “Open House” signage to one mobile sign in front of the designated display unit/show home. Such sign should be no greater than 3 ft. x 3 ft. in size.
- (6) Prohibit the designated Visitor Parkade for any sales activities. (Amended 2019-11-26 Registration CA7951148)

Newport Rules

(as per Council meetings Dec 12/17 & Jan 16/18)

- 1) Smoking of any substance and/or vaping of any substance is not permitted in any Common or Limited Common Property.

Visitor Parking Rules

1. Parking Permit only valid in designated Residential Visitor Stalls.
2. Residents may not use this Visitor Permit for personal use parking, only Visitor usage allowed.
3. Any vehicle using a pass is only permitted to park in a visitor stall for 48 hours in any seven (7) day period.
4. Vehicles over 6 feet 8 inches are not permitted in the parkade and will be removed if found.