

***STRATA PLAN BCS 2884
LOTUS
BYLAWS***

Amendments:

Registration No. BB1214717

October 20, 2009

STRATA PLAN BCS 2884 – LOTUS
BYLAWS

Preamble

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

Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act, S.B.C. 1998, c. 43 (the “Act”). For the purposes of these bylaws, “residents” means collectively, owners, tenants, and occupants and “a resident” means collectively, an owner, a tenant, and an occupant.

The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

Division 1 – Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

1. (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (3) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- (4) In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50.00 for each contravention of bylaw 1 (1).

Repair and maintenance of property by owner

2. (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.

- (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) An owner is responsible for any damage caused by occupants, tenants, or visitors to the owner's strata lot

Use of property

- 3. (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 right 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) 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.
- (3) A resident 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.
- (4) A resident or visitor must not keep any pets on a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) one dog or one cat.
 - (e) A resident that keeps a pet (dogs and cats) in a strata lot, either permanently or temporarily, shall register that pet with the strata council by providing to the strata council a written notice, signed by the owner, tenant or occupant setting out the

name, breed, color and photo 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)

- (5) A resident 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. A permitted pet found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner.
- (6) No vicious dogs are permitted in any Strata Lot or on any portion of the common property. For purposes of this Bylaw a vicious dog means the following:
 - i) any dog that has killed or injured
 - a) any person; or
 - b) another animal
 - ii) any dog that aggressively harasses or pursues another person or animal while running at large; or
 - iii) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting; or;
 - iv) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any dog of mixed breeding which includes any of these breeds; or any dog which has the appearance and physical characteristics predominately conforming to these standards for any of the above breeds, as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.
- (7) A resident or visitor must not harbor exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family unless otherwise approved by council.
- (8) A resident or visitor of a pet shall not permit the pet to urinate or defecate on the common property or limited common property, and if any pet does urinate or defecate on the common property or limited common property, the resident or visitor shall immediately and completely remove all of the pet's waste from the common property or limited common property and dispose of it in a waste container or by some other sanitary means. It will be the responsibility of the owner to pay for the cost of repair or clean up of any common property or common asset which is damaged, destroyed or soiled by the resident or visitor's pet.
- (9) A resident whose guest or invitee brings an animal or pet onto the common property or limited common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.

- (10) No resident or visitor shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other resident with uncontrolled barking or howling.
- (11) Pets are not allowed in the 5th floor courtyard area.
- (12) The strata council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.
- (13) If any resident violates any provision of these bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance the strata council may, by written notice to such resident, cause such resident to have the pet removed from the strata lot within thirty days of receiving such notice.
- (14) An owner shall indemnify and save harmless the strata corporation from the expense, including insurance deductibles, of any maintenance, repair or replacement rendered necessary to the common property or to any strata lot resulting from an owner's willful act or negligence or that of any tenant or occupant of a strata lot or any visitors, customers, clients, employees or contractors of an owner, tenant or occupant, but only to the extent that such expense is not recovered from proceeds of insurance carried by the strata.
- (15) Where the Strata Corporation determines that illegal activity is taking place in a Strata Lot or on the Common Property, an Owner, Tenant or Occupant, regardless of whether they had knowledge, notice, or forewarning of such illegal activity must pay all costs incurred by the Strata Corporation in connection with the investigation and removal of such illegal activity, including, and without limitation, any increases in insurance, disposal costs, and the costs to repair any damage to any Strata Lot or Common Property, including Limited Common Property.
- (16) A resident must ensure that Christmas lights are installed after December 1st of the year approaching Christmas and removed before January 15th of the year following Christmas.
- (17) Live Christmas Trees are not permitted in the building.
- (18) Barbeques fuelled by propane or natural gas or electricity may be used. No owner shall operate his barbeque in a manner which, in the opinion of the council, interferes with another owner's enjoyment of his strata lot. All barbeques must be kept at a minimum distance of 24 inches away from the building exterior walls.
- (19) No addition/decoration or any material is allowed on the suite's door fronting the common area.
- (20) A resident shall not:

- (1) make or cause to be made any structural alteration to his strata lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping, or other services on his strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the strata council.
- (2) alter, supplement or remove the window coverings originally installed in the strata lot except, if necessary due to damage or wear, to replace them with substantially similar window coverings in the same colour and style; or hang or place any signs or other objects on the window, which will affect the consistency of the exterior appearance of the building.
- (3) place on the balcony of the strata lot bicycles, motorcycles, boxes, machinery, equipment, any personal items, or in any way use such balcony as a storage area.
- (4) hang or drape on the balcony of the strata lot laundry, clothing, rugs, towels, curtains or wall hangings.
- (5) enclose (partially or fully), modify or add to the balcony of the strata lot, and without limitation, not to install or place plastic, glass or other material on the balcony to block wind or sun or for any other purpose.
- (6) deposit household refuse or garbage on or about the common property or limited common property except in places designated by the strata council from time to time; any materials other than ordinary household refuse and garbage, shall be disposed of either by or at the expense of the owner.
- (7) erect, place, keep or display signs, billboards, advertising matter or notice or display of any kind on the common property, limited common property or in a strata lot in any manner which may be visible from the outside of the strata lot.
- (8) erect, place, install or cause to be erected, placed or installed, whether permanently or temporarily, fixtures, air conditioning units, satellite dishes, antennas, poles, clotheslines, laundry, bedding, racks, storage sheds or similar structures on Common Property and Limited Common Property. Notwithstanding the foregoing, an owner, tenant or occupant may place on the Limited Common Property that is the owner's, tenant's or occupant's balcony or patio, as the case may be, a reasonable amount of summer furniture.
- (9) smoke in any of the indoor common areas and limited common area, including the elevator, hallways, storage lockers, recreation areas, lobby and stairwells and parkade.

- (10) throw out material, especially burning material such as cigarettes or matches or permit any material (e.g. water, food, waste, etc.) to fall out of any window, door, balcony, patio, stairwell, passage or other part of the strata lots or common property.
- (11) store any perishable or hazardous material or items that may deteriorate or attract pests in the locker area, parking area or balcony.
- (12) use or ride, or permit others to use or ride, as the case may be, rollerblades, inline skates, skateboards, bicycles, scooters or similar items anywhere on Common Property or Limited Common Property or in a Strata Lot.
- (13) shake rugs, carpets, mops, or dusters of any kind from any balcony, window, stairway, or other part of a strata lot or common property.
- (14) allow his or her strata lot to become unsanitary or a source of odour.
- (15) place any item (door mats, shoes, umbrella stand, bike, toys, baby stroller, etc.) on common hallway, which is a common area. Any liability arises would be the sole responsibility of the owner concerned.
- (16) 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.
- (17) use or allow the strata lot, the common property and the limited common property to be used in any manner which is contrary to the rules of the strata corporation from time to time.
- (18) use profane, abusive or threatening language or engages in abusive or threatening behaviour that is directed towards the building manager, the property agent, a member of the strata council or any tradesperson working at BCS2884. Any violator shall be assessed a fine for each offence, in accordance with the bylaws of the strata corporation.
- (19) 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 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 resident entitled to the use of the

limited common property on which they are placed. Under no circumstances will a resident install a hook, hanger, bracket or other devices to the exterior of the building, which could potentially cause a breach of integrity of the building's envelope.

- (20) Wash their balconies by pouring water on the surface and allowing water to escape onto the balconies below. Using of a wet mop/cloth is suggested.

Inform strata corporation

4. (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

Obtain approval before altering a strata lot

5. (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* [amendment SPAA s. 51(a)] on the exterior of a building, or that front on the common property;
 - (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) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The corporation must not unreasonably withhold its approval under subsection (1), 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.

Notwithstanding the foregoing, and without limiting the strata corporation's right to withhold its approval for alterations to the strata lot or the common property, and owner wishing to conduct structural alterations or renovations to a strata lot must provide to the strata corporation, in connection with its application for approval, an engineering report

which satisfies the strata corporation that any drilling into a concrete slab will not impair the structural integrity of the slab, and that no work will interfere with embedded cables, power or mechanical systems.

- (3) This section does not apply to a strata lot in a bare land strata plan.
- (4) A resident of a strata lot must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers. All construction debris, materials or packaging must be properly contained or removed at the end of each workday during the course of the improvement/renovation/alteration.
- (5) A resident of a strata lot performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.
- (6) A resident of a strata lot is to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.
- (7) A resident of a strata lot performing or contracting with others to perform renovations or alterations must obtain insurance coverage for the upgrades (as strata insurance does not cover for any in-suite upgrades) and provide copies to the strata council when requested.
- (8) 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 shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.
- (9) 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.
- (10) A resident of a strata lot must ensure that the hours of work are restricted to 8:00 a.m. to 6:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, and Sundays.

Obtain approval before altering common property

6. (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.

Permit entry to strata lot

7. (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, or after proper notification has been given, the owner shall be responsible for all costs of forced entry incurred (e.g. hiring a locksmith, and any resulting damage to the door and door frame) by the Strata Corporation.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

8. 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) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) *doors, windows and skylights* [amendment SPAA s.51(c)] on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) *doors, windows and skylights* [amendment SPAA s.51(c)] on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

Council size

- 9. (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

Council members' terms

- 10. (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 [amendment SPAA s.51(c)].

- (2) A person whose term as council member is ending is eligible for reelection [note deletion of s. 10(3), (4) and (5) SPAA s. 51(d)].
- (3) No person may be elected to council or continue to be on council if the strata corporation is entitled to register a lien under the Act against a strata lot in which that person has an interest.

Removing council member

- 11. (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.

Replacing council member

- 12. (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 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.

Officers

- 13. (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, 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 council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 14. (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting *as soon as feasible* [amendment SPAA s.51(e)] after the meeting has been called.

Requisition of council hearing

- 15. (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within *one month* [amendment SPAA s.51(f)] of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Regulation 18.1 – Definition for section 15 of Standard Bylaws

- 18.1 For the purposes of section 15 of the Standard Bylaws, “**hearing**” means an opportunity to be heard in person at a council meeting.

Quorum of council

16. (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.

Council meetings

17. (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 attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.
- (5) Whether council members attend council meetings in person or by electronic means, council members cannot appoint proxies or personal representatives to act on their behalf at such council meetings.

Voting at council meetings

18. (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 [amendment SPAA s.51(g)].

Council to inform owners of minutes

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

Delegation of council's powers and duties

- 20. (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.

Spending restrictions

- 21. (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.

Limitation on liability of council member

22. (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.

Division 4 – Enforcement of Bylaws and Rules

Maximum fine

- 23 (1) The strata corporation may fine an owner or tenant a maximum of
- (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.
- (2) Additional Assessments, fines authorized by these bylaws, banking charges, filing costs, expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

Continuing contravention

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

Division 5 – Annual and Special General Meetings

Person to chair meeting

25. (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.
- (4) If within 1/2 hour 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 25.4 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

Participation by other than eligible voters

26. (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.

Voting

27. (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 may not exercise the owner's vote in respect of the owner's strata lot if the strata corporation is entitled to register a lien under the Act against the owner's strata lot, except on matters requiring a unanimous vote.

Order of business

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

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions 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 council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 – Voluntary Dispute Resolution

Voluntary dispute resolution

29. (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one 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.

Division 7 – Marketing Activities by Owner Developer

Display lot

30. (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for sale of other strata lots in the strata plan.
- (3) Open Houses are not permitted. Marketing activities must be by appointment only. Potential buyers must be escorted in and out of the building.

Division 8 – Miscellaneous

Moving In/Out Procedures

31. (1) An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by council from time to time.

- (2) A resident must provide notice to the strata corporation of all moving arrangements at least a week before the moving date. All moves must take place between 9:00 a.m. and 4:00 p.m., Monday through Friday.
- (3) Saturdays, Sundays, and Statutory holidays are permitted with a fee of \$60.00 for a block of 3 hours:
- | | |
|---------|----------------------|
| Block 1 | 9:00 am – 12:00 noon |
| Block 2 | 1:00pm – 4:00 pm |
- (4) A resident using the elevator during a move must ensure that the ELEVATOR SERVICE KEY is used to control the elevator and the doors not jammed or propped open in any manner.
- (5) To ensure the availability of an elevator at the required time, all moves must be booked with the Resident Manager.
- (5) Protective pads and flooring must be installed prior to loading the elevator in order to protect the elevator surfaces.
- (6) Only the designated elevator can be used by the moving party. The other elevator must at all times be left available for the other residents.
- (7) Doors must only be open when goods are being transported through and must be allowed to close after the moving party passes through. Under no circumstances should the front entrance door be left ajar for security reasons. It is the responsibility of the moving party to ensure that the security integrity of the building is not jeopardized during the move. Owners will be held responsible for any breach of security.
- (8) A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- (9) Owners will be held responsible for the cost or repair of any damages caused to the common area.
- (10) Boxes must be flattened before being placed in the cardboard recycling bin.
- (11) Furniture, appliances and other non-household garbage must not be left at the building in the common areas, the garbage area or the lane. These types of items are the responsibility of the resident to dispose of off site.
- (12) The sum of \$150.00 will be charged against the strata lot owner on each occasion where there is a change in occupancy in move in. This fee is designated as a “Move-In” fee, is chargeable to the strata lot and is due and payable by the owner. In addition, a refundable damage deposit of \$200.00 is required.
- (13) A resident must not move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules passed by the strata council from time

to time; under no circumstances will any resident of a strata lot use, or permit to be used, the lobby of the building for moving of furniture or furnishings, except during the hours, and on such conditions and subject to such fees as may be imposed by the strata council from time to time;

- (14) All deliveries of furniture and large objects must be booked with the Resident Manager, and with proper protective pads installed in the elevator.

The use of the ELEVATOR SERVICE KEY is required for such deliveries and the elevator doors may not be jammed or propped open in any fashion. Parking of delivery vehicles must not interfere with access to the parking ramp or walkways.

Bicycles, Storage and Parking

32. (1) Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the owner's designated storage locker or such other area as may be prescribed by the council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.
- (2) An owner, tenant or occupant shall not:
- (a) use any parking space/storage locker in the building or on the common property or on any limited common property, except the parking space/storage locker which has been specifically assigned to his strata lot, a parking space/storage locker leased by the owner or, when specifically agreed with another owner, the parking space/storage locker assigned to the strata lot of that other owner;
 - (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property;
 - (c) rent or lease the parking space/storage locker assigned by the strata corporation to his strata lot to or otherwise permit that parking space/storage locker to be used by anyone that is not a resident of the building without the prior written consent of the council;
 - (d) park any vehicle or left unattended in a manner which will interfere with other parking stalls, reduce the width of the garage roadway or ramp, access lanes or any roadway, on the common property or on any limited common property; and
- (3) All owners, tenants or occupants are responsible for cleaning oil spills from their parking stalls immediately at their own cost or risk being fined and using proper oil pads if required, no cardboard or other items are permitted. Should Strata Corporation incur any expenses in cleaning the spills, the costs of cleaning would be assessed back to the strata lot owner;

- (4) Vehicles must be insured and have proof of storage insurance visible on dashboard or risk being towed;
- (5) All residents must stop and use their key fobs to enter or exit the underground parkade gate. All residents must wait until the gate is completely closed behind them before proceeding.
- (6) A resident must not permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers to enter or to be parked or stored on common property, limited common property or land that is a common asset.
- (7) No speeding is allowed in/out of the parkade, residents must observe the speed limit as posted.
- (8) No storage of personal items is allowed at the assigned parking stalls.
- (9) Residents are not allowed to park at the Visitor Parking Stalls, which are reserved solely for the visitors/guests of Lotus or risk being towed at your own expense or being fined.

Shopping Cart

33. An owner, tenant, occupant or visitor shall not bring or 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;

Hardwood Floors

34. An owner of a strata lot who has or installs hard floor surfaces such as hardwood floors or tile in a strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes. Authorization must be obtained from strata prior to commencement of such project (please also refer to bylaw 5).

Appearance of Strata Lots

35. (1) A resident must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases, and other similar refuse must not be thrown, piled, or stored in the strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.

- (2) A resident must ensure ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose and not to place them on the floor of the garbage room or around or on top the garbage bin or outside of the garbage door, recyclable material is deposited into the appropriate recycling bins and any personal items other than ordinary household refuse and garbage, shall be disposed of either by or at the expense of the owner.
- (3) For purpose of uniformity appearance, no decoration or any item (e.g. security plate, bar, window film, etc.) is allowed to be hung/installed on the individual door front or window.
- (4) All interior suite door lock (including door handle, door knob, suite number, etc.) must be of the same type, style and color as the rest of the suites in the building.

Small Claims Actions

36. Notwithstanding any provisions of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against any 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 of the strata corporation.

Leasing Requirements

37. An owner must:
 - (a) provide the strata corporation with a true and complete copy of every written tenancy agreement (as defined in the Residential Tenancy Act (British Columbia) as amended or replaced); and
 - (b) cause the tenant to execute a Form K – Notice of Tenant's Responsibilities as provided in the Strata Property Act (British Columbia), as amended or replaced, prior to his or her occupation of the strata lot, and provide the strata corporation with a copy thereof
 - (c) Failure to comply would result in a fine being assessed to the strata lot.
