

REGISTERED BYLAWS

BCS 3066



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SCHEDULE OF BYLAWS

The Owners, Strata Plan BCS 3066

These bylaws repeal and replace all previously filed bylaws except the pet bylaw which is hereby amended. The Schedule of Standard Bylaws in the *Strata Property Act* (the "Act") is disappplied.

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

1. Payment of strata fees

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. An owner must pay a special levy on the date or dates noted in the resolution authorizing the special levy. If an owner fails to pay strata fees or a special levy at the required time the strata corporation may charge interest at the rate of 10% per annum compounded annually.
- (2) The owner of a strata lot for which a cheque or automatic debit does not clear will be charged the financial service charge.
- (3) If the strata corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the strata corporation for the full amount of the costs incurred by the strata corporation.
- (4) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation to enforce these bylaws, shall become part of the assessment of the owners and shall become due and payable on the first day of the next month following, except that any amount owing other than strata fees, special levies, reimbursement of the cost of work ordered by a public or local authority, or the strata lot's share of a judgment will be calculated as a separate component of such assessment and the strata corporation may not register a lien on behalf of such separate component.

2. 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 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) Without limiting the generality of subsection (2), owners are responsible for the repair and maintenance, which occurs annually or more often than annually, in respect of balconies and patios designated as limited common property including cleaning the surface, railings and drains of balconies and patios.

3. Use of property

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person;
 - (b) causes unreasonable noise;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (d) is illegal, or contrary to any statute, ordinance, bylaw, regulation or order of any government or public authority; and
 - (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) Without limiting the generality of subsection (1)(b), owners, tenants, occupants and guests must not make excessive noise during quiet time, which is between 10 p.m. and 8 a.m.
- (3) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (4) An owner, tenant or occupant must not use the strata lot for business or commercial purposes that involves persons, including clients or customers visiting the strata lot.
- (5) An owner, tenant or occupant must not use or permit to be used the strata lot except as a private dwelling home and unless granted prior written consent by the council, an owner, tenant or occupant must not allow more than one family to occupy a strata lot.
- (6) An owner, tenant or occupant shall not grant a license to any person or use or permit the use of his strata lot under any of the following arrangements:
 - (a) pursuant to a house swap;
 - (b) as a motel, hotel, inn, hostel, or bed and breakfast or other similar accommodations;
 - (c) through any website designed for booking short term accommodations, including but not limited to www.airbnb.com, www.vrbo.com and other similar websites; or
 - (d) at a nightly or weekly rate.

- (7) Mops or dusters of any kind shall not be shaken and nothing shall be thrown out of any window, door, passage, or other parts of the strata lot or the common property.
- (8) No barbecues, other than those fuelled by propane, natural gas or electricity may be used. No owner, tenant or occupant shall operate a barbecue in a manner which, in the opinion of the council, interferes with another owner's, tenant's or occupant's use or enjoyment of the strata lot. All barbecues must be kept at a minimum distance of 24 inches away from the building exterior walls. An owner, tenant or occupant is responsible for heat damage to the building envelope caused from the operation of a barbecue.
- (9) Cycling on common property other than the roadways is prohibited.
- (10) An owner, tenant, or occupant must take steps to minimize the risk of fire. No item shall be brought onto or stored in a strata lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the strata corporation or which will invalidate any insurance policy.
- (11) An owner, tenant, or occupant must not throw any substances, including burning material such as matches, from any window, door, patio or other part of a strata lot or the common property.
- (12) No laundry, clothing, bedding or other articles shall be hung or displayed from windows, patios, or other parts of the strata lot so that they are visible from the outside.
- (13) Draperies or window coverings that are visible from the exterior of any strata lot shall be cream or white in colour.
- (14) An owner, tenant or occupant must not keep or accumulate any debris, scrap metal, unlicensed vehicle, car parts, refuse or waste material upon or on the common property. An owner, tenant or occupant must not deposit or store any materials, nor perform any services, on the common property. The council shall be at liberty, upon three days' written notice to the owner tenant or occupant, to remove any of the foregoing materials from the common property and to charge back the cost of the removal to the owner.
- (15) No cut or live Christmas trees are permitted in a strata lot or on common property.
- (16) An owner or resident shall not cause damage to trees, plants, shrubs, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.
- (17) Hard surface flooring installed in living rooms and bedrooms must be covered by area rugs to a minimum of 75% of the floor surface.
- (18) No signs, fences, gates, billboards, placard, advertising or notices of any kind shall be erected or displayed on the common property or limited common

property or a strata lot without prior written approval by the council save and except for "For Sale" signs which may be displayed in an area as designated by the council.

4. **Pets**

- (1) An owner, tenant or occupant 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) two dogs or two cats; or one dog and one cat
- (2) An owner must not keep exotic pets, including but not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property must not interfere with or damage the common property or interfere with the use and enjoyment of the common property by other owners, tenants and occupants.
- (4) Pet owners are fully responsible for the behaviour of their pet within the common property regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- (5) An owner, tenant or occupant must not keep a pet, which is a nuisance on a strata lot, on common property or on land that is a common asset. If a pet is deemed to be a nuisance by the council, the council may order such pet to be removed permanently from the strata lot, common property or common asset or all of them.
- (6) Pet owners must keep their pet quiet and controlled. No excessive barking is permitted. Any pet that attacks an owner, tenant, occupant, visitor, employee, or other pet will be banned from the strata corporation.
- (7) An owner, tenant, occupant or visitor is responsible for clean-up or damage repair resulting from visitors' pets being brought onto the common property.
- (8) An owner, tenant, occupant or visitor must not keep a pet on common property or tie up a pet outside any strata lot.
- (9) An owner, tenant, occupant or visitor must not permit a vicious dog in a strata lot, or common property. For purposes of this bylaw a vicious dog means the following:
 - (a) any dog that has killed or injured:
 - (i) any person; or

- (ii) another animal while running at large; or
 - (b) any dog that aggressively harasses or pursues another person or animal while running at large; or
 - (c) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting; or
 - (d) any dog that the strata corporation determines, in its sole discretion, to be vicious.
- (10) An owner, tenant or occupant must register a cat or dog with the strata corporation within 30 days of the pet residing in a strata lot by providing, in writing, the name, breed, colouring and markings of the pet and a true colour photograph of the pet and the Owner's name, address and telephone number(s).
- (11) An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if the pet so does, the pet owner must clean the common property immediately. Where this occurs on carpeted areas of the common property, the pet owner must immediately apply a sanitizing agent to the carpet.
- (12) An owner, tenant, occupant or visitor shall not feed any wildlife, including squirrels, raccoons and nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any strata lot or the common property.
- (13) If the council receives a complaint about a pet, the council will follow the bylaw enforcement process as required by section 135 of the Act. Following the process, the council may take no action, fine the owner, require the person to pay the costs of remedying the contravention or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the decision in writing.

5. Garbage, cleanliness and storage

- (1) An owner, tenant or occupant must not store garbage or recycling material on the common property including limited common property.
- (2) All household refuse shall be secured in suitable plastic bags and deposited in the garbage containers in the garbage room.
- (3) All recycling material must be deposited in the recycling containers in the garbage room. All boxes must be flattened.
- (4) An owner, tenant or occupant must ensure that garbage and recycling material do not leak or spill out on the common property on their way to the garbage room.
- (5) An owner, tenant or occupant must ensure that material other than ordinary household refuse or normally collected recycling materials is removed appropriately.

- (6) An owner, tenant or occupant must not store any hazardous or flammable substances in a strata lot or on common property.

6. **Balconies and patios**

- (1) Owners, tenants, occupants and visitors must not use a balcony or patio for storage of any item, including but not limited to bicycles, refrigerators, freezers, storage boxes or cleaning materials.
- (2) An owner, tenant or occupant must not permanently or temporarily place, erect or install anything on a balcony or patio except patio furniture, barbecues and plants.
- (3) No hooks are to be mounted to balcony or patio ceilings or walls.
- (4) Decorative lighting may not be hung from or affixed to a balcony or patio at any time excepting that Christmas lights may be hung on balconies or patios on or after November 10 and must be removed no later than January 15.
- (5) An owner, tenant or occupant must not install any shades or blinds or build any structures on balconies without the prior written consent of the council.
- (6) An owner, tenant or occupant must not throw anything from a balcony or patio. In the event that anything falls from a balcony or patio, the owner, tenant or occupant must clean it up immediately.
- (7) Patio heaters or heating appliances of similar nature are not permitted on balconies or patios.

7. **Parking**

- (1) An owner, tenant, or occupant shall use only the parking stall(s) leased or assigned to their strata lot, save and except for written private arrangements with other owners for the use of their parking space(s).
- (2) An owner, tenant or occupant must not sell, rent or licence the use of parking spaces to any person other than another owner, tenant or occupant of the strata corporation.
- (3) An owner, tenant or occupant must ensure that their visitor, agent, employee, customer, supplier or invitee does not use any parking stall designated for the exclusive use of any other strata lot.
- (4) No repairs or adjustments shall be made to motor vehicles on the common property and no mechanical or carpentry work shall be carried out on the common property.
- (5) Visitor parking shall be permitted only in the spaces provided. Visitors shall not use visitor parking spaces between the hours of 2 a.m. and 6 a.m. without the prior written consent of the council.

- (6) An owner, tenant or occupant must not park in visitor parking.
- (7) Owners, tenants, occupants and visitors may not park on common property other than as provided in this bylaw. Without limiting the generality of the foregoing, owners, tenants, occupants and visitors must not park in the lane along the courtyard.
- (8) A maximum speed of 10 km/h shall apply within the common property.
- (9) An owner, tenant or occupant must not park or store any vehicle that drips oil or gasoline. An owner, tenant or occupant must remove any dripped oil, gasoline or other automotive residue. In the event the owner fails to clean a parking stall after being provided seven days' notice to do so from the council, the strata corporation may clean the parking stall and charge back the cleaning costs to the owner.
- (10) An owner, tenant, occupant or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
- (11) No vehicles exceeding 4,000 kg. G.V.W. shall be parked or brought onto the common property or within the parking facility without the prior written consent of the council, except when used for delivery to or removal from the strata corporation.
- (12) All vehicles parked at the strata corporation must be insured or have storage insurance and Third Party Liability to \$2 million. A copy of the storage insurance must be provided to the council. All vehicles must be in full working order.
- (13) Vehicles with studded tires are not permitted on common property.
- (14) An owner, tenant or occupant must not place any rug, paper or cardboard under a vehicle.
- (15) An owner, tenant or occupant must not store anything in a parking stall other than a vehicle.
- (16) Vehicles parked in violation of this bylaw will be towed without notice at the owner's expense.

8. **Moving and resale**

- (1) For the purposes of this bylaw a move in or out occurs if it involves more than six (6) personal items such as suitcases, furniture, boxes, etc.
- (2) An owner, tenant or occupant must provide the council with a minimum of seven 7 days' notice, prior to any move in/out.
- (3) A non-refundable move in fee of \$200 must be paid 48 hours prior to any move into a strata lot by an owner or tenant.

- (4) An owner must pay a refundable \$200 damage deposit 48 hours prior to any move in or move out and any expense incurred by the strata corporation attributable to the owner, tenant or occupant and all fines levied will be deducted from the deposit.
- (5) Hours of move-ins and move-outs are restricted to between 9:00 a.m. to 4:00 p.m. daily. Moves must be finished by the end time indicated herein. A maximum of 3 hours per move is allotted at the time of booking. Any time over 3 hours requires prior approval from council.
- (6) An owner is responsible for any tenant or occupant moving in or out of the building and will be responsible for any damage to common property.
- (7) The caretaker and the moving party will make a before and after inspection of the area through which the move will take place. If damage has occurred as a result of that move, the cost of repairs related shall be assessed to the owner in addition to the move-in/move-out fee.
- (8) During the move, all lobby doors must remain closed and locked when unattended.
- (9) An owner, tenant or occupant must contact the caretaker in advance to arrange to lock off the elevator for moving of a single item of furniture.

9. **Security**

- (1) An owner, tenant or occupant is responsible for anyone they admit onto or about the common property, inclusive of visitors, agents, servants, licensees or invitees.
- (2) No realtor or owner lock boxes are permitted on the buildings or on common property.
- (3) Open houses are permitted only during the following hours:

Monday to Friday: 10:00 a.m. – 6:00 p.m.

Saturday and Sunday: 12:00 p.m. – 6:00 p.m.

Persons attending an open house must be escorted to and from the entrance doors and must not be allowed to wander in the building.

10. **Smoking and alcohol**

- (1) An owner, tenant, occupant or visitor must not smoke tobacco, marijuana or other chemicals or e-cigarettes:
 - (a) in a strata lot;
 - (b) on all interior common property;

- (c) on limited common property including parking spaces, patios, decks; and
 - (d) on exterior common property.
- (2) An owner, tenant or occupant must not grow, cultivate, harvest, produce, market, sell or distribute marijuana or other cannabis plants on a strata lot, common property, limited common property.

11. 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.
- (3) Any change in the mailing address provided under subsection (1) must be provided in writing to the strata corporation.
- (4) Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant.

12. Obtain approval before altering a strata lot

- (1) An owner must obtain the written approval of the council 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 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; and
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) Without limiting the generality of subsection (1) an owner may not paint the exterior of a building, and may not attach or hang awnings, sun/shade screens, greenhouses, smoke stacks, satellite dishes, or radio or television antennas to the exterior of a building without prior written consent of the council.

- (3) Owners may not install hard surface flooring in bedrooms, walk in and regular closets or the hallway of walk through/past closet. Hard surface flooring that has been installed in any bedroom, closet or hallway may only be replaced with carpet.
- (4) The council 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.

13. Obtain approval before altering common property

- (1) An owner must obtain the written approval of the council before making an alteration to common property, including limited common property, or common assets.
- (2) The council may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

14. Alterations to a strata lot or common property

- (1) An owner requesting permission as required by bylaws 12 and 13 must:
 - (a) submit in writing detailed plans and a description of the intended alteration;
 - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities at the owner's expense; and
 - (c) provide copies to the council.
- (2) Owners who undertake alterations in accordance with these bylaws must:
 - (a) ensure all alterations are carried out in accordance with the design approved by the council or its duly authorized representative;
 - (b) ensure that the standard of quality of work and materials of the alteration shall be no less than the existing structures; and
 - (c) use only licensed and bonded tradespeople.
- (3) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:
 - (a) the installation of the alteration;
 - (b) the maintenance and repair of the alterations;
 - (c) the effects on all adjacent strata lots or common property; and
 - (d) the effects of rain and weathering, staining, discoloration.

- (4) Owners who undertake alterations in accordance with these bylaws, and subsequent owners who receive the benefit of such alteration, must, with respect only to claims or demands arising during the time that they are an owner, indemnify and hold harmless the strata corporation, its 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.
- (5) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:
 - (a) the alterations are not maintained or repaired; or
 - (b) the alterations are damaged.

All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are his responsibility.
- (6) On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an agreement with the strata corporation, if required by the council, the alteration may be removed by the council and the cost of the removal will be charged to the new owner.
- (7) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.
- (8) The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The council may include specified supervision or inspection as a requirement of approval.
- (9) Any alteration to a strata lot or to common property that has not received the prior written approval of council must be removed and the area restored to its condition prior to the unauthorized alteration at the owner's expense if the council orders that the alteration be removed.
- (10) No alteration/renovation debris, materials or packaging is allowed to be deposited in the strata corporation's disposal bins.
- (11) Alterations may only be carried out between the hours of 8:00 a.m. – 6:00 p.m. Monday to Saturday and 12:00 p.m. – 5:00 p.m. on Sundays and statutory holidays.

15. Permit entry to strata lot

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
- (b) at a reasonable time, on 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 section 149 of the Act; or
 - (ii) to ensure compliance with the Act or these bylaws.
- (2) The notice referred to in subsection (b) must include the date and approximate time of entry, and the reason for entry.
- (3) Where a resident fails to provide access for repair, maintenance or inspection of the limited common property or strata lot as required where notice in accordance with this bylaw has been given, the strata corporation may require, by notice in writing, that the owner carry out the specified repair, maintenance or inspection at the owner's cost and provide proof of such repair, maintenance or inspection to the strata corporation within two weeks of the date of the notice.

16. Indemnification and insurance deductible

- (1) An owner must obtain insurance coverage to pay any deductible in respect of the strata corporation's insurance for which the owner is responsible.
- (2) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or a strata lot for which the owner, or any member of his or her family or tenant or their guests, servants, agents or invitees is responsible but only to the extent that such expense is not met by the proceeds of insurance carried by the strata corporation.
- (3) An owner shall indemnify and save harmless the strata corporation from the expense of any investigation rendered necessary to the common property, limited common property, common assets or a strata lot if, at the conclusion of the investigation, it is determined that the cause of the problem is either a part of a strata lot that is the responsibility of an owner to repair, or arises as a result of an alteration to a strata lot or common property, including limited common property for which the owner is responsible to repair.
- (4) In the event that loss or damage occurs to common property, limited common property, common assets or any strata lot that gives rise to a valid claim under the strata corporation's insurance policy, the owner shall reimburse the strata corporation for the deductible portion of the insurance claim if the owner or any member of his or her family or tenant or their guests, servants, agents or invitees is responsible for the loss or damage that gave rise to the claim.

- (5) Where an owner, tenant, occupant or visitor does or permits anything to be done that is illegal or for any reason invalidates the strata corporation's insurance, the owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement of any damage to the common property, limited common property, common assets or strata lots.
- (6) For the purpose of this bylaw, any costs for which a strata lot owner is responsible shall be considered as an expense chargeable to the owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- (7) An owner who fails to pay the cost of repair or remedying the loss or damage when due shall reimburse the strata corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by Court action or other means and including council member or management costs associated with lost time from employment, strata management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

Division 2 – Powers and Duties of Strata Corporation

17. Insurance

- (1) The strata corporation must insure against major perils, as set out in Regulation 9.1(2) of the Strata Property Regulation, including, without limitation, earthquakes.

18. Repair and maintenance of property by strata corporation

- (1) The strata corporation must repair and maintain all of the following:
 - (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year; 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, and stairs; and

- (D) doors, windows and skylights on the exterior of a building or that front on the common property.
- (d) a strata lot, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property; and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

19. Council size and membership

- (1) The council must have at least 3 and not more than 7 members.
- (2) An owner will not be entitled to be elected to council or continue to stand on council if the strata corporation is entitled to register a lien against that strata lot under section 116 of the Act.

20. Council members' terms

- (1) Council members must be elected for a two year term.
- (2) The term of office of a council member ends at the end of the annual general meeting at which a replacement council member is elected.
- (3) A person whose term as council member is ending is eligible for reelection.

21. Removing council member

- (1) 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.

22. Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, or misses 2 consecutive meetings, 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 20% 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.

23. **Officers**

- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, at which the council is elected, the council must elect, from among its members, a president, a vice president, a secretary, a treasurer and a privacy officer.
- (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) The privacy officer is responsible to ensure that the strata corporation complies with the *Personal Information Protection Act*.
- (5) 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.

24. **Calling council meetings**

- (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 after the meeting has been called.

25. 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.

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

27. 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) 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.

28. Council to inform owners of minutes

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

29. 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; and
 - (c) whether a person should be required to pay the reasonable costs of remedying a contravention of the bylaws or rules.

30. 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.
- (3) Subject to subsection (4), if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the strata corporation may

only make such expenditures out of the operating fund if the expenditure, together with all other expenditures, whether of the same type or not, that were made pursuant to this subsection in the same fiscal year, is the lesser of \$10,000 and 5% of the total contribution to the operating fund for the current year.

- (4) Notwithstanding subsection (3), the strata corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

31. 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.

Division 4 – Enforcement of Bylaws and Rules

32. Maximum fine

- (1) The strata corporation may fine an owner or tenant a maximum of:
 - (a) \$200 for each contravention of a bylaw;
 - (b) \$50 for each contravention of a rule;
 - (c) \$1,000 per day for each contravention of bylaw 3(5).

33. Continuing contravention

- (1) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days except bylaw 3(5) in which case a fine may be imposed daily.

34. Indemnification for legal fees

- (1) An owner shall indemnify and save harmless the strata corporation for any legal and administrative expenses including actual legal costs incurred or expended by the strata corporation as a result of the strata corporation taking steps to enforce its bylaws and rules.

Division 5 – Annual and Special General Meetings

35. Quorum

- (1) Quorum for an annual or special general meeting shall be the eligible voters holding 1/3 of the strata corporation's votes present in person or by proxy.

- (2) If at the time appointed for a general meeting, a quorum is not present:
 - (a) a meeting held pursuant to section 43 of the Act is cancelled; and
 - (b) a meeting held other than pursuant to section 43 of the Act shall proceed and the persons present in person or by proxy and entitled to vote at any time during the meeting shall constitute a quorum.

36. 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.

37. 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.

38. 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) 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
- (7) An owner will not be entitled to vote at a general meeting except on matters requiring an 80% vote or unanimous vote if the strata corporation is entitled to register a lien against the strata lot under section 116 of the Act.

39. Order of business

- (1) The order of business at annual and special general meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of council activities and decisions 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; and
 - (n) terminate the meeting.
- (2) Despite subsection (1), the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

Division 6 – Privacy

40. Privacy

- (1) The strata corporation is authorized to install up to 32 video surveillance cameras which will operate 24 hours per day, seven days per week at the entrances and exits of buildings, the parkade and north and south car gates for the purpose of recording the activities of owners, tenants, occupants, visitors and members of the general public in order to identify and provide evidence in relation to persons who may be responsible for causing damage or loss or committing bylaw breaches or criminal activities.
- (2) Signs indicating the presence and purpose of video surveillance cameras will be posted in all areas subject to video surveillance.
- (3) Additionally the strata corporation collects data with respect to the usage of each security FOB.
- (4) The video surveillance recordings and security FOB usage records will be maintained on a central recording system. The systems are maintained in a locked electrical room accessible by current council members and the caretaker.
- (5) The video surveillance recordings will be retained for a maximum of calendar 30 days after which they will be deleted and or overwritten except where the council decides or is directed by law enforcement to preserve recordings from a specific incident or series of incidents and that decision, including the length of time that the recordings will be preserved, is recorded in the council meeting minutes or the recording contains information relevant to a matter as described in subsection (1), in which case the recording will be retained until the matter is resolved and all appeal periods, if applicable, have expired.
- (6) The security FOB usage records will be retained for 12 calendar months after which they will be deleted and or overwritten except where the council decides to preserve the information related to a specific incident or series of incidents and that decision, including the length of time that the recordings will be preserved, is recorded in the council meeting minutes or the recording contains information relevant to a matter as described in subsection (1), in which case the recording will be retained until the matter is resolved and all appeal periods, if applicable, have expired.
- (7) The video recordings/security FOB usage records may be accessed or disclosed only under the following circumstances:
 - (a) access by the current council members, caretaker, and strata manager;
 - (b) pursuant to a Court order, warrant or equivalent authorization in accordance with the terms of the authorizing document;
 - (c) to any person, as determined by majority vote of the council, if, the disclosure is consistent with the purpose as set out in subsection (1);

- (d) to a resident or visitor who may only request access to view a video recording which contains images of the person making the request provided that permission of any other person(s) present in the recording is obtained and provided that the request is presented within 48 hours of the image being recorded, in which case, the recording will be retained for 30 days in order to permit viewing, unless a longer time period has been agreed between the person requesting the viewing and the council; and
 - (e) to any person, as determined by majority vote of the council, if, the disclosure is in the best interest of the strata corporation or any resident or visitor or is permitted by law.
- (8) In installing and/or maintaining the systems described herein, the strata corporation makes no representation or guarantees that any of the systems will be fully operational at all times. The strata corporation is not responsible or liable to any resident or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

Division 7 – Voluntary Dispute Resolution

41. Voluntary dispute resolution

- (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
 - (a) all the parties to the dispute consent; and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
 - (a) one 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 8 – Small Claims

42. Small claims actions

- (1) Pursuant to section 171 of the Act, the council, on behalf of the strata corporation, may commence a proceeding under the *Small Claims Act* against an owner or other person to collect money owing to the strata corporation without

further authorization from the strata corporation. The council may commence the proceedings to collect monies owing to the strata corporation for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The council has full authority to negotiate a settlement or discontinue or dismiss the action.

Division 9 – Severability

43. Severability

- (1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires. The terms “resident” or “residents” refer to those individuals residing in the building, whether as owners, tenants or other occupants.

44. Special and Annual General Meetings

- (1) At the option of the Council, general meetings may be held by electronic means, so long as all the owners and other participants can communicate with each other. *(Amended 2021-February-01 CA8747425)*
- (2) If a special or an annual general meeting is held by electronic means, owners and other participants are deemed to be present in person. *(Amended 2021-February-01 CA8747425)*