

VICTORIA HILL

Strata Plan - BCS 1676

BYLAWS

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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.
- (2) 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.
- (3) Strata Fees not received by the 15th of the month in question will also be subject to a written warning and if not received by the 15th of the month following, will be subject to a \$25.00 fine, and every following month thereafter. Any monthly fee which is returned NSF shall be charged a \$50.00 NSF fee and shall be added to the owner's account.
- (4) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (5) Failure to pay a special levy on the due date will result in a fine.
- (6) Where an owner fails to pay a special levy in accordance with bylaw 1(4), outstanding special levies will be subject to an interest charge of 10%, per annum, compounded annually until the outstanding special levy(s) is paid in full.

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) The Owner of a strata lot must repair and maintain, with the exception of painting, all of the following: doors, and windows except the casings, frames and sills of the doors and windows on the exterior of a building or that front on the common property.

An Owner is also responsible to pay for the cost of repairs to any damaged patio deck and/or damaged balcony membrane caused by the Owner or their tenant or visitor (i.e. cigarette burns, damage from BBQ's or tears in the membrane, caused by dragging patio furniture or planters) Owners may not install indoor/outdoor carpeting on the balcony decks, as this damages the membrane.

3. Use of Property

- (1) (i) 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
- (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.

(ii) 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.

(2) An Owner, tenant or occupant must not:

- (a) use the strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other Owners, tenant or occupant; this includes the laundry facilities, dishwasher and/or garburator.
- (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property, such that it causes a disturbance or interferes with the comfort of any other Owners, tenant or occupant;
- (d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the Strata Plan;
- (e) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (f) allow a strata lot to become unsanitary or a source of odour;
- (g) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these Bylaws and the Rules made hereunder, which pet shall be fed only in a strata lot;
- (h) install any window coverings, visible from the exterior of his strata lot, which are not off-white or neutral in colour;
- (i) hang or display any laundry, washing, clothing, bedding or other articles from windows, patios or other parts of the building so that they are visible from the outside of the building;
- (j) use or install in or about a strata lot any shades, awnings, window guards, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the Council;
- (k) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto, except those installations approved in writing by the Council;

- (l) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot
 - (m) Ride any mechanical device, except for mechanical devices used by disabled persons, on common property, including sidewalks, pathways, underground parking area, etc.
 - (n) Store or keep hazardless materials in or about the strata lot, underground parking area or common property;
 - (o) Cause any type of litter on common or limited common property.
 - (p) Allow his Strata Lot and area designated for his/her exclusive use (patio, parking, balcony storage) to become untidy, unsightly or unsanitary. Rubbish, dust, garbage, boxes, parking cases, or the like shall not be thrown, piled, or stored on the Strata Lot or common property. The Strata Council shall be at liberty to remove rubbish and clean up the common property or the Strata Lot, with all costs incidental to such cleanup to be charged to the Strata Lot owner.
 - (q) Shall not deposit refuse or garbage on or about the common property. This refuse must be stored inside the Strata Lot until taken to the garbage container. Any material other than ordinary household refuse or garbage shall be removed from the property by the Owner at his/her cost and not deposited in the garbage container provided by the Strata Corporation. No gypsum board, furniture, appliances, electronic equipment, corrugated cardboard or newsprint is to be placed in the common garbage container.
- (3) An Owner, tenant or occupant must provide access to their strata lot for the annual fire inspection and any necessary repairs. If any occupants do not provide access on the day(s) requested, the Strata Council will hire a certified locksmith to provide access to the unit, and bill the strata lot Owner for the cost. Any occupants who disconnect or otherwise tamper with any fire safety equipment will be fined \$100 and pay all costs associated with the re-connection or repair of these fire safety devices.
- (4) An Owner is responsible to ensure their dishwasher and washing machine hoses are checked and replaced on a regular basis to avoid water escape. If water from an Owner's dishwasher, washing machine, toilet, sink or bathtub leaks into the strata lot below, the Owner is responsible to repair and pay for the cost of repairs, up to the current level of our insurance policy deductible clause to the ceiling and/or walls of the strata lot below. If an Owner refuses to make a claim under the Voluntary Property Damage coverage in their Condominium Owners Insurance policy, or pay personally for necessary repairs, the Strata Corporation may make repairs to the affected area(s) and bill the Owner from where the water originated for the cost of repairs. Repair costs may then be collected by way of a Small Claims Court action.
- (5) Only barbecues fueled by propane or electricity may be used on common or limited common property. Residents using barbecues must have an approved fire extinguisher on balcony or patio. Barbecues must be situated away from the side of the building, so as not to cause a fire hazard or smoke damage to the side of the building. An Owner shall not store propane tanks in any common area, such as storage and/or parking spaces. Propane tanks are to be stored outside on balconies or patios only.
- (6) An owner, tenant or occupant must not use or permit to be used a residential strata lot, common property or common assets in a way that is for commercial or professional purposes or activities, including but not limited to the following:

- (i) Short-term rentals,
 - (ii) Hotel or hotel-like accommodation,
 - (iii) A boarding or lodging house,
 - (iv) Bed and breakfast,
 - (v) Airbnb, Homeaway, VRBO or any other vacation-like, short-term rental or short-term accommodation arrangements,
 - (vi) Executive home rental arrangements,
 - (vii) House swaps,
- (b) This bylaw does not prohibit the right of owners and residents to have guests in their home. For the purposes of this bylaw guests are defined as family, friends or acquaintances of the owner or resident.
- (c) For the purpose of bylaw 3(6)(a) short term rentals, short-term licence agreements or other short-term accommodation referred to in bylaw 3(6)(a) is defined as any lease, tenancy agreement, licence agreement, or agreement to occupy a strata lot that is for a period of less than one year.
- (d) For the purpose of this bylaw an owner or resident of a residential strata lot must not allow more than two adults per bedroom to occupy a residential strata lot.
- (7) The owner of a strata lot is responsible for the cleanliness of rented or leased strata lots.
- (8) Everything shall be done to reduce fire hazards and nothing shall be brought into or stored on a Strata Lot, the common property, or storage areas, which will in any way increase or tend to increase the risk of fire, the rate of any insurance policy or which will invalidate any insurance policy held by the Strata Corporation or the Strata Lot Owners.
- (9) Waterbeds and aquariums are permitted in the Strata Lot, but the Strata Lot Owner shall be held responsible for damage to any Strata Lot or common property resulting for the use of said waterbeds or aquariums.
- (10) The installation of hot tubs shall be prohibited.
- (11) No charcoal or wood fueled appliances to be used on or near patios.
- (12) Only artificial Christmas trees shall be permitted on any Strata Lot.
- (13) Any Owner or occupier of the Strata Lot must not install any window coverings, visible from the outside of the Strata Lot, which are not white or cream colour. Additional different coloured window coverings may be installed inside of the blinds or other white window covering, which may then be closed to maintain a uniform outside appearance of the windows.
- (14) No satellite dishes are permitted on any Strata Lot.
- (15) An owner shall immediately report and ensure that a tenant reports, any sign of water leakage into his/her Strata Lot and make arrangements satisfactory to the Strata Council for access to the Strata Lot for inspection and repair.
- (16) If an owner or tenant is absent for any period during the winter months, a measure of

heat must be maintained in the Strata Lot to prevent the possibility of water pipes freezing. Thermostat should not be set less than 15 degrees Celsius.

4. Pets

- (1) An Owner, tenant or occupant that keeps a pet must comply with these Bylaws and any Rules enacted by the Strata Council on behalf of the Strata Corporation.
- (2) All pets must be kept under direct control, on a lead and curbed at all times within the boundaries of the common property or limited common property. Should any pet be found loose and not under direct control, the Owner will receive a warning. If the offence is repeated, fines will be assessed against that Owner. No pet shall be left unattended in and around the strata lot when the Owner is not home.
- (3) An Owner of a dog or outside cat shall attach a collar to the pet with a tag identifying the Owner's unit number.
- (4) An Owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.
- (5) An Owner, tenant or occupant whose guest or invitee brings an animal or pet onto the 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.
- (6) No Owner, tenant or occupant shall permit his or her pet to interfere with any other person, pet or object, or permit his or her pet to disturb any other Owner, tenant or occupant with uncontrolled barking or howling.
- (7) 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.
- (8) If any Owner, tenant or occupant violates any provision of these Bylaws on a continuing basis without correction, or if the Strata Council on reasonable grounds considers a pet to be a nuisance the Strata Council may, by written notice to such Owner, tenant or occupant cause such Owner, tenant or occupant to have the pet removed from the strata lot within thirty days of receiving such notice.
- (9) No dog will be permitted to reside on the premises once it is deemed vicious under the City of New Westminster dog control Bylaw.
- (10) An Owner, tenant, occupant 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.
- (11) 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) one (1) dog or one (1) cat.
- (e) No reptiles of any kind
- (f) Or by approval of the strata council.

5. Inform Strata Corporation

- (1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the following:
 - (a) Owners Name
 - (b) Strata Lot Number and address
 - (c) Name and telephone number of emergency contact
 - (d) Number and type of pets
 - (e) Motor vehicle license plate number

6. Obtain Approval Before Altering a Strata Lot

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights 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.
 - (h) any interior or exterior strata lot wall;
 - (i) wiring, plumbing, piping, heating, including gas fireplaces, air conditioning and other services;
 - (j) any alteration that requires a permit in accordance with the Municipal building bylaws as amended from time to time;
 - (k) limited common property;
 - (l) Thresholds and baseboards; and
 - (m) flooring, except replacing original flooring with flooring of the same kind and quality.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.

7. Obtain Approval before Altering Common Property

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.

- (2) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.

8. Insurance

- (1) An Owner/resident shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement of any damaged common property, common facility, strata lot or contents thereof for which the Owner or any member of the Owner's family or their guests, employees, contractors, agents, tenants or volunteers are responsible but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy and the application of any direction of payment caused to be made by the Insurance Bureau of Canada and its publications or the Strata Property Act of B.C..
- (2) For the purpose of this Bylaw, any insurance deductibles paid or payable by the application of the Strata Corporation's policy or damage done and requiring repair that is under the appropriate deductible of the Strata Corporation's policy shall be considered as an expense chargeable to the Owner's strata lot and shall be due and payable on the date of payment of the monthly Strata Fees.
- (3) The Strata Corporation shall not be financially responsible to an Owner for any loss, damage or expense to the Owner caused by an overflow or leakage of water arising from any adjoining Strata Lot where such leakage or overflow results from the wrongful act of any other owner.
- (4) Owners are responsible for providing adequate insurance for the use of outdoor barbecues. Owners will be held responsible for all claims resulting from the use of a barbecue.
- (5) An owner must obtain and maintain liability insurance of at least \$1,000,000.00 for their strata lot. The liability coverage must protect the owner against a strata insurance deductible charge back or against any costs to repair common property charged by the strata corporation that is under the strata corporation's insurance deductible. Upon request from the strata corporation the strata lot owner must produce proof of such insurance to the strata corporation.

9. 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,
 - (c) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure under the Act; and
 - (d) to ensure compliance with the Act and these Bylaws.

- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry and the reason for entry.

Division 2 -- Powers and Duties of Strata Corporation

10. 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, stairs, balconies and other things attached to the exterior of a building;
 - (D) the casings, frames and sills of the doors and windows and skylights 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) the casings, frames and sills of the doors and windows 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

11. Council Size & Eligibility

- (1) The Strata Council shall be comprised of not less than three and not more than seven members.
- (2) Spouses of owners are eligible to be a Strata Council member.
- (3) No person shall stand for council or continue to stand for council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under the Act.

12. Council Members' Terms

- (1) The term of office of a Council member ends at the end of the Annual General Meeting at which a replacement is elected.
- (2) A person whose term as Council member is ending is eligible for reelection.
- (3) In the election of Strata Council members held at each Annual General Meeting, the new members elected to fill the vacant positions shall be elected for a term of two years.

13. Removing Council Member

- (1) Unless all the Owners are on the Council, the Strata Corporation may, by a resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more Council members.
- (2) After removing a Council member, the Strata Corporation must hold an election at the same Annual or Special General Meeting to replace the Council member for the remainder of the term.

14. Replacing Council Member

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

15. Officers

- (1) At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a President, 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.

16. 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 possible after the meeting has been called.

17. Quorum of Council

- (1) A quorum of the Council is
 - (a) 2, if the Council consists of , 3 or 4 members,
 - (b) 3, if the Council consists of 5 or 6 members, and
 - (c) 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.

18. 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;
 - (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

19. Voting at Council Meetings

- (1) At Council Meetings, decisions must be made by a majority of Council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the Strata Plan, if there is a tie vote at a Council Meeting, the President may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a Council Meeting must be recorded in the Council Meeting minutes.

20. 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.

21. Delegation of Council's Powers and Duties

- (1) Subject to subsections (2) to (4), the Council may delegate some or all of its powers and duties to one or more Council members or persons who are not members of the Council, and may revoke the delegation.
- (2) The Council may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The Council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a Bylaw or Rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

22. 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.

23. 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

24. Maximum Fine

- (1) The Strata Corporation may fine an Owner or a Tenant a maximum of:
 - (a) \$200.00 for each contravention of a Bylaw;
 - (b) \$50.00 for each contravention of a Rule.
- (2) Escalating fines for Bylaw and Rule violations:

Fines shall be due and payable, the earlier of

- (i) the first day of the month following the imposition of the fine, and
- (ii) 30 days after the date of the assessment of the fine.

25. 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.

Division 5 --Annual and Special General Meetings

26. 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.

27. 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.

28. 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) The vote for a strata lot may not be exercised, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot under Section 116(1) of the Strata Property Act.

29. 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;
 - (n) terminate the meeting.

- (2) If at the appointed time for a General Meeting, a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of Owners; but in any other case, the meeting shall stand adjourned for a period of thirty (30) minutes, whereupon the adjourned meeting shall be reconvened at the same time and place and the persons present, entitled to vote, shall constitute a quorum.

Division 6 --Voluntary Dispute Resolution

30 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 7 –

31. Small Claims Actions

- (1) Notwithstanding any provision of the Act, the Strata Corporation may proceed under the Small Claims Act (British Columbia) against an Owner or other person to collect money owing to the Strata Corporation, including money owing as a fine, without requiring authorization by a Resolution passed by a 3/4 vote.

32. Electronic Attendance at Meetings

- (1) Attendance by persons at an Annual or Special General Meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

33. Use of Patios and Balconies

- (1) An Owner, tenant or occupant of a strata lot which does not have enclosed balconies shall not place planters or other such items or equipment within any part of the limited common property designated on the Strata Plan exclusively for the use of such Owners 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 Owners, tenant or occupant entitled to the use of the limited common property on

which they are placed.

34. Garbage Disposal

- (1) An Owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the Strata Corporation for that purpose; all garbage shall be bagged and tied before so depositing and the Owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the Strata Plan property at his expense.

35. Bicycles, Storage and Parking

- (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 Owners' 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) Any Owners, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is an insured under that policy.
- (3) An Owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the Council.
- (4) An Owner, tenant or occupant shall not:
 - (a) use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the Owner or, when specifically agreed with another Owner, the parking space assigned to the strata lot of that other Owner;
 - (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
 - (c) rent or lease the parking space assigned by the Strata Corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
 - (d) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
 - (e) use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the Council.
- (5) An Owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.

36. Move In/ Move Out

- (1) The Strata Corporation may regulate the times and manner in which any person moves

into or out of strata lots and may require that such moves be coordinated with the manager of the building at least 7 days in advance of such moves. The Owners or tenant will be subject to a move-in fee of \$100.00 and a move-out fee of \$50.00, such fee to be paid on or before the due date of the next monthly strata fees.

- (2) An Owner or tenant must notify the Strata Corporation in advance of the date and time that the Owners or tenant will be moving into or out of the strata lot.

37. Selling of Strata Lots

- (1) An Owner of a strata lot, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property.
- (2) An Owner of a strata lot, when selling a strata lot, will not hold or permit to be held, any public open house except in the matter prescribed by the Council. One open house for agents will be allowed per listing. Unless the Council otherwise prescribes, all showings must be by appointment only.
- (3) The Strata Corporation does not allow any second party ownership, such as corporations or charitable organizations. The registered owner(s), whose name(s) appear on the title, are wholly and fully responsible for the strata lot.

38. Acquisition or Disposition of Personal Property

- (1) The Strata Corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the Owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the Strata Corporation. Otherwise only if approved by a Resolution passed by a $\frac{3}{4}$ vote at an Annual or Special General Meeting if the personal property has a market value of more than \$1,000.

39. Rental Restrictions

- (1) Subject to sections 142, 143 and 144 of the Strata Property Act, the number of residential strata lots that may be rented at any one time is limited to two (2) strata lots and the procedure to be followed by the Strata Corporation in administering this limit will be as follows:
 - (a) any Owner wishing to rent a strata lot must make an application in writing to the Council;
 - (b) approvals will be granted by the Council on a first come basis in the order of the date such applications are received by the Council
 - (c) the Council will not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot except as set out in this bylaw the Council will consider each application upon receipt and will respond to each application in writing within one week of receipt
 - (d) the Council will keep a list of Owners who wish to rent their strata lot and the priority of their application, and will advise each Owner as soon as their application can be accepted
 - (e) upon acceptance of an application to rent, an Owner must enter into a lease of a strata lot within six months (6) from acceptance by the Council of such Owner's application or the acceptance will be automatically revoked and the

Council will be entitled to advise the Owner next following on the list that its application to rent a strata lot has been approved

- (f) strata lots must be leased for a term of not less than 6 months and no more than 12 months.
 - (g) an Owner may continue to lease his or her strata lot until the earlier of the date such Owner moves into the strata lot to take occupancy or the date the strata lot is sold by the Owner to a third party.
- (2) Notwithstanding paragraph (a), where cases of undue physical or financial hardship of a personal nature arise, the Owner may make a written request to the Council for permission to rent a strata lot for a limited period of time, and where the Council has been provided with evidence that undue hardship will result if limited rental approval is not given, the Council shall not unreasonably withhold permission for limited rental;
- (3) This bylaw does not apply to prevent the rental of a strata lot to a member of the
- (a) the spouse of the Owner
 - (b) a parent or child of the Owner
 - (c) a parent or child of the spouse of the Owner

Where "spouse of the Owner" includes an individual, who lives with or who has co-habitated with the Owner, for a period of at least two years at the relevant time in a marriage-like relationship, including a marriage-like relationship between persons of the same gender:

- (4) Where an Owner has leased a strata lot to a tenant pursuant to a tenancy agreement entered into before this bylaw was passed, this bylaw does not apply to such strata lot until the later of:
- (a) one year after the tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy the strata lot as a tenant, and
 - (b) one year after the bylaw has been passed:
- (5) The Strata Corporation will impose a fine of up to \$500 for a contravention of this bylaw, and may impose such fine for a continuing contravention every seven days.

40. Smoking and cultivation

- (1) For the purposes of this bylaw the term "smoke" or "smoking" includes but is not limited to:
- (a) inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances including but not limited to, marijuana;
 - (b) the burning, combusting and/or vaporizing of:
 - (i) tobacco of any type;
 - (ii) any plant, plant product or by-product;
 - (iii) any drugs or pharmaceuticals including but not limited to marijuana, crack cocaine, hashish, methamphetamines or heroin

- (iv) e-liquids or other substances used in vaporizers, electronic cigarettes or similar appliances which allow for the inhalation of vapour of atomized liquids or substances.
 - (v) For the purposes of this bylaw “vape” or “vaping” includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.
 - (vi) For the purposes of this bylaw “marijuana” includes any plant grown or cultivated and harvested from the cannabis plant.
- (2) A resident or visitor must not smoke or vape in or on the following areas that comprise and are part of the buildings and lands that comprise the Strata Corporation which include but are not limited to:
- (a) Any common property that is located within a building (including hallways, elevators, parking garages, service rooms, storage lockers, stairs and amenity rooms);
 - (b) Any limited common property;
 - (c) Any interior or exterior recreational and common facilities;
 - (d) within six metres of a door, window or air intake; or
 - (e) as set out in the Tobacco and Vapour Products Control Act and the Tobacco and Vapour Products Control Regulation.
- (3) A resident is prohibited from growing, cultivating, harvesting, selling, distributing or cultivating marijuana in or on the following areas:
- (a) A strata lot;
 - (b) Any common property that is located within a building (including hallways, elevators, parking garages, service rooms, storage lockers, stairs and amenity rooms);
 - (c) Any limited common property;
 - (d) A balcony, patio or deck; and
 - (e) Any exterior common property.

41. Severability

The provisions contained in this document shall be deemed independent and severable, and the invalidity in whole or in part of any Bylaw or Regulation does not affect the validity of the remaining Bylaws or regulations, which shall continue in full force and effect.