

STRATA PLAN LMS4410 CHEZ VICTORIA

BYLAWS

Attached are the Bylaws for Strata Plan LMS4410
For legal purposes, please obtain a true copy of the
Bylaws as registered in the Land Title Office.

STRATA
PLAN
LMS4410

*Please note: This Bylaw package may or may not
contain the basic Bylaws of the Strata Property Act.*

CHEZ VICTORIA BYLAWS

Registration Date:

October 2, 2020

Registration #:

CA8474407

LMS 4410 Chez Victoria - Bylaws

Definitions

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the “**Act**”). For the purposes of these bylaws:

- (a) “**alteration**” includes, but is not limited to, the replacement of an existing item, whether or not the replacement is identical to the item being replaced, the affixing of an item to a wall, floor or ceiling, such as a nail or other similar material, and the placing of an item that is kept in place by its own weight, even if such item can be removed without damage to a strata lot, the common property, limited common property, or a common asset;
- (b) “**common property**” includes, but is not limited to, limited common property, unless specifically stated to be otherwise in these bylaws;
- (c) “**residents**” means collectively, owners, tenants and occupants and “**a resident**” means collectively, an owner, a tenant and an occupant;
- (d) “**spouse of an owner**” includes, but is not limited to, an individual who has lived with an owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship and “**spouses of owners**” includes, but is not limited to, collectively individuals who have lived with owners, for a period of at least 2 years at the relevant time for each such individual, in a marriage-like relationship;
- (e) “**strata insurance**” means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws.

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

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

1. Payment of strata fees

- 1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.2 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 1.3 If an owner fails to pay strata fees and/or a special levy in accordance with these bylaws, the outstanding strata fees and/or special levy will be subject to:
 - (a) An interest charge of 10% per annum, compounded annually, and calculated on a monthly basis starting from the date the payment was due and continuing until the last day of the month in which it is paid; and
 - (b) A fine of up to \$200.

2. Repair and maintenance of property by owner

- 2.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws. In addition to and without limiting this bylaw 2.1, an owner must:
- (a) repair and maintain anything located within the owner's strata lot, except for common property or anything that is otherwise the responsibility of the strata corporation to repair and maintain under these bylaws; and
 - (b) not allow a strata lot to become unsanitary or untidy.
- 2.2 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.
- 2.3 Despite bylaw 8.1(c) and without limiting bylaw 2.2, an owner who has the use of a balcony, patio or roof deck that is designated as limited common property for the exclusive use of their strata lot is responsible for all regular maintenance of such balcony, patio or roof deck (including the cleaning of the surface of the balcony, patio or roof deck and associated railings, as well as the removal of debris from any associated drains).
- 2.4 An owner must replace flexible supply hoses for all fixtures and appliances (including but not limited to toilets, fridges with water dispensers, and dishwashers) in a strata lot with stainless steel braided hoses within 30 days after the passage of this bylaw. An owner that installs or replaces a fixture or appliance in a strata lot must ensure a stainless steel braided hose is installed to supply water to such fixture or appliance.

3. Use of property

- 3.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that
- (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise in the opinion of council,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal or otherwise contrary to any applicable laws (including the provisions, rules, regulations or ordinances of any statute, whether federal or provincial, or any municipal bylaws), 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.

- 3.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 3.3 A resident or visitor must not do, or omit to do, whether deliberately, accidentally or inadvertently, anything which may adversely affect the strata insurance, including, not exhaustively, anything which may:
- (a) increase the rate of any premium applicable to or any deductible under the strata insurance;
 - (b) result in the cancellation or voiding of any policy of strata insurance; or
 - (c) result in the loss of any insurance coverage that the strata corporation would ordinarily obtain.
- 3.4 A resident must not use, or permit to be used, the strata lot except as a single family dwelling.
- 3.5 A resident must not rent less than all of a strata lot.
- 3.6 A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, whether arranged through websites such as Air BnB, VRBO, Premiere Executive Suites, Corporate Stays or through companies that advertise this type of accommodation. For the purposes of this bylaw 3.6, short-term accommodation refers to stays of less than 30 days. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a strata lot for accommodation purposes for a period of less than 30 days. A breach of this bylaw is subject to a fine of up to \$1,000 per day.
- 3.7 A resident or visitor must not use or occupy, or permit to be used or occupied, a strata lot, the common property, limited common property or common assets for the purpose of growing, producing, harvesting, storing, marketing, selling or distributing of cannabis or “controlled substances” as that term is defined in the Controlled Drugs and Substances Act, S.C. 1996, c. 19.
- 3.8 A resident must not:
- (a) use a 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) 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;
 - (c) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;

- (d) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless it is powered by propane, natural gas or electricity and except in accordance with rules made by the strata corporation from time to time;
- (e) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
- (f) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (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, 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 different in size or colour from those of the original building specifications;
- (i) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building, which negatively affect the aesthetics of the building in the opinion of the Council;
- (j) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the 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;
- (l) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot except as permitted under bylaw 38.1;
- (m) place any items on any deck, patio or the balcony, which negatively affect the aesthetics of the building in the opinion of the Council; and
- (n) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.

3.9 The strata corporation will no longer permit future commercial residents and/or their tenants to operate or conduct business as a massage parlour, massage spa, or any similar form or type of this business. This includes offering or providing full or partial body massage services for profit or non-profit purposes in any way, shape or form. Contravention of these bylaws will result in the immediate enforcement of fines and maximum penalties allowable under the strata act.

4. Pets

4.1 A resident or visitor must not keep any pets or other animals on a strata lot or common property except in accordance with these bylaws and any rules created by the strata council.

4.2 The keeping of pets in a strata lot other is restricted to one or more of the following:

- (a) a reasonable number of fish or other small aquarium animals contained in a maximum of two, twenty gallon glass tanks;
- (b) a reasonable number of small caged mammals;
- (c) up to 2 caged birds;
- (d) one dog or one cat.

(collectively, “Permitted Pets” and any one pet a “Permitted Pet”).

4.3 Despite bylaw 4.2, the maximum weight of any pet must not exceed 20 kilograms (44 lbs) as an adult.

4.4 A resident that keeps a pet in a strata lot, either permanently or temporarily, must register that pet with the strata council by providing to the strata council a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed).

4.5 A pet owner must:

- (a) ensure a dog or cat is wearing a collar with a tag identifying the owner at all times while on the common property;
- (b) not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time on the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset will be delivered to the municipal pound at the cost of the strata lot owner;
- (c) keep a Permitted Pet only in a strata lot, except for ingress and egress, and the pet owner must carry the Permitted Pet when the Permitted Pet is in the interior of the building, including the elevator, if any; and
- (d) ensure that a Permitted Pet is kept quiet, controlled and clean. Uncontrolled or excessive barking or howling such that it unreasonably interferes with the use or enjoyment of a strata lot or common property by another person or pet is not permitted.
- (e) not permit a Permitted Pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the 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.

- 4.6 A resident whose visitor brings a pet onto the common property must ensure that the visitor complies with these bylaws as they relate to animals and must perform all of the duties and obligations with respect to that animal as set out in these bylaws.
- 4.7 If a resident violates any provision of these pet bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance, the strata council may, on 30 days' written notice to the resident, order such pet to be removed permanently from the strata lot and/or common property within thirty days of receiving such notice.

5. Inform strata corporation

- 5.1 An owner must notify the strata corporation of:
- (a) the owner's name, strata lot number, emergency phone number, mailing address outside the strata plan (if any) and email address (if any) within 2 weeks of becoming an owner;
 - (b) a tenant's name and the names of the persons occupying the strata lot with the tenant within 2 weeks of the tenancy commencing; and
 - (c) any changes in the names of any persons residing in the strata lot within 2 weeks of any such changes occurring.
- 5.2 On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

6. Obtain approval before altering a strata lot, limited common property or common property

- 6.1 An owner must obtain the written approval of the strata corporation before making or authorizing:
- (a) an alteration to a strata lot that involves any of the following:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (iv) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (ie. including, for example, adding security devices to the entrance door to a strata lot);
 - (v) fences, railings or similar structures that enclose a patio, balcony or yard;

- (vi) common property located within the boundaries of a strata lot;
 - (vii) those parts of the strata lot which the strata corporation must insure under section 149 of the Act, including all fixtures and floor coverings;
 - (viii) flooring;
 - (ix) wiring, plumbing, piping, heating, air conditioning and other services; and
 - (x) installation or removal of a wall or walls, whether structural or not; and
- (b) any alteration to common property, including limited common property, or to common assets.
- 6.2 A resident must not do anything, including altering a strata lot in any manner, which in the opinion of the council will alter the exterior appearance of the building.
- 6.3 The strata corporation may require as part of an application for approval of any alteration under bylaw 6.1 that an owner must:
- (a) submit, in writing, detailed plans and description of the intended alteration;
 - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
 - (c) determine whether the *Workers Compensation Act*, *Occupational Health and Safety Regulation* and/or related regulations apply to or have any impact on the intended alteration (for example, whether asbestos or lead paint must be addressed as part of the intended alteration and under what conditions).
- 6.4 The strata corporation must not unreasonably withhold its approval under bylaw 6.1(a).
- 6.5 The strata corporation requires as a condition of its approval to an alteration requested under bylaws 6.1 and 6.3 that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
 - (b) that the standard of work and materials be not less than that of the existing structures;
 - (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
 - (d) that the owner and any subsequent owner of the strata lot for so long as they remain an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to a strata lot, common property, limited common property or common assets;

- (e) that the owner and any subsequent owner, must, with respect only to claims or demands arising during the time that they are an owner, indemnify and hold harmless the strata corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation;
 - (f) that alterations be done by a qualified tradesperson(s) who is/are licensed, insured and in good standing with WorkSafe BC.
- 6.6 An owner who has altered a strata lot, common property, limited common property or common assets before these bylaws were adopted will be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 6.7 An owner who has altered a strata lot, common property, limited common property or common assets will indemnify and hold harmless the strata corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to a breach of the *Workers Compensation Act, Occupational Health and Safety Regulation* and/or related regulations that apply or applied to or had or have any impact on the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner who has altered a strata lot, common property, limited common property or common assets and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation.
- 6.8 If, after these bylaws were adopted, an owner alters a strata lot, common property, limited common property, or common assets without adhering strictly to these bylaws, the strata corporation may require the owner to restore, at the owner's sole expense, the strata lot, common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the strata lot, common property, limited common property, or common assets back to its original condition following a demand by the strata corporation pursuant to this bylaw, the strata corporation may, in its discretion, conduct all or part of the restoration, at the expense of the owner who altered the strata lot, common property, limited common property, or common assets. If the strata corporation undertakes any restoration work pursuant to this bylaw, the cost of such restoration will become due and payable on or before the first day of the month next following the date on which the cost was incurred.
- 6.9 The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property, limited common property or common assets. In the event that the existence of the alteration to a strata lot, common property, limited common property, or common assets undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property, common assets or a strata lot in accordance with these

bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.

7. Permit entry to strata lot

7.1 A resident must allow a person authorized by the strata corporation to enter the strata lot or limited common property:

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act; and
 - (ii) to ensure compliance with the Act and these bylaws.

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

7.3 If access to a strata lot is not provided in accordance with bylaw 7.1, the owner will be responsible for:

- (a) all costs of forced entry incurred by the strata corporation if the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;
- (b) all costs incurred by the strata corporation in respect of contractors who must re-attend at the building to access the strata lot.

Division 2 -- Powers and Duties of Strata Corporation

8. Repair and maintenance of property by strata corporation

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

Division 3 – Council

9. Council size

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

10. Council member eligibility

10.1 In addition to the persons set out in the Act, the following are eligible to stand for council:

- (a) the spouse of an owner;
- (b) a professional advisor of an owner.

10.2 No person may stand for the strata council or continue to be on the strata council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

11. Council members' terms

- 11.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 11.2 A person whose term as council member is ending is eligible for reelection.

12. Removing council member

- 12.1 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.
- 12.2 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.

13. Replacing council member

- 13.1 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.
- 13.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 13.3 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.
- 13.4 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.

14. Officers

- 14.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect:
 - (a) from among its members, a president, a vice president, a secretary and a treasurer; and
 - (b) a privacy officer.
- 14.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 14.3 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.

14.4 The strata council may vote to remove an officer.

14.5 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.

15. Calling council meetings

15.1 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.

15.2 The notice does not have to be in writing,

15.3 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.

16. Quorum of council

16.1 A quorum of the council is

- (a) 1, if the council consists of one member,
- (b) 2, if the council consists of 2, 3 or 4 members,
- (c) 3, if the council consists of 5 or 6 members, and
- (d) 4, if the council consists of 7 members.

16.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

17. Council meetings

17.1 The strata council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

- 17.2 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.
- 17.3 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 17.4 Despite anything in these bylaws, the strata council may make a decision by electronic mail but only where the following criteria are met:
- (a) a decision of the strata council is required before the next scheduled strata council meeting;
 - (b) except where section 32 of the Act applies, all strata council members must be included in all electronic mail exchanged between strata council members regarding the decision;
 - (c) except in the event of an emergency to prevent or minimize physical loss or damage or injury, or where responses are received in a shorter period, strata council members must have no less than 48 hours to respond to the request for a decision;
 - (d) any decision must be approved by a majority vote of the total number of strata council members;
 - (e) any decisions made by electronic mail must be ratified by the strata council at the next strata council meeting and reflected in the minutes of that meeting; and
 - (f) the strata corporation must keep a record of the electronic mail exchanged amongst the strata council members and the managing agent regarding the decision for the 2 year period following the making of the decision. Subject to redaction of such electronic mail in accordance with the *Personal Information Protection Act* or where solicitor-client privilege of the strata corporation applies, such electronic mail shall be considered a record of the strata corporation for the purposes of sections 35 and 36 of the Act.
- 17.5 No person other than a member of the council shall be entitled to attend a meeting of the council unless authorized by a resolution of the council. In the course of a meeting of the council, any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.
- 17.6 Despite bylaw 17.4, 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.

18. Voting at council meetings

- 18.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 18.2 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.
- 18.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

19. Council to inform owners of minutes

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

20. Delegation of council's powers and duties

- 20.1 Subject to bylaws 20.2 to 20.4, 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.
- 20.2 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).
- 20.3 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.
- 20.4 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.

21. Spending restrictions

- 21.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- 21.2 Despite bylaw 21.1, 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.

22. Limitation on liability of council member

- 22.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- 22.2 Bylaw 22.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

23. Limiting Expenditures of Council

- 23.1 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 expenditure out of the operating fund if the expenditure is no more than \$10,000.
- 23.2 If the strata corporation makes an expenditure under bylaw 23.1 above, the strata corporation must inform owners as soon as feasible about any expenditure of more than \$2,000 on any single item.
- 23.3 Despite bylaw 23.1 above, 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.

Division 4 -- Enforcement of Bylaws and Rules

24. Maximum fine

- 24.1 The strata corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- 24.2 The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.

24.3 Each owner and tenant is responsible for payment, without invoice, of any money owing to the strata corporation as provided for in the Act or these bylaws.

24.4 Fines, the costs of remedying of bylaw contravention, or chargebacks that are authorized under the bylaws or rules and any other expenses incurred by the strata corporation to enforce the bylaws or rules shall be added to the owner's account and become due and payable on the first day of the month next following.

25. Continuing contravention

25.1 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.

26. Bylaw and rule enforcement costs

26.1 Any costs, including, not exhaustively, legal costs on a full indemnity basis, incurred by the strata corporation in enforcing the bylaws or rules of the strata corporation will be the responsibility of and will be recoverable from the person who may be fined for the contravention of a bylaw or rule under section 130 of the Act.

Division 5 -- Annual and Special General Meetings

27. Quorum of meeting

27.1 If within 1/2 hour from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

27.2 Once quorum for an annual or special general meeting is present, quorum for such meeting is maintained as long as 10% or more of the eligible voters, present in person or by proxy, at the start of such meeting remain, in person or by proxy.

28. Person to chair meeting

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

28.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

28.3 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. The chair need not be an owner.

29. Participation by other than eligible voters

- 29.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 29.2 Persons who are not eligible to vote, 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.
- 29.3 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.

30. Voting

- 30.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 30.2 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.
- 30.3 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.
- 30.4 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.
- 30.5 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.
- 30.6 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.
- 30.7 Except on matters requiring a unanimous vote or an 80% vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

31. Electronic attendance at meetings

- 31.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- 31.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.
- 31.3 Despite 30, in the event that an eligible voter attends an annual or special general meeting by electronic means, the strata corporation has no obligation to make provision for a secret ballot for that particular voter.

32. Order of business

32.1 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.

32.2 Despite bylaw 32.1, the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

33. Small Claims Action

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

Miscellaneous Matters

34. Use of Patios and Balconies

34.1 A resident must not place planters or other items or equipment on a balcony, patio or deck unless, in the opinion of the council, they are in keeping with the development in terms of design, quality, proportion and colour. Planters, items or equipment must be maintained in good and tidy condition by the resident. This bylaw does not apply to balconies that have been enclosed.

35. Garbage Disposal

35.1 A resident must ensure that:

- (a) ordinary household refuse and garbage is removed from the strata lot, securely bagged and tied, and deposited in the containers provided by the strata corporation for that purpose;
- (b) recyclable material is kept in designated areas; and
- (c) material other than recyclable or ordinary household refuse and garbage is removed appropriately at the owner's expense.

36. Bicycles, Storage and Parking

36.1 Bicycles are not permitted in elevators, hallways or any other common property except as permitted in this bylaw. Bicycles must not be kept on balconies or patios. A resident must store bicycles only in their 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.

36.2 A resident that leaves any item anywhere on or in the common property or on any limited common property does so at their own risk.

36.3 A resident 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.

36.4 A resident must not:

- (a) use any parking space, except the parking space which has been specifically assigned to their 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 their designated parking space 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.

36.5 A resident must promptly and at their own expense clean up any oil or other substance which spills or leaks onto the common property.

36.6 Vehicles in violation of any parking bylaws may be towed. The liability and expense of the tow will belong to the vehicle owner.

37. Move In / Move Out

37.1 The strata corporation may regulate the times and manner in which any person moves into or out of strata lots.

37.2 A resident must provide notice to and co-ordinate all moving arrangements with the building manager at least 7 days in advance of the move, or such lesser period as the council may, in its sole discretion, permit. If a move in or out proceeds other than in accordance with the arrangements made with the building manager, the resident will be subject to a fine of \$100.00.

37.3 The strata corporation may charge a move in fee to a maximum of \$100 for residential strata lots. Owners are responsible for this fee.

38. Selling of Strata Lots

38.1 Real estate signs must not be displayed in a strata lot or on the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose.

38.2 Public open house must only be held in the manner prescribed by the council. One open house for agents will be allowed per listing. Unless the council otherwise permits, all showings must be by appointment only.

39. Acquisition or Disposition of Personal Property

39.1 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, but 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.

40. Rental Restrictions

40.1 The following rental restrictions apply:

- (a) at any given time up to 10 (ten) strata lots may be leased for terms of not less than one year, and the procedure to be followed by the strata corporation in administering this limit will be as follows:
 - (i) in determining whether the limit has been reached, the council will not include strata lots rented in accordance with the exemptions set out in sections 142, 143, and 144 of the Act;
 - (ii) any owner wishing to rent a strata lot must make an application in writing to the council;
 - (iii) approvals will be granted by the council in the order of the date such applications are received by the council;
 - (iv) the council will consider each application upon receipt and will respond to each application in writing within one week of receipt;
 - (v) 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;
 - (vi) 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. During the six month period following the granting of permission, the strata lot will be deemed rented for the purposes of the limit set out in subsection (a); and
 - (vii) an owner may continue to lease their strata lot until the earlier of the date:
 - A. the owner moves into the strata lot to start residing in it; and
 - B. the owner stops being an owner of the strata lot.

40.2 Prior to possession of a strata lot by a tenant, the landlord must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.

40.3 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

40.4 Where an owner leases a strata lot in contravention of bylaw 40.1, the owner will be subject to a fine of \$500.00, and the strata corporation will take all necessary steps to terminate the lease, including, but not limited to, seeking a declaration or injunction to enforce the bylaw. Without limiting the generality of bylaw 26.1, any legal costs incurred by the strata corporation

in enforcing the rental restriction bylaws will be the responsibility of the contravening owner and will be recoverable from the owner on a full indemnity basis by the strata corporation.

41. Hard Flooring Surface

- 41.1 No hard surface flooring including hardwood, ceramic tile or marble must be installed in any strata lot (except bathrooms and kitchens) if located directly above another strata lot without approval of the strata council.
- 41.2 Despite bylaw 41.1, approval will only be granted if the method of installation will not downgrade the transmission of noise, which means that the underlay for hard flooring surface must have a minimum of STC 62 rating).

42. Smoking

- 42.1 A resident or visitor must not smoke or vape anything in the following areas:
- (a) interior common property areas,
 - (b) on patios, balconies, or decks;
 - (c) in the parking garages;
 - (d) in the stairwells; and
 - (e) on the exterior common property that is within 6 metres of any air intake, window or door leading to common property areas.

43. Insurance

- 43.1 A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting this bylaw, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.

44. Responsibility of Owners

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

44.2 For clarity and without limiting the meaning of the word “**responsible**”, an owner is deemed to be responsible, under bylaw 44.1, for any of the following:

- (a) the owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word “**responsible**” has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;
- (b) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner’s tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees); and
- (c) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner’s strata lot or limited common property designated for the exclusive use of such owner’s strata lot, including, but not limited to, anything arising from any of the following:
 - (i) dishwasher;
 - (ii) refrigerator with ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) washing machine;
 - (v) toilets, sinks, bathtubs;
 - (vi) plumbing related pipes and fixtures, that are not common property;
 - (vii) fireplaces;
 - (viii) exhaust fans and humidifiers/dehumidifiers;
 - (ix) anything introduced into the strata lot by a resident or visitor;
 - (x) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
 - (xi) any pets residing in or visiting at the owner’s strata lot;
 - (xii) any person residing in or visiting at the owner’s strata lot; and
 - (xiii) barbecues or smokers.

44.3 For the purposes of these bylaws, an expense not covered by the strata insurance proceeds received by the strata corporation includes:

- (a) the costs of investigating the cause of any loss or damage, where the owner is responsible;
- (b) the costs of repairing the cause of any loss or damage, where the owner is responsible;
- (c) legal costs, on a full indemnity basis, incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner;
- (d) any insurance deductible paid or payable by the strata corporation; and
- (e) the costs to repair the loss or damage, where no strata insurance policy operates or where the strata council decides not to make a claim on any strata insurance policy. Where an insurance claim is not made, the owner's liability under this bylaw 44.3(e) is limited to an amount equal to the insurance deductible that would have been paid or payable by the strata corporation had an insurance claim been made and accepted by the insurer plus any other expenses that would not have been covered under the strata insurance.

An expense not covered by the strata insurance proceeds received by the strata corporation will be charged to the owner. For certainty, nothing in this bylaw 44 requires the strata corporation to make a claim on any strata insurance policy in order to charge an amount to the owner in accordance with bylaws 44.1, 44.2, and/or 44.3.

45. Security Measures

- 45.1 Closed circuit television and video surveillance are installed in the following common property areas of the building: Lobby, Front Entrance, Commercial Hallway, Garbage Room and Commercial and Residential Parkades. The system operates 24 hours a day and the Strata Corporation collects data from the closed circuit television and video surveillance.
- 45.2 The Strata Corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan LMS4410.
- 45.3 The video files and/or security fob usage records will be used only for the purposes of law enforcement and/or for the enforcement of those Strata Corporation bylaws and rules which relate to the safety and security of the building and its occupants.
- 45.4 The video files are stored for a period of up to one month from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes as provided in bylaw 45.3.
- 45.5 The security fob usage records are stored for a period of up to one month from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes as provided in bylaw 45.3.
- 45.6 The personal information of residents or visitors will only be reviewed or disclosed as follows:
 - (a) law enforcement in accordance with bylaw 45.3;

- (b) the building manager, property manager or council members but only as directed by the council for the purposes set out in bylaw 45.3; or
- (c) in the event of an incident in which they are involved, a resident may request a copy of the applicable video file or security fob usage records.

45.7 In installing and/or maintaining the systems described in this bylaw, the strata corporation makes no representations 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.