

# **OLIVE**

## **STRATA PLAN – BCS 1871**

### **BYLAWS**

Please find attached a copy of the **Bylaws** and / or amendments for

#### **Strata Corporation BCS 1871**

These Bylaws are provided on a “without prejudice” basis. If you require Bylaws for legal purposes, we recommend you obtain an exact copy of the Strata Corporation’s registered Bylaws from the Land Titles Office and consult professional legal counsel regarding their content.

Strata Plan BCS 1871

\*Bylaws were repealed and replaced in their entirety – September 26, 2017 AGM

\*Bylaws amended at AGM held September 25, 2018 under Registration No. CA7113236



# STRATA PLAN BCS 1871 – THE OLIVE

## BYLAWS

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

### 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;
- (b) “residents” means collectively, owners, tenants and occupants and “a resident” means collectively, an owner, a tenant and an occupant;
- (c) “strata insurance” means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws.

### Duties of Residents and Visitors

#### 1. Compliance with bylaws and rules

- 1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time
- 1.2 All residents and visitors must comply strictly with the rules, restrictions and regulations contained in the agreements, charges and covenants registered against title to the strata lots and on the common property record, including, but not limited to, any air space agreements.

#### 2. Payment of strata fees and special levies

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50.00 for each contravention of bylaw 2.1.
- 2.3 An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account.

- 2.4 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 2.3 is a contravention of bylaw 2.3 and the strata corporation will levy a fine of \$ 50.00 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$25.00 and an administration charge of \$25.00.
- 2.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.6 Failure to pay a special levy on the due date will result in a fine of \$25.00 for each contravention of bylaw 2.5.
- 2.7 Where an owner fails to pay a special levy in accordance with bylaw 2.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

**3. Repair and maintenance of property by owner**

- 3.1 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.
- 3.2 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.
- 3.3 Despite bylaw 10.1(c) and without limiting bylaw 3.2, an owner who has the use of a balcony, enclosed balcony or patio that is designated as limited common property for the exclusive use of their strata lot is responsible for all regular maintenance of such balcony, enclosed balcony or patio (including the cleaning of the surface of the balcony, enclosed balcony or patio and associated railings, as well as the removal of debris from any associated drains).

**4. Use of property**

- 4.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the 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.

4.2 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.

4.3 Without limiting the generality of bylaw 37, an owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.

4.4 A resident must not install any kind of film on a window (including any kind of film intended to reduce UV, solar energy and infrared heat transmission).

4.5 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, marketing, selling or distribution of marijuana.

## **5. Pets and animals**

5.1 A resident or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.

5.2 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;
- (b) a reasonable number of small caged mammals;
- (c) up to two (2) caged birds;
- (d) up to two (2) dogs or two (2) cats or one (1) dog and one (1) cat.

5.3 Despite bylaw 5.2, a resident must not keep or harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.

5.4 A resident must apply to council for written permission to keep a pet (a "Permitted Pet") by registering the pet with the council within 30 days of the pet starting to reside on a strata lot (or the original passage of this bylaw – which occurred on May 23, 2006) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.

- 5.5 A resident or visitor must 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 shall be delivered to the municipal pound at the cost of the applicable strata lot owner.
- 5.6 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by a resident visitor of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- 5.7 A contravention of bylaw 5.6 is subject to a fine of up to \$200.00.
- 5.8 Notwithstanding bylaw 5.7, a resident whose pet contravenes bylaw 5.6 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including the strata corporation's legal costs on a solicitor and own client basis.
- 5.9 A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- 5.10 A pet owner must keep a Permitted Pet only in a strata lot, except for ingress and egress.
- 5.11 A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 5.12 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. Without limiting the generality of the foregoing, no bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.
- 5.13 A resident who keeps a fish tank in their strata lot must ensure that they carry insurance for possible damages as a result of the tank leaking or breaking.
- 5.14 A resident or occupant who contravenes any of bylaws 5.1 to 5.5 (inclusive) or 5.9 to 5.13 (inclusive) will be subject to a \$25.00 fine.

## **6. Inform strata corporation**

- 6.1 An owner must notify the strata corporation of:

- (a) the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any, within two 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;
- (c) any changes in the names of any persons residing in the strata lot within 2 weeks of any such change.

6.2 On request by the strata corporation, a tenant or occupant must inform the strata corporation of such tenant's or occupant's name and the strata lot which the tenant or occupant occupies.

## **7. Approval for alterations to a strata lot, limited common property or common property**

7.1 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 on the exterior of a building, or that front on the common property;
  - (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;
  - (viii) the installation or removal of walls, whether structural or not;
  - (ix) flooring; and
  - (x) wiring, plumbing, piping, heating, air conditioning and other services;
- (b) any alteration to common property, including limited common property, or to common assets.

7.2 The strata corporation may require as part of an application for approval of any alteration under bylaw 7.1 that an owner must:

- (a) submit, in writing, detailed plans and description of the intended alteration; and
- (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council;

- 7.3 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.
- 7.4 The strata corporation may require, as a condition of its approval, under bylaw 7.1, 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 from time to time of the strata lot receiving the benefit of an alteration to a strata lot common property, limited common property or common assets must, for so long as he or she remains 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 on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they are an owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and will become due and payable on the due date of payment of the next month's strata fees.
- 7.4 An owner who has altered a strata lot, common property, limited common property or common assets prior to the passage of these bylaws 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.
- 7.5 If, subsequent to the passage of bylaws 7.1 to 7.4 inclusive, 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 7.5, 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 7.5, the cost of such restoration will become due and payable on the due date of payment of next month's strata fees.

- 7.6 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.

## **8. Renovations/alterations**

- 8.1 An owner undertaking an alteration to or in respect of their strata lot must give the council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed, and bonded and in good standing with WorkSafe BC.
- 8.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 8.3 An owner must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby.
- 8.4 An owner, undertaking an alteration to or in respect of their strata lot must ensure that:
- (a) drop cloths are installed and removed daily between the elevators and the strata lot, as well as between other doors to protect common areas from any spillage or dripping; and
  - (b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed daily.
- 8.5 An owner undertaking an alteration to or in respect of their strata lot must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the council at least five business days before the holiday date.

- 8.6 An owner must be in attendance for all significant renovations/alterations, the determination of significant shall be in the discretion of the council.
- 8.7 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.
- 8.8 An owner in contravention of any of bylaws 8.1 to 8.7 (inclusive) shall be subject to a fine of up to \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

**9. Permit entry to strata lot**

- 9.1 A resident or visitor 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 to prevent significant loss or damage;
  - (b) at a reasonable time, on 48 hours' written notice,
    - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or
    - (ii) to ensure a resident or visitor's compliance with the Act, bylaws and rules.
- 9.2 If access to a strata lot is not provided in accordance with bylaw 9.1, 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.
- 9.3 The notice referred to in bylaw 9.1(b) must include the date and approximate time of entry, and the reason for entry.

**Powers and Duties of Strata Corporation**

**10. Repair and maintenance of property by strata corporation**

- 10.1 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. patios, chimneys, stairs, balconies and other things attached to the exterior of a building;
      - D. doors, windows and skylights on the exterior of a building or that front on common property;
      - E. fences, railings and similar structures that enclose patios, balconies and yards;
      - F. parking stalls;
  - (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, and
    - (iii) doors, windows and skylights on the exterior of a building or that front on common property.

## **Council**

### **11. Council size**

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

### **12. Council eligibility**

- 12.1 An owner or the spouse of an owner may stand for council, but not both.
- 12.2 No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

**13. Council members' terms**

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

**14. Removing council member**

- 14.1 The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.
- 14.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 14.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.
- 14.4 Where a council member has been removed pursuant to bylaw 14.1 but not replaced pursuant to 14.2, the council may appoint the remaining council members necessary to achieve a quorum for the strata corporation, even if the absence of the members being replaced leaves the council without a quorum.
- 14.5 A replacement council member elected or appointed pursuant to bylaws 14.2 and 14.4 may be elected or appointed from any person eligible to sit on the council.

**15. Replacing council member**

- 15.1 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.
- 15.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 15.3 The council may appoint a council member under bylaw 15.2 even if the absence of the member being replaced leaves the council without a quorum.

- 15.4 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.

## **16. Officers**

- 16.1 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.
- 16.2 A person may hold more than one office at a time, other than the offices of president or and vice president.
- 16.3 The vice-president has the powers and duties of the president while the president is absent or is unwilling or unable to act,
- (a) if the president is removed, or
  - (b) for the remainder of the president's term if the president ceases to hold office.
- 16.4 The strata council may vote to remove an officer.
- 16.5 If an officer other than the president is removed, resigns, is unwilling or unable to act for a period of 2 or more months, the council members may elect a replacement officer from among themselves for the remainder of the term.

## **17. Calling council meetings**

- 17.1 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.
- 17.2 The notice in bylaw 17.1 does not have to be in writing.
- 17.3 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.

**18. Quorum of council**

18.1 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.

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

**19. Council meetings**

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

19.2 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.

19.3 If a council meeting is held by electronic means, council members are deemed to be present in person.

19.4 Owners and spouses of owners may attend council meetings as observers.

19.5 Despite bylaw 19.4, 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.

**20. Voting at council meetings**

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

20.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

20.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

**21. Council to inform owners of minutes**

21.1 The council must circulate to or post for owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

**22. Delegation of council's powers and duties**

22.1 Subject to bylaws 22.2, 22.3 and 22.4, 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.

22.2 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 bylaw 22.3.

22.3 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.

22.4 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,
- (c) whether a person should be denied access to a recreational facility, or whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

**23. Spending restrictions**

- 23.1 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.

**24. Limitation on liability of council member**

- 24.1 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.
- 24.2 Bylaw 24.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 24.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

**Enforcement of Bylaws and Rules**

**25. Fines**

- 25.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant:
- (a) up to \$200.00 for each contravention of a bylaw, and
  - (b) up to \$50.00 for each contravention of a rule.
- 25.2 The council must, if it determines in its discretion that an owner, tenant or occupant is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

**26. Continuing contravention**

- 26.1 Except where specifically stated to be otherwise in these bylaws, 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.

## **Annual and Special General Meetings**

### **27. Quorum of meeting**

- 27.1 Notwithstanding section 48(3) of the Act, if within 10 minutes after the time fixed for holding a general meeting a quorum is not present, the owners entitled to vote present in person or by proxy constitute a quorum.

This bylaw 27.1 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.

### **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.

### **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, may participate in the discussion at a meeting, but only if permitted to do so by the chair of the meeting.
- 29.3 Tenants who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **30. Voting**

- 30.1 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.
- 30.2 At an annual or special general meeting, voting cards must be issued to eligible voters.

- 30.3 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.
- 30.4 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.
- 30.5 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.
- 30.6 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.
- 30.7 Despite anything in bylaws 30.1 to 30.6 (inclusive), an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

**31. Order of business**

- 31.1 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) elect a council, if the meeting is an annual general meeting;
  - m) deal with new business, including any matters about which notice has been given under section 45 of the Act;
  - n) terminate the meeting.

## **Voluntary Dispute Resolution**

### **32. Voluntary dispute resolution**

- 32.1 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.
- 32.2 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.
- 32.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## **Small Claims Court Proceedings**

### **33. Authorization to proceed**

- 33.1 The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants, or a member of the owner's family or for which the owner is otherwise responsible pursuant to section 158(2) of the Act or these bylaws.

## **Marketing Activities by Residents**

### **34. Sale of a strata lot**

34.1 Real estate signs must not be displayed in a strata lot or on the common property.

34.2 Open houses are permitted in the building under the following conditions only:

- (a) All open house visitors must be met at the front door, escorted to the floor where the open house is being held, and must be escorted from the building.
- (b) A notice must be posted in advance, at the mailbox location, advising of the name of the realtor, dates and times of the open house and the floor where the open house is being held.
- (c) No open house visitor shall be permitted to wander unescorted on any common area of the property.

Despite the foregoing, open houses are permitted without the restrictions set out in bylaws 34(2)(a) through (c) for the townhome strata lots.

## **Insurance and Responsibility**

### **35. Insuring against major perils**

35.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

### **36. Resident Insurance**

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

### **37. Responsibility of Owners**

37.1 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. Without

limiting the generality of the word “responsible”, an owner is responsible for the owner’s own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner. For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the owner.

### **Storage**

#### **38. Storage lockers and bicycle storage**

- 38.1 A resident must store bicycles and tricycles only in the bicycle storage lockers.
- 38.2 A resident must not store any hazardous or flammable substances in storage lockers.

### **Parking**

#### **39. Parking**

- 39.1 A resident must not permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers to enter or be parked or stored on common property, limited common property or land that is a common asset.
- 39.2 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 39.3 A resident storing a vehicle must provide proof of valid insurance to the strata corporation on the commencement date of the storage and on request thereafter.
- 39.4 A resident must not rent, lease or licence the use of any parking stalls to any person other than another resident.
- 39.5 A resident must park only in the parking stall assigned to the resident’s strata lot or which the resident otherwise has authorization to use.
- 39.6 A resident must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
- 39.7 Any vehicle parked in violation of bylaw 39.6 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the applicable strata lot.

- 39.8 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- 39.9 A resident operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- 39.10 Without limiting bylaw 45, a resident or visitor must not smoke while in the parking area, including inside a vehicle.
- 39.11 A resident must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, a resident must hose down and remove all dirt, refuse and excess water from the washing area. While washing, a resident must keep audio volume low.
- 39.12 A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue from such resident's vehicle.
- 39.13 A resident or visitor must not enter or leave the parking garage without ensuring that the gates have closed completely behind them without allowing access to anyone. No tailgating is permitted.
- 39.14 A resident must not store anything other than a motor vehicle in a parking stall.
- 39.15 A resident or visitor must not park or store a vehicle in a parking stall that is not in good operation.

## **Moving**

### **40. Moving in/out procedures**

- 40.1 A resident must provide notice to the strata corporation of all moving arrangements at least 5 full days before the moving date. All moves must take place between 9:00 a.m. and 6:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays. All moves are to be no longer than four hours in duration. Any charges for security services rendered for above and beyond four hours will be assessed to the applicable owner's strata lot.
- 40.2 A resident using the elevator during a move must ensure that the elevator service key is used to control the elevator and the doors not jammed open in any manner.
- 40.3 A resident who is moving into or out of a strata lot must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.

- 40.4 A resident who is moving into or out of a strata lot must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 40.5 A resident must pay a refundable damage deposit of \$200.00, whether in or out, no less than 48 hours prior to any move and any expenses incurred by the strata corporation attributable to the resident will be deducted from the deposit. Except by those moving in or out of townhouse units using only direct access to the street for the sake of moving in or out, a resident moving into or out of a strata lot must pay the strata corporation a non-refundable security fee of \$125.00 to cover the cost of a caretaker or a security guard to monitor the lobby doors, which fee must be paid no less than 48 hours prior to any move.
- 40.6 An owner, tenant or occupant contravening any of bylaws 40.1 to 40.5 (inclusive) shall be subject to a fine of \$50.00.

### **Appearance of strata lots**

#### **41. Cleanliness and Garbage**

- 41.1 A resident must not allow a strata lot to become unsanitary or untidy.
- 41.2 Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the owner of the applicable strata lot.
- 41.3 A resident must ensure that:
- (a) ordinary household refuse and garbage is securely wrapped and placed in the containers provided 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.

### **Rentals and Other Accommodation**

#### **42. Residential rentals**

- 42.1 Prior to possession of a strata lot by a tenant, a 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.

- 42.2 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.

**43. No Short Term Accommodation**

- 43.1 A strata lot must not be used for short-term accommodation purposes, such as a bed-and-breakfast, lodging house, hotel, home exchange, time share or vacation rental (which for certainty includes Air BnB, VRBO, and other similar services). 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.
- 43.2 Effective November 30, 2018, any breach of this bylaw 43.1 is subject to a fine of \$1,000 per day.

**Visitors and Children**

**44. Children and supervision**

- 44.1 A resident is responsible for the conduct of such resident's visitors, including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the rights of quiet enjoyment of others.
- 44.2 A resident is responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the quiet enjoyment of others.
- 44.3 A resident is liable for and must properly supervise activities of children including, but not exhaustively, bicycling, skateboarding and hockey.

**45. No Smoking**

- 45.1 For the purposes of this bylaw 45, the following definitions apply:
- (a) "smoke" or "smoking" includes 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, for certainty, marijuana); and
  - (b) "vape" or "vaping" includes inhaling, exhaling, vapourizing or carrying or using an activated e cigarette
- 45.2 A resident or visitor must not smoke or vape anywhere on or within Strata Plan BCS 1871, including a strata lot.

**46. Miscellaneous**

- 46.1 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 46.2 A resident or visitor must not wear or use inline skates and skateboards anywhere in the building, including a strata lot.
- 46.3 A resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset, unless such common property or common asset is a playground.
- 46.4 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.
- 46.5 Subject to bylaws 34.1 and 46.6, a resident must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 46.6 A resident may post notices on the designated bulletin board, subject to being removed by the council if deemed inappropriate or posted for in excess of one week.
- 46.7 A resident or visitor must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- 46.8 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
- 46.9 A resident must ensure that drapes or blinds visible from the outside of the building are cream or white in colour.
- 46.10 A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 46.11 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds, satellite dishes, antennae and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, a resident may place free standing, self contained planter boxes or containers, summer furniture and accessories on the limited common property balcony or patio area designated for the exclusive use of such resident's strata lot.
- 46.12 A resident who installs Christmas lights must install them after December 1st of the year approaching Christmas and must remove them before January 15th of the year following Christmas.

46.13 Live Christmas trees are prohibited anywhere within the boundaries of Strata Plan BCS 1871, including a strata lot.

**47. Contingency Reserve Fund Plan (CRFP)**

47.1 Council shall establish and maintain a CRFP substantially in the form found in Appendices A and B to these bylaws.

47.2 The CRFP shall incorporate forecasts of future major expenses related to the replacement of all major components of BCS 1871.

47.3 Council shall periodically review and update the CRFP to ensure that estimates of replacement costs, investment returns and inflation are appropriate and reasonable. Such reviews shall take place annually, at a minimum.

47.4 Council shall report to the Owners when material changes to the CRFP occur.

47.5 The CRFP does not include a provision for operating budget surpluses, which may be transferred to the Contingency Reserve Account, in addition to the annual CRFP contribution.

47.6 The CRFP shall form part of the financial information presented to Owners at each annual general meeting (although no audit of the CRFP shall be required).

47.7 Nothing in this bylaw shall relieve Council of its obligation to seek Owners' approval in accordance with the Act to withdraw or add funds from / to the contingency reserve fund.

**48. Security Measures**

48.1 The Strata Corporation has installed closed circuit television and video surveillance in those common areas of the strata plan identified in the rules of the Strata Corporation for the purpose of collecting data from such systems. The hours of system operation will be determined by the council.

48.2 The Strata Corporation collects data with respect to the usage of each access fob programmed for use at and within Strata Plan BCS 1871.

48.3 The video files and/or security fob usage records will be used by the Strata Corporation for surveillance and monitoring purposes only, including the following purposes:

- (a) being alerted to the presence of trespassers within the boundaries of Strata Plan BCS 1871;

- (b) preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance, damage or injury caused by or to any person within the boundaries of Strata Plan BCS 1871; and
  - (c) enforcing those Strata Corporation Bylaws and Rules which relate to the safety and security of the strata plan and its residents and visitors.
- 48.4 The video files and/or security fob usage records will be stored by or on behalf of the Strata Corporation via its security contractor 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 or rule enforcement purposes.
- 48.5 The personal information of residents and visitors will only be reviewed or disclosed as follows:
  - (a) to law enforcement for the purposes set out in bylaw 48.3(a) or (b), or as otherwise required by law;
  - (b) to the strata manager, caretakers of the Strata Corporation, council members and/or the Strata Corporation's security contractor for the purposes set out in bylaws 48.3(a), (b) or (c), or as otherwise required by law;
- 48.6 An owner, tenant, occupant or visitor must not do anything to damage or interfere with any closed circuit television, video surveillance or access fob equipment.
- 48.7 In installing and/or maintaining the systems described herein, 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 (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.
- 48.8 A resident or visitor must not install or use, or permit to be installed or used, any surveillance measures (such as video surveillance) on the common property where such measures will or may capture any personal information about another resident or a visitor.

– END –

- Bylaws were repealed and replaced in their entirety – September 26, 2017 AGM
- Bylaws amended at AGM held September 25, 2018 under Registration No. CA7113236