

SANDPIPER STRATA PLAN – VR 320

BYLAWS

(Updated at the February 28, 2023 AGM)

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

Strata Corporation VR 320

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.

THE WYNFORD GROUP
Managing Agents for
VR 320

**STRATA PLAN VR 320
SANDPIPER BYLAWS**

Amendments:

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Registration:	October 26, 2015	CA4765187
Registration:	April 4, 2016	CA5086469
Registration:	March 9, 2017	CA5862749
Registration:	March 23, 2021	CA8862227
Registration:	August 6, 2021	CA9256537
Registration:	March 11, 2022	CA9778397
Registration:	March 18, 2022	CA9796177

Preamble:

1. Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act, S.R.C 1998, c. 43 (the act). For the purposes of these bylaws, “Owners” means collectively, owners and occupants and “an Owner” means collectively, an owner and occupant.
2. Unless otherwise stated the Standard Bylaws in the Act do not apply to the Strata Corporation.

Disclaimer: This document is being provided as part of the Strata Corporation records. Viewers are cautioned that official registered documents are available in the Land Title Office and shall be considered the true and official document.

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SANDPIPER
Strata Plan VR 320

DIVISION 1 – DUTIES OF OWNERS

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 Failure to pay strata fees on the due date will result in a fine as set out in Bylaw 34 of these bylaws.
- 1.3 All costs and charges, including but not limited to bank service charges, property management company service charges incurred by the Strata Corporation due to insufficient funds will be charged directly back to the owner.
- 1.4 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy. Failure to pay a special levy on the due date will result in a fine as set out in Bylaw 34 of these bylaws.
- 1.5 If an owner is late paying their strata fees or special levies, the owner must pay to the Strata Corporation interest on the late payment in the amount of 10% per annum, compounded annually and calculated monthly commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- 1.6 The interest payable on a late payment of strata fees or a special levy is not a fine and shall form part of the strata fees for the purposes of Section 116 of the Act.
- 1.7 An owner in default in the payment of common expenses, strata fees, special levies, interest, fines and any other amounts owing pursuant to the Act will be deemed to be in arrears. Any owner in arrears shall reimburse the Strata Corporation and save it harmless against any and all costs and expense, including the issuance of a demand letter required to collect such arrears, including legal costs comprised of fees, taxes, disbursements, and other related expenses as between a solicitor and own client/full indemnity basis.

For the purposes of Section 133(2) of the Act,

- (1) Reasonable costs of remedying a contravention of the Strata Corporation's bylaws or Rules shall be interpreted to include, but not limited to, legal costs comprised of legal fees, taxes, disbursements, and other related expenses as between a solicitor and own client/full indemnity basis
- (2) Any legal costs or expenses incurred by the Strata Corporation to collect any arrears shall be charged to that owner and shall be added to and become part of the assessment of that owner for the month following the date on which the legal expenses were incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of the payment of the monthly assessment.

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.
- 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 Where the following conditions exist:
- (a) a strata lot or the common or limited common property has been altered with the approval of the council; and
 - (b) it was a term or condition of that approval that the owner and subsequent owner be responsible for the costs of the repair and maintenance of that alteration,

Then, the owner of the strata lot who has the use and enjoyment of the altered common or limited common property or who benefits from the alteration shall be responsible for the costs of the repair and maintenance of the alteration which would otherwise not have been incurred by the Strata Corporation.

- 2.4 Any owner installing hard-surface flooring is responsible for ensuring that appropriate soundproofing or insulation is provided to prevent the transmission of noise. If there are complaints of noise transmission then it is the responsibility of the owner to resolve the issue, including but not limited to, replacing the flooring with appropriate insulation or the laying down of carpeting.
- 2.5 An owner is responsible for the repair and maintenance of all:
- (a) toilets, bathtubs, showers, sinks and drains located within their strata lot;
 - (b) plumbing pipes and fixtures and hoses that are not common property;
 - (c) electrical outlets, electrical fittings and fixtures and electrical panels located within the strata lot;
 - (d) thermostats;
 - (e) garburators;
 - (f) exhaust fans located in bathrooms and kitchens; and
 - (g) betterments, improvements, and upgrades made to the strata lot including, but not limited to original flooring, cabinets, or fixtures

3. USE OF PROPERTY

- 3.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property, or common assets in a way that:

- (a) causes a nuisance or hazard to another person;
- (b) causes unreasonable noise;
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
- (d) is illegal; or
- (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 Notwithstanding Bylaw 3.1(e), an owner or resident may operate a home business and/or a home office in a strata unit, provided that such operation complies with municipal bylaws and does not require:

- (a) access by members of the public; or
- (b) any signage.

3.3 An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

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

4. DISTURBANCE OF OTHERS AND HAZARDS

4.1 No owner, occupier, tenant or their guests shall use the strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:00 pm and 8:00 am.

4.2 Noise generating repairs or renovations to strata lots may only be carried out between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday and between 10:00 a.m. and 4:00 p.m. on Saturday. No noise generating renovation may be carried out on a Sunday or a Statutory Holiday, except in the case of an emergency.

4.3 No mops or dusters of any kind shall be shaken and no items of any kind shall be thrown out of the windows or doors or from balcony of a strata lot.

4.4 No owner, occupier, tenant or their guests shall use a barbecue, hibachi, or other cooking device, or smoke cigarettes, pipes, cigars or other similar products, including, but not limited to, marijuana, tobacco or vaping, on limited common property (including balconies, enclosed balconies or patios

4.5 Each owner, occupier, tenant or their guests shall endeavour to conserve the plumbing and electrical systems of the buildings. An owner is strictly liable for any damage to any of these systems caused by the actions, or failure to act, of any owner, occupier, tenant

or their guests and shall be repaired at the expense of the Owner. No owner, occupier, tenant or their guests shall permit a condition to exist within their strata lot which will result in wasting or excessive consumption of domestic water supply.

- 4.6 No owner, occupier, or tenant shall install a clothes washer or dryer in their unit except in the case of repair or replacement of previously installed machines, which have been previously grandfathered and are listed on the master list kept by the Strata Corporation.
- 4.7 Owners occupiers, tenants or their guests must not obstruct or use the sidewalks, walkways, passages, hallways 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.
- 4.8 An owner, tenant or occupant must not do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- 4.9 An owner, tenant or occupant must not allow vehicles in their care to leak any fuels or other fluids or substances onto common property or limited common property and any owner, tenant or occupant. In the event that any fuels, other fluids, or substances do leak, the owner, tenant, or occupant shall be liable for any costs incurred for clean up or damage due to such spillage.

5. CLEANLINESS

- 5.1 An owner, occupier, or tenant shall not allow their strata lot to become unsanitary.
- 5.2 Ordinary household compost material, recycling and garbage shall be removed from each strata lot and deposited in the outside compost, recycling and garbage bins located at the basement level of the building; all garbage shall be bagged and tied before depositing in the outside garbage bin; any materials other than ordinary household compost, recycling and garbage shall be removed from the strata plan property at the expense of the individual Owner.
- 5.3 An owner, occupier, tenant or their guests must not feed pigeons, gulls or other birds, squirrels or other rodents or any other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property. This shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and rules made hereunder, which pet shall be fed only within a strata lot

6. STORAGE

- 6.1 No part of common property shall be used for storage, except for:
 - (a) a storage locker which is assigned to an owner or rented by an owner/resident;
 - (b) bike room;
 - (c) where permission has been granted in the Strata Corporation's rules, which may be amended from time to time; or

- (d) where permission has been granted by the Strata Council, in writing.
- 6.2 Owners and residents must not store within a strata lot, common property or limited common property anything that may cause harm, including but not limited to:
- (a) a fire hazard that is not properly contained in a CSA approved container;
 - (b) any material that is corrosive;
 - (c) any material that is toxic; and
 - (d) any object or material that would cause the strata lot, common property or limited common property to be deemed unsanitary or a source of odour.
- 6.3 Owners store any property or materials at their own risk. The Strata Corporation accepts no legal liability or responsibility for any loss or damage, no matter the cause.
- 7. PETS**
- 7.1 An owner, tenant or occupant must not keep any pets on a strata lot other than the following:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) one dog or one cat.
- 7.2 An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws as if the animal or pet were one kept by the owner or occupant in his or her strata lot.
- 7.3 An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- 7.4 Pets are not permitted in common property including but not limited to the amenity room, laundry room, locker rooms, workshop or gardens
- 7.5 An owner, tenant, occupant or visitor who allows a pet in their strata lot or on common property, or limited common property is responsible for the behaviour of that pet and shall not permit the pet to cause a nuisance or permit the pet to disturb any other owner, tenant, occupant or visitor due to aggressive behaviour, barking, howling or the making of other noise. If the council receives a complaint about a pet, the council may:
- (a) issue a warning letter;
 - (b) fine the owner;

- (c) require the owner to pay the costs of remedying the contravention;
- (d) require the owner to pay the costs of repairing any damage caused; o
- (e) order the immediate removal of the pet from the strata lot.

7.6 Any dog that is deemed aggressive by Council, as defined by The City of Vancouver Animal Control By-law will be required to be muzzled at all times while on common property, including, but not limited to, walkways, hallways, elevators and the garage. For reference, Council will be using the definition of “aggressive” as found in The City of Vancouver’s Animal Control By-Law, which states:

SECTION 1 INTERPRETATION

1.2 In this By-law: “aggressive dog” means:

- (a) a dog with a known propensity, tendency, or disposition to attack without provocation other domestic animals or human beings, or
- (b) a dog which has bitten another domestic animal or human being without provocation

7.7 An owner, tenant, occupant or visitor with a pet shall not permit the pet to urinate or defecate on the common property. In the event that any pet does urinate or defecate on the common property, the owner, tenant, occupant or visitor 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. In the event that any pet does urinate or defecate on the common property, the owner, tenant, occupant, or visitor shall be responsible for any costs, including but not limited to the costs related to:

- (a) any special cleaning required as a result of the pet urinating or defecating; and
- (b) if any repairs or replacement to any part of the common property is required, the owner, tenant, occupant or visitor shall pay all costs of such repairs or replacement of property.

7.8 An owner, tenant, occupant or visitor with a pet shall not permit the pet to damage, in any way, common property of the Strata Corporation and if in the reasonable opinion of the Strata Council:

- (a) any special cleaning is required as a result of damaged caused by a pet, the owner, tenant, occupant or visitor will be pay all costs of such special cleaning.
- (b) if any repairs or replacement to any part of the common property is required, the owner, tenant, occupant or visitor shall pay all costs of such repairs or replacement of property

- 7.9 The Strata Corporation reserves the right to charge back all costs associated with pet damage to the owner of the unit where the pet resides, or in the case of a guest, the unit whose invitee brought the pet onto the premises.
- 7.10 If the council determines that the Bylaws applicable to pets and animals are not being observed by owners, tenants, or occupants or an animal's behaviour constitutes a danger, the council may:
- (a) order removal of the animal from the strata lot or common property within 30 days of said notice; and
 - (b) if the owner fails to remove the pet or animal within the 30 days as required by the notice, the council may take action to have the pet or animal removed and all costs of such removal will be charged back to the owner of the strata lot.

8. VEHICLES AND PARKING

- 8.1 An owner shall use the parking space(s) which has (have) been specifically assigned to their strata lot.
- 8.2 Owners are permitted to rent their designated parking space(s) only to other owners or current tenants of the Strata Corporation.
- 8.3 Owners or tenants may lend their parking space(s) to short-term personal guests.
- 8.4 No oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment shall be carried out on common property, except in the case of emergency. The owner, tenant or occupant shall be liable for any costs incurred for clean up or damage due to such emergency oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment.
- 8.5 No vehicle shall park in a manner which will impede the maneuverability of other vehicles.
- 8.6 Parking stalls shall not be used for storage of any kind, except for motor vehicles, trailers, motorcycles, bicycles, unless otherwise approved by the Strata Council, in writing, or as indicated in the Strata Corporation's rules.
- 8.7 No owner, tenant, occupant or visitor may cause or permit any vehicle, including but not limited to a car, truck, trailer, or motorcycle, that is not registered or insured in British Columbia to be parked on the common property or limited common property.
- 8.8 In the event that an owner, tenant, or occupant parks a vehicle with valid storage insurance on the common property or limited common property:
- (a) proof of valid storage insurance must be clearly displayed on the dash of the vehicle;

- (b) Any policy for storage insurance that is displayed on the dash must include liability insurance for no less than one million dollars (\$1,000,000)
- (c) the owner of an unlicensed vehicle must provide proof of insurance to the Strata Corporation and provide a description of the vehicle and the location where the vehicle will be parked;
- (d) the owner, tenant, or occupant may park a vehicle with valid storage insurance on the common property or limited common property for a period of time not exceeding 12 months, except with express written consent from the Strata Council. In the event that the owner, tenant, or occupant does not have written permission to exceed the 12 month period, the owner, tenant, or occupant must cause the vehicle with valid storage insurance to be removed from the common property or limited common property;
- (e) if in the reasonable opinion of the Strata Council the vehicle poses a risk to any persons, the common property, or the limited common property, the council will issue an immediate removal order, notwithstanding any previous permission to park or store said vehicle;
- (f) if the owner fails to comply with a removal order within 30 days the Strata Corporation reserves the right to have the vehicle removed without warning, and all costs associated with the removal including but not limited to tow costs
- (g) or impound costs, will be the responsibility of the owner of the vehicle. Any costs incurred by the Strata Corporation will be charged backed to the owner of the vehicle, or to the owner of the unit who is shown to have assignment of that particular parking stall.

8.9 Any vehicle found to be parked in contravention of the Bylaws and the Rules will be subject to towing and impounding without warning and at the sole expense of the owner of the vehicle.

8.10 An owner or resident is permitted to wash a vehicle on common property as stated in the Strata Corporation's rules.

9. RENTING OF UNITS

9.1 Assignment or subletting is permitted in accordance with the Residential Tenancy Act, Section 34.

9.2 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 *Strata Property Act*.

9.3 An owner that is a corporation is subject to this bylaw.

9.4 An owner, tenant or occupant must not rent less than all of a strata lot, except as provided under bylaw 9.5.

9.5 Permission is granted for an owner to rent a bedroom to a roommate provided:

- (a) The unit is the owner's principal residence;
- (b) The owner remains an occupant; and
- (c) The tenancy agreement is for greater than 30 days.

10. SHORT-TERM ACCOMMODATION USE

10.1 A strata lot must not be used for short-term accommodation purposes, such as a bed-and-breakfast, lodging house, hotel, home stays, short-term student exchange, time share, or vacation accommodation purpose including those arranged through websites such as VRBO, AirBnB or other similar types of websites. Without limiting the generality of the foregoing, an owner, tenant or occupant must not enter into a license for the use of all or part of a strata lot for short-term accommodations. For the purpose of this bylaw short term accommodation agreements, short term license agreements or other short term accommodation arrangements are defined as any agreement to occupy a strata lot that is for a period of less than 30 days.

10.2 Despite bylaw 10.1, an owner may use the strata lot for the purposes of a "Vacation Stay". For the purposes of this bylaw 10.2, a Vacation Stay is defined as an arrangement whereby someone other than the owner, tenant or occupant stays in the strata lot, in a house sitting arrangement or pet sitting arrangement, while the owner, tenant or occupant is away on vacation. For the duration of the Vacation Stay, the possessions of the owner, tenant or occupant remain in the strata lot.

10.3 An owner, tenant or occupant is limited to Vacation Stays, house sitting or pet sitting arrangements totalling not more than 90 days, every twelve (12) months, unless approved in writing by the Strata Council. Any owner, tenant or occupant who will have a vacation stay or house sitter or pet sitter stay for more than two consecutive weeks must notify the Strata Council in writing and provide updated emergency contact information.

10.4 During a Vacation Stay an owner must not permit pets in excess of those allowed in Bylaw 7.1 to occupy the strata lot.

11. LANDLORD AND TENANT RESPONSIBILITIES

11.1 Before an owner or their rental management company rents a residential strata lot, the owner or rental management company must give the prospective tenant:

- (a) a copy of the current Bylaws and Rules; and
- (b) a Notice of the Tenant's Responsibility – Form K, to be filled out and returned to the Strata Corporation within two weeks of occupancy.

11.2 An owner who fails to provide the appropriate forms, as outlined in this provision, will be subject to a fine.

11.3 The Landlord is responsible for their Tenant and will reimburse the Strata Corporation and save it harmless against any and all costs and expenses, including legal costs, fees, taxes,

disbursements, and other related expenses, as between a solicitor and their own client on a full indemnity basis for the acts and/or omissions of a tenant.

- 11.4 The Landlord is responsible to reimburse the Strata Corporation for any judgments, awards, fines or other financial penalties, and/or injunctive relief imposed on the Strata Corporation for the acts or omissions of the tenant.
- 11.5 Any fines or costs for remedying a contravention of the bylaws or rules levied against a tenant becomes the responsibility of an owner if the tenant refuses to pay the fine.
- 11.6 Upon written request by the Council, an owner will evict a tenant for repeated or continuing contravention of a reasonable and significant bylaw pursuant to Section 147 of the Act and the Residential Tenancy Act.
- 11.7 If any owner refuses to evict a tenant under this bylaw, then that owner is deemed to have made the Strata Corporation the owner's agent for the purposes of the Residential Tenancy Act and Section 138 of the Act.
- 11.8 All tenants have an obligation under the Act to:
 - (a) follow the Bylaws and Rules of the Strata Corporation; and
 - (b) sign a Notice of the Tenant's Responsibilities – Form K.
- 11.9 Tenants will:
 - (a) maintain reasonable cleanliness and sanitary standards throughout the strata lot and common property;
 - (b) avoid noisy or unruly disturbances, which may bother or interfere with other residents;
 - (c) repair or pay to repair damages to common or limited common property caused by the tenant or their guests; and
 - (d) not use their strata lot or common area for any illegal purpose or in contravention of the Act or these bylaws

12. INSURANCE AND INDEMNITY

- 12.1 The Strata Corporation shall maintain insurance for buildings, common facilities and any Insurable improvements owned by the Strata Corporation to their replacement value, against fire and against other perils as the usual subject insurance in respect to similar properties.
- 12.2 The Strata Corporation may obtain and maintain insurance against other perils, including liability to the amount it considers advisable.
- 12.3 Owners shall obtain and maintain insurance for loss or damage to their strata lots against fire and other perils in excess of the insurance by the Strata Corporation.

- 12.4 Owners shall obtain and maintain insurance for damage to their strata lots in excess of insurance on the improvements of the Strata Corporation.
- 12.5 An owner, tenant, occupant, or visitor must not cause damage other than reasonable wear and tear to the common property, common assets, or those parts of the strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 12.6 An owner is responsible for any damage to any property described in subsection (6) caused by tenants, occupants or visitors to the Owner's strata lot.
- 12.7 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, employees or pets of the strata lot or the Owner. For the purposes of these bylaws:
- 12.8 "Strata insurance" means the insurance coverage obtained and maintained by the Strata Corporation pursuant to the Act and these bylaws; and
- 12.9 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. The Strata Corporation may sue an owner in order to recover the deductible portion of an insurance claim if the owner is responsible for the loss or damage that gave rise to the claim.

13. CANNABIS AND CONTROLLED SUBSTANCE

- 13.1 An owner, tenant, occupant, or visitor must not use or permit any part of a strata unit or common property to be used as a site for cultivating, manufacturing, producing, dispensing, selling, or distributing marijuana, marijuana-derived products, marijuana-related products and accessories, and/or any other controlled substances, whether licensed or otherwise, except as expressly provided by municipal, provincial or federal law.

14. NON SMOKING

- 14.1 For the purposes of this bylaw, the term "smoking" includes, but is not limited to:
- (a) inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or any other substances, including but not limited to marijuana or cannabis;
 - (b) the burning, combusting and/or vaporizing of:
 - (i) tobacco of any type;

- (ii) any drugs or pharmaceuticals including, but not limited to, marijuana, crack cocaine, hashish, methamphetamines or heroin; and
 - (iii) e-liquids or other substances used in vaporizers, electronic-cigarettes or similar appliances which allow for the inhalation of vapour of atomized liquids or substances.
- 14.2 For the purposes of this bylaw “vape” or “vaping” includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.
- 14.3 For the purposes of this bylaw “marijuana” includes any plant grown or cultivated and harvested from the cannabis plant.
- 14.4 All buildings and lands that comprise the Strata Corporation are strictly non-smoking and smoking is prohibited in all areas. A resident or visitor must not smoke or vape in or on the following areas that comprise and are part of the buildings and lands that comprise the Strata Corporation which include but are not limited to:
 - (a) Any common property that is located within a building (including but not limited to hallways, elevators, parking garages, service rooms, storage lockers, stairs and amenity rooms);
 - (b) Any limited common property;
 - (c) Any interior or exterior recreational and common facilities, including the garden area;
 - (d) Any balcony, including an enclosed balcony, patio or deck;
 - (e) Within six metres of a door, window or air intake;
 - (f) Within any strata unit; and
 - (g) As set out in the Tobacco and Vapour Products Control Act and the Tobacco and Vapour Products Control Regulation.
- 14.5 Related to this bylaw, notwithstanding the above, an owner or tenant may seek a medical exception for cannabis from the Strata Council subject to the following two conditions being met:
 - (a) their medical documentation supporting the use of cannabis for medical purposes under the Cannabis Regulations or the Cannabis Act, obtained from their treating physician or nurse practitioner; and
 - (b) if a smoking version is to be used, also stating that there is no alternate non-smoking formulations that would be appropriate for use.

15. EXTERIOR APPEARANCE AND ALTERATIONS

- 15.1 No Owner or resident shall install window coverings, visible from the exterior of a strata lot, which are of a different colour than the original building specifications.

- 15.2 No laundry, washing, clothing, bedding or other articles shall be hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 15.3 No shades, awnings, window or balcony guards or screens, ventilators, supplementary heating, or air conditioning devices shall be used or installed in or about the strata plan except those installations approved in writing by Council.
- 15.4 No television or radio antenna or similar structure or appurtenance thereto shall be erected on or fastened to any unit.
- 15.5 Subject only to the relevant provincial and federal election laws, no signs, billboards, notices, or other advertising matter of any kind shall be placed on any part of a unit that are visible from the outside of the building without the written consent of the Council.
- 15.6 An Owner shall not do any act or permit any act to be done, or alter or permit to be altered, the owner's Strata Lot, any Common or Limited Common Property, in any manner, which in the opinion of Council will alter the exterior appearance of the building unless approved by the Strata Council, in writing. To assist the Owner in observance of this Bylaw, the Strata Corporation will supply the appropriate paint, after having approved the painting project to be used on the exterior concrete wall and ceiling surfaces of the balconies.
- 15.7 Notwithstanding bylaw 15.6 an owner must obtain the written approval the Strata Corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) any interior or exterior strata lot wall;
 - (h) installing or removing plumbing or plumbing fixture when that installation or removal requires a permit in accordance with the District/City's building bylaws as amended from time to time;
 - (i) limited common property; and
 - (j) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
- 15.8 The Strata Corporation may not unreasonably withhold its approval under bylaw 15.7.

The Strata Corporation may, however, require as a condition of its approval that the owner agree, in writing, to:

- (a) provide drawings and specifications prepared by a qualified engineer or architect or other professional acceptable to the Council if the alterations involve the alteration or relocation of common property or limited common property;
- (b) provide copies before proceeding on any development and building permits issued to the owner or the owner's contractor by the City of Vancouver;
- (c) agree, in writing, that all alterations shall be done in accordance with the designer plans approved by the Council or its duly authorized representatives and that changes during the course of the alterations be brought to the attention of the duly authorized representative for approval or referral to the Council; and
- (d) enter into a written agreement to take responsibility for any expenses relating to the alteration, including loss or damage to common or limited common property or common assets of the corporation and indemnify and hold harmless the Strata Corporation for any future costs or expenses incurred by the Strata Corporation, including costs and expenses to repair damage resulting directly or indirectly from the alterations or renovations.

- 15.9 Unless otherwise specified by the Strata Corporation, if alterations to a strata lot, common property or limited common property do not begin within 90 days of receipt of written approval, the approval automatically expires.
- 15.10 Approved alterations to a strata lot, common property or limited common property must be completed in a timely manner and the Council reserves the right to impose fines on any owner who has not, after receiving a written warning by Council, either completed the approved alterations in the timeline set out by Council or has requested a hearing as set out in the SPA. In the event that the owner defaults on completing the work, the Strata Corporation reserves the right to take remedial action and associated costs will be referred back to the owner.
- 15.11 Noise generating alteration/renovations and repairs to a strata lot, common property and limited common property which do not need to be carried out immediately to ensure safety or to prevent significant loss or damage may only be carried out between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday and between 10:00 a.m. and 4:00 p.m. on Saturday, and no noise generating renovation or repairs may be carried out on a Sunday or a Statutory Holiday, except in the case of an emergency. The Council may grant a temporary, time specified and necessary exception to this bylaw before the renovations or repairs commence.
- 15.12 An owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets. 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 and to provide, at the request of the Strata Corporation, evidence of appropriate insurance coverage relating to the alteration.

15.13 Any alterations/renovations that are completed without written approval of the Strata Corporation must be repaired or removed at the owner's sole expense upon written demand by the Council.

16. REPAIR, MAINTENANCE AND UPKEEP OF ENCLOSED BALCONIES

16.1 Any Owner wishing to enclose their balcony, replace any exterior window, must first apply in writing to the Strata Council for consent. Such consent shall not be unreasonably withheld as long as the installation conforms to all specifications established, if any, by the City of Vancouver and the Strata Corporation.

16.2 The Strata Corporation has full and final approval for the design specifications and materials used. The design specifications must include but are not limited to the following:

- (a) double glazed windows;
- (b) glass must be clear - tinted glass may not be used;
- (c) metal framework must be of the same colour as exists on the building window frames;
- (d) detachable and demountable glazing must be used to allow for the opening of balcony windows to provide for natural ventilation;
- (e) ventilation outlets such as kitchen range hoods, dryer or washroom vents, must be ducted across the balcony ceiling to the exterior; and
- (f) additional electrical fixtures/outlets may not be installed.

16.3 No part of the enclosed balcony may be used as a bedroom or for storage purposes.

16.4 There may be no removal of, or alteration to, the present structure which would compromise the structural integrity of the building. All the original balcony railings and central heating radiators must remain fastened in their original position

16.5 Owners are responsible for all the maintenance and repair of balcony enclosures. If the Strata Corporation is required to undertake balcony maintenance or repairs, the resulting costs will be charged back to the owner.

16.6 Any owner wishing to remove a balcony enclosure or to make any other exterior change must first notify the Strata Council, in writing, and ensure that the contractor for the work is insured for public liability for a minimum of \$1,000,000.00 and the removal of any exterior change must restore the affected area to the original condition in every respect.

16.7 An owner may install flooring material on an enclosed balcony and may apply paint, drywall, or affix alternative wall coverings to the walls and ceiling of the enclosed balcony provided the specifications with regard to colour and boundaries outlined in bylaw 15.6 are complied with.

16.8 Owners of enclosed balconies are responsible for the costs to have their exterior balcony windows washed, to coincide with each scheduled building exterior window cleaning.

17. PERMISSION TO RENOVATE A STRATA LOT

- 17.1 An owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) any interior or exterior strata lot wall;
 - (h) installing or removing plumbing or plumbing fixture when that installation or removal requires a permit in accordance with the District/City's building bylaws as amended from time to time;
 - (i) limited common property;
 - (j) wiring;
 - (k) flooring;
 - (l) heating and/or cooling systems; and
 - (m) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
- 17.2 The Strata Corporation must not unreasonably withhold its approval under 17.1, but may require as a condition of its approval that the owner agree, in writing, to
- (a) provide drawings and specifications prepared by a qualified engineer or architect or other professional acceptable to the Council if the alterations involve the alteration or relocation of common property or limited common property;
 - (b) provide copies before proceeding on any development and building permits issued to the owner or the owner's contractor by the District of...;
 - (c) agree, in writing, that all alterations shall be done in accordance with the designer plans approved by the Council or its duly authorized representatives and that changes during the course of the alterations be brought to the attention of the duly authorized representative for approval or referral to the Council;

- (d) enter into a written agreement to take responsibility for any expenses relating to the alteration, including loss or damage to common or limited common property or common assets of the corporation and indemnify and hold harmless the Strata Corporation for any future costs or expenses incurred by the Strata Corporation, including costs and expenses to repair damage resulting directly or indirectly from the alterations or renovations.
- 17.3 Unless otherwise specified by the Strata Corporation, if alterations to a strata lot, common property or limited common property do not begin within 90 days of receipt of written approval, the approval automatically expires.
 - 17.4 Approved alterations to a strata lot, common property or limited common property must be completed in a timely manner and the Council reserves the right to impose fines on any owner who has not, after written warning by this Council, completed the approved alterations in a timely manner.
 - 17.5 The Owner or occupant is responsible to obtain appropriate City of Vancouver Building Permits if their renovations or repairs are subject to building permits.
 - 17.6 All contractors performing renovations or repairs must have a business license to operate in the City of Vancouver and must comply with Worksafe BC regulations.
 - 17.7 Owners are cautioned that the original strata lot ceiling coatings and the mud in the drywall tape may be contaminated with asbestos. Owners are responsible for the safe remediation of all asbestos contaminated areas and must complete the asbestos log held by the Strata Corporation. Owners must manage any disturbances of the ceilings or original drywall accordingly.
 - 17.8 All contractors or vendors associated with the renovations or alterations must be insured for a minimum of \$1,000,000 contractor's liability insurance.
 - 17.9 Noise generating alterations/renovations and repairs to a strata lot, common property and limited common property which do not need to be carried out immediately to ensure safety or to prevent significant loss or damage may only be carried out between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday and between 10:00 a.m. and 4:00 p.m. on Saturday, and no noise generating renovation or repairs may be carried out on a Sunday or a Statutory Holiday, except in the case of an emergency or with express permission in writing from the Strata Council.
- 18. INFORM STRATA CORPORATION**
- 18.1 Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of: the owner's name, strata lot number and mailing address outside the strata plan, if any; and the telephone number and email address of a person with a key to the strata lot who can be contacted in an emergency if the owner cannot be reached.
 - 18.2 Within 2 weeks of any change to the information referred to in Bylaw 18.1, an owner will provide updated information to the Strata Corporation.

18.3 An owner must give written notice to the Strata Corporation if the owner's strata lot will be vacant, which for the purposes of this bylaw means emptied of furniture and unoccupied for a period greater than 2 consecutive weeks

19. PERMISSION TO ENTER A STRATA LOT

19.1 An owner, resident or tenant must allow a person authorized by the Strata Corporation to enter the strata unit:

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata unit that are the responsibility of the Strata Corporation to repair and maintain under the Bylaws or insure under Section 149 of the Act.
- (c) for the purposes of pest control, including the inspection of, and treatment for, that is necessary to control pest activity

19.2 If forced entry to a strata unit is required for emergency access and the inability to contact the owner of the strata unit, the owner shall be responsible for all costs of forced entry incurred by the Strata Corporation, including repair or replacement of the strata lot door.

19.3 The notice referred to in bylaw 19.1(b) must include the date and approximate time of entry, and the reason for entry.

19.4 Where the Strata Corporation is required to enter a strata unit for the purpose of maintaining, inspecting, repairing or renewing the common property, the Strata Corporation and its employees or contractors must, in carrying out the work, do so in a proper and professional manner and shall make good any damage to the strata unit occasioned by such work and restore the strata unit to its former condition, clean and free of debris.

DIVISION 2 -- POWERS AND DUTIES OF STRATA CORPORATION

20. REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

20.1 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:
 - (iii) the structure of a building;
 - (iv) the exterior of a building;
 - (v) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (vi) doors, windows and skylights on the exterior of a building or that front on the common property; and
 - (vii) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
- (i) the structure of a building;
 - (ii) The exterior of a building;
 - (iii) Chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) Doors, windows and skylights 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

21. COUNCIL

- 21.1 The council shall consist of no fewer than 5 and no more than 7 members at any given time
- 21.2 Should 3 or more council members resign during the term, the council shall, within 90 days of the third resignation, convene a general meeting to elect new members to fill the vacancies.
- 21.3 No person is entitled to be elected to Council or continue to serve 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 of The Strata Property Act (SPA).
- 21.4 The spouse of an owner is eligible to stand for Council, provided that the owner and their spouse do not serve on Council at the same time.

22. COUNCIL MEMBERS' TERMS

- 22.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 22.2 A person whose term as council member is ending is eligible for re-election

23. REMOVING COUNCIL MEMBER

- 23.1 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.
- 23.2 After removing council member(s), 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.

24. REPLACING COUNCIL MEMBER

- 24.1 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.
- 24.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 24.3 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.
- 24.4 If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

25. OFFICERS

- 25.1 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.
- 25.2 Council will appoint a privacy officer who may be a member of council or any owner eligible to sit on Council as required under the Personal Information Protection Act . The Secretary will serve as the Privacy Officer until council has made such appointment.
- 25.3 The privacy officer is responsible to ensure that the Strata Corporation complies with the requirements of the Personal Information Protection Act (PIPA) and in accordance with the Strata Corporation's privacy policy (Division 9).
- 25.4 A Council member may hold more than one office at a time, other than the offices of president and vice president.
- 25.5 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.

25.6 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.

26. CALLING COUNCIL MEETINGS

26.1 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.

26.2 The notice does not have to be in writing.

26.3 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.

26.4 The council must inform owners about a council meeting as soon as feasible either by giving advance notice or by way of providing minutes of the meeting after the meeting has been held. All efforts must be used to provide owners with advance notice but in circumstances where this is not feasible, notice after the fact satisfies this bylaw.

27. QUORUM OF COUNCIL

27.1 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.

27.2 Council members must be present in person at the council meeting to be counted in establishing quorum. (See Bylaw 28.2)

28. COUNCIL MEETINGS

- 28.1 At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other in real time.
- 28.2 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 28.3 Council discussions may be held by way of email, text messaging or other electronic platforms and council members may vote using those formats. All decisions made or voted on using alternative electronic means must be brought forward to the next council meeting, whether in person or an electronic meeting, and all decisions or votes ratified and reported in the next meeting minutes. Failure of council to bring forward these votes or decisions may render these decisions unenforceable.
- 28.4 Owners may attend council meetings as silent observers. As silent observers, owners are not permitted to engage in discussions or ask questions. The council retains the right to ask any owner to leave the meeting if, in the opinion of council, the owner's behaviour is disruptive to the proceedings or impedes the council from carrying on the business of the Strata Corporation.
- 28.5 Despite bylaw (28.4), 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) discussions with legal counsel;
 - (d) legal opinions, legal action or potential legal action taken by or against the Strata Corporation;
 - (e) discussions which could lead to a waiver of litigation privilege and/or solicitor- client privilege;
 - (f) and any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

29. VOTING AT COUNCIL MEETINGS

- 29.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 29.2 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.
- 29.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

30. COUNCIL TO INFORM OWNERS OF MINUTES

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

31. DELEGATION OF COUNCIL'S POWERS AND DUTIES

- 31.1 Subject to subsections (2) to (4) of the Strata Property Act (the "SPA"), 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 at any time.
- 31.2 The council may delegate its spending powers or duties, but only by a resolution that delegates the authority to make an expenditure of a specific amount for a specific purpose, or delegates the general authority to make expenditures in accordance with subsection (3) of the SPA.
- 31.3 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; and
 - (c) Indicate the name(s) of person(s) authorized to spend corporation money.
- 31.4 Council may delegate certain powers and/or duties to persons who are not members of the Council, in accordance with bylaws 31.1, 31.2, 31.3, but who are full-time or part-time employees of the corporation, or an independent contractor contracted to supply building management services, and they may execute Council powers and/or duties as authorized by the Council.
- 31.5 Council may delegate certain powers and/or duties to persons who are not members of the Council, in accordance with bylaws 31.1, 31.2, 31.3, but who form part of a committee, subject to the following conditions:
- (a) A committee must be formed and approved of by the Strata Council in writing in order to receive a delegation of authority or a delegation of spending authority.
 - (b) Committees have no inherent decision-making authority and must strictly adhere to a written delegation of authority or a written delegation of spending authority.
 - (c) Owners, tenants and/or occupants wishing to form a committee and to receive a delegation of authority or a delegation of spending authority must submit a written proposal to Council, detailing the purpose, Terms of Reference, and estimated costs.
 - (d) Depending on the purpose of the proposed committee, a risk assessment for insurance purposes may be required before Council considers the proposal.

- (e) Committees will have at least one sitting member of Council in its membership.
- (f) Committees will provide Council with detailed minutes of all its meetings within 2 weeks of a meeting, and if required in the written delegation of authority, must provide a detailed written report.
- (g) Committees will advise the Strata Council of all committee members they wish to receive a delegation of spending authority and only those committee members approved by council and listed in the written delegation of spending authority will be authorized to spend corporation money.

31.6 All delegations of authority and delegations of spending authority must be done in writing.

31.7 All delegations of authority and delegations of spending authority must be voted on in council and documented in the meeting minutes.

31.8 All delegations of authority expire at the earlier of:

- (a) the next Annual General Meeting; or
- (b) when revoked by the Strata Council.

31.9 No delegation of authority, with the exception of a binding contract entered into with a Property Management Company, may bind future councils. A new council will determine if it wishes to extend a previous delegation of authority or delegation of spending authority or to enter into a new delegation.

31.10 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; or
- (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; or
- (d) whether a person should be issued a chargeback as a result of any violations of these bylaws

32. SPENDING RESTRICTIONS

32.1 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.

32.2 A person may not seek reimbursement for expenditures without having first received a written delegation of spending authority.

32.3 Notwithstanding bylaws 32.1 and 32.2, a council member or owner 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, but only insofar as to prevent further loss or damage and/or preserve safety of persons.

- 32.4 The maximum amount of annual unapproved expenditures is the lesser of \$20,000.00, or 5% of the total contributions to the operating fund for the current year. The total amount of unapproved expenditures is a yearly cumulative total.

33. LIMITATION ON LIABILITY OF COUNCIL MEMBER

- 33.1 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.
- 33.2 Section 33.1 does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.

DIVISION 4 — ENFORCEMENT OF BYLAWS AND RULES

34. MAXIMUM FINE

- 34.1 The Strata Corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw;
 - (b) \$50 for each contravention of a rule;
 - (c) \$1,000 for each contravention of a bylaw that prohibits or limits use of all or part of a residential strata lot for remuneration as vacation, travel or temporary accommodation
- 34.2 An owner is fully liable for any fines levied against their tenant(s), or occupant(s).
- 34.3 Owner(s) are responsible for the conduct and behaviour of their invitees. If invitee(s) engage in activities in contravention of bylaws and/or rules, the Strata Corporation may issue a fine, or any other remedial action, against the owner

35. CONTINUING CONTRAVENTION

- 35.1 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.
- 35.2 In the case of a bylaw described in subsection 34.1(d), daily.

36. ADDITIONAL COSTS

- 36.1 Costs incurred by the Strata Corporation resulting from contravention(s) of the bylaws or rules by owner(s), resident(s) or visitor(s) will be assessed against the owner(s) of relevant strata lot(s) and included or charged backed to the owner(s) in a demand for payment, which is payable no later than 30-days from issue.
- 36.2 An owner is "in arrears" if they are in default of strata fees, special levies, interest, fines, chargebacks and any other amounts owing under the SPA. An owner in arrears must

reimburse the Strata Corporation and save it harmless against any and all costs and expenses incurred to collect such arrears, including legal costs.

- 36.3 For the purposes of Section 133(2) of the SPA, reasonable costs of remedying a contravention of the Strata Corporation's Bylaws or Rules must be interpreted to include, but not limited to, actual costs comprised of legal fees, taxes, disbursements, and other related costs and expenses to the Strata Corporation.

DIVISION 5 — ANNUAL AND SPECIAL GENERAL MEETINGS

37. QUORUM

- 37.1 Business must not be conducted at an annual or special general meeting unless a quorum is present.
- 37.2 Subject to the bylaws, a quorum for an annual or special general meeting is:
- (a) Eligible voters holding 1/3 of the Strata Corporation's votes, present in person or by proxy.
- 37.3 If within 15 minutes 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.

38. ELECTRONIC GENERAL MEETING

- 38.1 General Meetings may be held by electronic means, if at all times all eligible voters and other participants can communicate with each other in real time, including communicating during discussion on and voting for all resolutions and, in the case of annual general meeting, approval of the budget and election of council.
- 38.2 If an Annual or Special General Meeting is held by telephonic or electronic means all persons and participants shall be deemed to be present in person for the purposes of the meeting.
- 38.3 Voting at general meetings held by electronic means will be limited to voting verbally by roll call, by a show of hands, or by utilizing electronic voting methods such as email, chat, or poll functions, and will include proxies held by eligible voters, as decided by the chair. Voting cards will not be issued for electronic general meetings. If a precise count is requested the chair must decide whether it will be verbally by roll call, show of hands, or electronic voting.
- 38.4 Proxy forms for electronic general meetings will be mailed, faxed or sent by e-mail to owners together with the notice of meeting and must, for the purpose of registration and accuracy for determining quorum and counting of votes, be completed and delivered to the Strata Council, care of the strata manager, prior to or at the time for registration for the meeting. Completed proxy forms may be returned by mail, fax or by e-mail or shown or reproduced on a person's electronic device and shown to the chair or the person designated by the chair to conduct the registration.

39. PERSON TO CHAIR MEETING

- 39.1 Annual and special general meetings must be chaired by the president of the council.
- 39.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 39.3 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.

40. PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS

- 40.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 40.2 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
- 40.3 Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by:
 - (a) a resolution passed by a majority vote at the meeting; or
 - (b) the chair, in the event that such persons are considered to be disruptive by the chair.

41. ELIGIBLE TO VOTE – DEFINITION

- 41.1 "Eligible voters" means persons who may vote under sections 53 to 58 of the SPA.

42. VOTING

- 42.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 42.2 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.
- 42.3 In the event that 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.
- 42.4 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.
- 42.5 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.

43. ELIGIBILITY TO VOTE

- 43.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised at an annual or special general meeting if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Strata Property Act.
- 43.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including the legal costs, for which the owner is responsible under section 131 of the Act.

DIVISION 6 — VOLUNTARY DISPUTE RESOLUTION AND SMALL CLAIM ACTIONS

44. VOLUNTARY DISPUTE RESOLUTION

- 44.1 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 all the parties to the dispute consent, and the dispute involves the Act, the regulations, the bylaws or the rules.
- 44.2 A dispute resolution committee consists of 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 any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- 44.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

45. SMALL CLAIMS ACTIONS

- 45.1 A resolution of the owners to authorize legal action against an owner or other person to collect money owing to the Strata Corporation under the Small Claims Act and/or the Civil Resolution Tribunal Act including money owing as a fine or an insurance deductible, is not required pursuant to this bylaw.

DIVISION 7 — SELLING OF STRATA LOTS

46. SELLING OF STRATA LOTS

- 46.1 An owner of a strata lot, when selling it, shall not permit "For Sale" signs to be placed on or about the common property except for an area designated by the Strata Corporation.
- 46.2 Realtor lockboxes are not permitted. Either the owner, a representative of the owner, or the realtor must be present for all showings.
- 46.3 An owner of a strata lot, when selling it, may hold or permit to be held a public open house. The owner or the agent shall control access to and exit from the building by persons wishing to view the suite during any advertised public open house. No signs, other than the agent's business card posted on the front entrance directory, may be used to denote the open house.

- 46.4 In the event that a realtor or seller requires access the building's roof or mechanical rooms, the owner, tenant, or occupant must accompany the realtor or seller. The owner, tenant, or occupant must make prior arrangement with the corporation for such a viewing. The Strata Corporation accepts no liability for loss or injury sustained during such inspection, whether legally liable or not. If the Strata Corporation incurs expenses related to such access, the owner of the strata lot on sale will reimburse the Strata Corporation.

DIVISION 8 — MISCELLANEOUS

47. MOVE IN/MOVE OUT

- 47.1 The Strata Corporation may regulate the times and manner in which any person moves into or out of a strata lot. Times and manner will be posted in Strata rules, and may be amended from time to time.
- 47.2 An owner or tenant must notify the Strata Corporation 7 days in advance of the date and time that the owner or tenant will be moving into or out of the strata lot, in writing. All move ins and move outs must be coordinated and booked with the Corporation.
- 47.3 The move in fee to book an elevator is \$100 and is payable in advance of the move in or move out date. One elevator will be dressed with protective padding and only this elevator may be used for the move.
- 47.4 Moving is only permitted through the basement level loading dock. Move ins or move outs are strictly prohibited through the main level lobby.
- 47.5 The Corporation may prohibit a previously booked move in or move out:
- (a) during an emergency; or
 - (b) when one or both elevators are out of service

Every effort will be made to accommodate all booked moves and the corporation is not liable for any loss or damage due to the unexpected and late cancellation of the move by the Corporation.

- 47.6 The maximum time allowed for a booked elevator is 4 hours. The Corporation may extend the 4 hours on a case by case basis, as the need arises.
- 47.7 The loading dock gate must be securely locked at the completion of the move and the elevator must be returned to service.
- 47.8 No household items are to be left on common property including in the garbage/recycle area.

48. CONFLICT OF INTEREST

- 48.1 A council member who has a direct or indirect interest in:
- (a) a contract or transaction with the Strata Corporation; or

- (b) a matter that is or is to be the subject of consideration by the council, if that interest could result in the creation of a duty or interest that materially conflicts with that council member's duty or interest as a council member, must:
 - (i) disclose fully and promptly to the council the nature and extent of the interest;
 - (ii) abstain from voting on the contract, transaction or matter; and
 - (iii) leave the council meeting:
 - i. while the contract, transaction or matter is discussed, unless
 - ii. asked by council to be present to provide information; and
 - iii. while the council votes on the contract, transaction or matter.
 - (iv) A council member who fails to disclose a direct or indirect conflict of interest may be removed from council by a majority vote of council. If in the opinion of council the failure to disclose was an innocent non- disclosure, the council may issue a warning to the offending council member.

48.2 Remuneration paid to a member of council for the member's exercise of council powers or performance of council duties must be approved in advance of payment:

- (a) in the budget; or
- (b) in the bylaws; or
- (c) by a resolution passed by a 3/4 vote at an annual or special general meeting.

48.3 Section 33 of the Strata Property Act, which highlights accountability, applies to section 48.1 of this Bylaw.

48.4 An owner or occupant who wishes to provide a bid or estimate for services to the Strata Corporation, either on their own behalf or for a company they have an ownership or association with, must:

- (a) disclose fully and promptly to council the nature of their ownership in, or relationship to the Strata Corporation; and
- (b) disclose fully and promptly their relationship with the service provider or vendor.

48.5 In the event that an owner fails to disclose a direct or an indirect conflict of interest, council may:

- (a) revoke any previous contract;

- (b) issue an order prohibiting the owner or occupant from bidding on any future services.
- 48.6 Members of council, contract employees or direct employees, whether full-time or part-time, of the Strata Corporation are strictly prohibited from:
 - (a) receiving any gifts, gratuities, finder fees, commissions, or payment of any kind from vendors, suppliers, or contractors doing business with the Strata Corporation; and
 - (b) entering into any quid pro quo arrangement for any services, contracts or work performed; and
 - (c) receiving any discounted pricing for any services or work performed
- 48.7 Any council member who is in breach of this bylaw may be removed from council by a majority vote of the remaining council members.
- 48.8 In the event that any employee is in breach of this bylaw, the Strata Council may provide notice for cause, and terminate the contract accordingly.

49. HARASSMENT AND DISCRIMINATION

- 49.1 The Sandpiper supports a climate of understanding and mutual respect where all are equal in dignity and rights. This includes Owners, tenants, occupiers, guests, employees, and service providers. Discrimination and disrespectful behaviours due to race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age of that person or class of persons, will not be tolerated.
- 49.2 An owner, tenant, occupant or visitor must not act in a manner that is found harassing or threatening towards any owners, tenants, occupiers, guests, employees, and service providers. This includes correspondence to any owners, tenants, occupiers, guests, employees, and service providers, including but not limited to text messaging, email, or voice messages.

50. RECORDS

- 50.1 The Strata Corporation will prepare and retain all records in accordance with Section 35 of the Strata Property Act.
- 50.2 The Strata Corporation will permit access to records in accordance with Section 36 of the Strata Property Act.
- 50.3 Copies of Strata Corporation records are charged out at a cost of 25 cents per document page. An authorized person requesting records may receive records either by email transmission or by production of a hard copy. The cost for production is 25 cents per document page, regardless of the method of delivery.
- 50.4 If an authorized person requests that hard copies be sent by mail or sent by courier then that authorized person shall pre-pay the costs associated with such deliver before the corporation will release said documents.

- 50.5 An authorized person may request to inspect records, in writing, and the Strata Corporation will set a time and place for the review of records. No person shall make copies of records during an inspection. There is no charge for reviewing of records.
- 50.6 The Strata Corporation will not release any records until confirmation has been received, by the Strata Council, that the fee for records has been received by the retained Property Management Company.
- 50.7 All records remain the confidential property of the Strata Corporation and may not be shared in any way without the express written consent of the Strata Corporation.
- 50.8 Notwithstanding bylaw 50.7, an authorized person is permitted to share records for any of the following:
- (a) to legal counsel in the managing of any legal issue or estate planning;
 - (b) to a financial advisor;
 - (c) to a realtor in the assistance of a property sale; or
 - (d) to another person authorized by the Strata Property Act to receive records as set out in Section 35 of the Strata Property Act.
- 50.9 Copies of Strata Corporation of Records must not be posted in common property, or limited common property, including but not limited to, bulletin boards, walls, doors (including strata lot unit doors) or windows, and may not be placed under strata lot unit doors.
- 50.10 Any owner, tenant, occupant, or visitor who releases, shares, or posts Strata Corporation records that result in a complaint to PIPA, will be charged back all costs borne by the Strata Corporation for the investigation or defense of a Personal Information Protection Act (PIPA) investigation and shall be charged back all fines levied against the Strata Corporation for breach of PIPA regulations.

51. GARBAGE AND WASTE

- 51.1 The Sandpiper's general waste contractor only accepts routine household waste as defined by the City of Vancouver. All bags must be tied securely and placed in the appropriate bin to avoid cross contamination of bins and waste.
- 51.2 Cardboard boxes must be flattened before being placed in the cardboard bin.
- 51.3 It is the responsibility of the Owner to make arrangements for the removal of non- routine household waste, including but not limited to:
- (a) Renovation wastes, including drywall, carpets, or asbestos contaminated materials.
 - (b) Mattresses, furniture, appliances, Christmas trees and other items that are not allowed for the general waste bin.

- (c) Items that are managed by extended producer responsibility programs, such as electronic equipment, paints, tires, and automotive products.
- (d) Hazardous and special wastes.

51.4 Owners or occupants who improperly dispose of waste that results in the Strata Corporation incurring extra costs for waste disposal, will be charged back all amounts paid by the corporation.

52. OCCUPANCY LIMIT

52.1 An owner, tenant or occupant must not permit the unit to be occupied by more than 2 persons in a one bedroom unit and 4 persons in a two-bedroom unit

DIVISION 9 — PRIVACY POLICY

53. PRIVACY POLICY

The Sandpiper, Strata Corporation (VR-320) is committed to providing owners and tenants with respectful privacy in the collection, use and disclosure of personal information. In British Columbia, the Personal Information Protection Act (PIPA) came into effect in January 2004 and sets out the ground rules for how B.C. businesses and organizations may collect, use, and disclose personal information.

The Strata Corporation for the Sandpiper will inform owners and tenants of why and how it will collect, use and disclose their personal information, obtain their consent where required, and only handle their personal information in a manner that a reasonable person would consider appropriate in the circumstances. This Privacy Policy, in compliance with PIPA, reflects PIPA principles and practices of your Strata Council in protecting the personal information of owners and tenants.

At the Sandpiper, there is limited personal information collected, used or distributed. The Sandpiper uses 24/7 video surveillance as outlined below and has adopted the following procedures for use.

- 53.1 The Strata Corporation has placed certain areas of the common property under video surveillance, 24 hours per day, 7 days per week. The areas under surveillance are identified in Schedule "A" attached hereto. The purpose of doing so is to ensure the safety and security of the residents and visitors of the Strata Corporation and to prevent damage to the common property.
- 53.2 Signs alerting individuals as to the existence of video surveillance in a particular area will be posted, affording those persons not wanting to be recorded the opportunity to avoid those areas. Signs will also be posted at the entrances to the building(s).
- 53.3 The operation of a video surveillance system will be subject to the following restrictions:
 - (a) Access to the system, and in particular the images captured by it, will be restricted by the use of a password;

- (b) The Strata Council, from time to time, shall designate one council member, the privacy officer, and the building manager or caretaker, who shall be the only persons who shall have access to the system for the purposes of monitoring the same;
- (c) The images recorded will be reviewed only if there is a need to investigate a particular incident and then only the relevant portion(s) thereof will be viewed;
- (d) The use of video surveillance will not be used for the investigation or enforcement of a minor bylaw or rule infraction;
- (e) Video surveillance footage will only be used to investigate a serious incident or enforce a serious violation of the bylaws or rules. For the purposes of this privacy policy bylaw, a serious incident or a serious violation of bylaws or rules is defined as:
 - (i) an incident that causes harm or threat of harm to any person or domestic animal;
 - (ii) an incident that causes damage to common property or limited common property and that damage requires the Strata Corporation to spend money to clean, repair or replace the property; or
 - (iii) an incident that is being investigated by any civil authority, including but not limited to, the police department, the fire department, The City of Vancouver By-law Enforcement Department.

53.4 In accordance with PIPA, personal information does not include contact information. Contact information means information that would enable an individual to be contacted, including a phone number and e-mail address. Contact information is not covered by this policy or PIPA.

53.5 The Strata Property Act (SPA) provides the Strata Corporation the authority to collect personal information without consent of owners or tenants in order to create the following:

- (a) Minutes of AGM, SGM and strata meetings;
- (b) List of council members;
- (c) List of owners with their strata lot addresses, mailing addresses, phone numbers, strata lot numbers, parking stall numbers, locker number, and unit entitlements;
- (d) List of names of tenants;
- (e) List of assignments of voting or other rights by landlords to tenants;
- (f) Accounts showing money received and spent; or

- (g) Other records required by Strata Property regulation such as contractors responsible for maintenance of the Strata Corporation.

53.6 The Sandpiper Strata Corporation is responsible for identifying a Strata Council member, or other owner, as the privacy officer. The privacy officer role will be determined annually after the AGM and election of the Strata Council.

53.7 PIPA outlines, in full, the criteria for:

- (a) collecting personal information;
- (b) obtaining consent;
- (c) providing the reason for collecting, using and disclosing personal information;
- (d) retaining personal information for only the same reasonable purposes and duration that it was collected for;
- (e) ensuring accuracy of personal information;
- (f) securing personal information;
- (g) providing owners and residents access to their personal information in a timely manner; and
- (h) responding to questions and complaints.

For further information about privacy and Strata Councils, owners are directed to the website of the *Office of the Information & Privacy Commissioner for British Columbia: Privacy Guidelines for Strata Corporations and Strata Agents*.

SCHEDULE A - LOCATION OF VIDEO SURVEILLANCE CAMERAS

- Front entrance, above entercom.
- Back entrance (loading bay), above exit door to the recycling area.
- Basement, above workshop door.
- Garage, main gate.
- Garage, east exit door on lower level.

– END –

- Bylaws repealed & replaced – February 22, 2022 AGM
- Bylaw #14 amended – February 22, 2022 AGM
- Bylaw #9 amended – February 28, 2023 AGM
- Bylaw #10 amended – February 28, 2023 AGM
- Bylaw #12.5 deleted and subsequent bylaws renumbered accordingly – February 28, 2023 AGM
- Bylaw #34.1(c) deleted and subsequent bylaws renumbered accordingly – February 28, 2023 AGM
- Bylaw #51 added and subsequent bylaws renumbered accordingly – February 28, 2023 AGM

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