

# **BYLAWS**

NW0058

SIMON FRASER VILLAGE

# BYLAW AMENDMENTS

## **Registration:**

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# NW0058 – SIMON FRASER VILLAGE SCHEDULE OF BYLAWS

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

## Duties of Owners, Tenants, Occupants 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.

### 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:
  - (a) an interest charge of 10% per annum, compounded annually; and
  - (b) a fine of \$ \$50.00
- 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 \$50.00 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 Where an owner fails to pay a special levy in accordance with bylaw 2.5, the outstanding special levy contributions will be subject to:

(a) an interest charge of 10% per annum, compounded annually; and

(b) a fine of \$50.00.

### **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.

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

4.4 An Owner shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally.

4.5 Owners are not permitted to plant trees in any area of the strata lot or common property without council's permission. Only miniature trees will be permitted and owners will be required to submit a diagram and description of the tree they would like to plant.

- 4.6 A resident must not use, or permit to be used, the strata lot except as a private dwelling home and, unless granted prior written approval by the council, a resident must not allow more than seven (7) persons to occupy a strata lot originally designated as a three bedroom unit. For the purposes of this bylaw 4.6, a "**person**" is defined to include children, but exclude visitors staying for less than 30 days with an owner, occupant or tenant of a strata lot.
- 4.7 An owner or occupant who alleges hardship as a result of the passage of bylaw **4.6** may appeal to the Council for permission to be exempt from bylaw **4.6** on the basis of hardship and the Council must not unreasonably refuse the appeal.
- 4.8 No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the strata lot with the exception of real estate signs under bylaw 35.
- 4.9 No laundry washing clothing bedding or other articles shall be hung or displayed from windows or any area outside the buildings so that they are visible from the exterior of the strata lot.
- 4.10 No owner, occupant, or tenant may cause an obstruction to electrical/communications cupboards or manhole covers.
- 4.11 Smoking -A resident or visitor must not smoke or burn any form of, tobacco materials such as cigarettes, cigars or pipes; any form of cannabis, including hashish; any other forms of illegal drugs; nor use a vaporizer anywhere on the common property areas within 6 meters of any opening door or window or within 6 meters of any park area, playground or the daycare and preschool.

## **5. Pets and animals**

- 5.1 A resident or visitor must not keep any pets or other animals on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
- 5.2 A resident or visitor must ensure that all dogs are kept on a handheld lead when on common property or on land that is a common asset. Pets are not permitted in playground areas.
- 5.3 The keeping of pets in a strata lot is restricted to the following:
- (a) a reasonable number of fish or other small aquarium animals;
  - (b) up to 2 small caged mammals;
  - (c) up to 2 caged birds;
  - (d) a combination of cats and dogs to a total of 3.
- 5.4 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.

- 5.5 A resident must apply to the council for written permission to keep a pet (a "**Permitted Pet**") by registering the pet with the council within 30 days of the pet residing on a strata lot 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.
- 5.6 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 will be delivered to the municipal pound at the cost of the strata lot owner.
- 5.7 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 residents or visitors 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.
- 5.8 A resident whose pet contravenes bylaw 5.7 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 legal costs.
- 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. Any tethered pet is not to be left unattended.
- 5.10 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.
- 5.11 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. No bird feeders of any kind are permitted to be kept on strata lots or common property.
- 5.12 A resident must not leave food outside the strata lot for a Permitted Pet.
- 5.13 A resident who contravenes any of bylaws 5.1 to 5.13 (inclusive) will be subject to a fine of up to \$200.00.

## **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; and



- (d) any mortgage or other dealing in connection with the strata lot within two weeks of such mortgaging or other dealing.
- 6.2 On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.

## **ALTERATIONS TO A STRATA LOT, COMMON PROPERTY OR LIMITED COMMON PROPERTY**

### **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) stairs, balconies or other things attached to the exterior of a building;
    - (iv) doors, windows 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) wiring, plumbing, piping, heating, air conditioning and other services; and
  - (b) any alteration to common property, including limited common property, or to common assets.
- 7.2 The strata corporation shall 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 shall 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 [n accordance with the design Oi 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 for the alteration be solely at the owner's expense;
- (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to 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 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 be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and will become due and payable on the due date of payment of monthly 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 or limited common property 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 or limited common property 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 or limited common property. If the strata corporation undertakes any restoration work pursuant to this bylaw 7.5, the cost of such restoration will be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly 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 or limited common property. In the event that the existence of the alteration to a strata lot, common property or limited common property undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property 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. Conduct of Alterations**

- 8.1 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 8.2 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
- 8.3 An owner in contravention of bylaws 8.1 and 8.2 will 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 any person(s) authorized by the strata corporation to enter the strata lot or limited common property
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
  - (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's compliance with the Act, bylaws and rules.
- 9.2 The notice referred to in bylaw 9.1 (b) must include the date and approximate time of entry, and the reason for entry.
- 9.3 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 reattend at the building to access the strata lot.

## **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 stairs and other things attached to the exterior of a building;
    - D railings.
- (d) a strata lot, but the duty to repair and maintain it is restricted to
  - (i) the structure of a building,
  - (ii) the exterior of a building,
  - (iii) stairs and other things attached to the exterior of a building,
  - (iv) railings.

10.2 Notwithstanding anything contained in bylaw 10.1, an owner is responsible for repair, maintenance and replacement of patios, fences, windows, doors, patio doors and patio concrete slabs appurtenant to a strata lot, no matter how often the repair, maintenance or replacement ordinarily occurs.

10.3 For the purposes of bylaws 10.1 and 10.2, patios, fences, windows, doors, patio doors and patio concrete slabs appurtenant to a strata lot are deemed to be part of that strata lot.

## **Council**

### **11. Council size**

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

## **12. Council eligibility**

- 12.1 The spouse of an owner may stand for council.
- 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 re-election.

## **14. Removing council member**

- 14.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by a two-thirds (2/3) 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. In this bylaw 14.1, a 2/3 (two-thirds) vote means a vote in favour of a resolution by at least 2/3 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.
- 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 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 appointed pursuant to bylaws 14.2 and 14.4 may be 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, 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, 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.

## **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 and vice president.
- 16.3 16.3 The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act,
  - (b) if the president is removed, or
  - (c) 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, 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) 3, if the council consists of 5 or 6 members, and
- (b) 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 Residents may attend council meetings as a delegate or delegation. Once the meeting has been called to order they may remain as observers providing they remain silent for the balance of the meeting, unless called upon by a council member.

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 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 23.4, 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
  - (d) 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 24.2 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 council members 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) \$200.00 for each contravention of a bylaw, and
  - (b) \$50.00 for each contravention of a rule.
- 25.2 After the strata corporation has complied with section 135 of the Act, a letter outlining any by-law violation shall be forwarded to the strata lot owner. Repeated infractions or failure to correct the original infraction will be subject to additional fines in increments of \$200.00 for each subsequent reoccurrence.
- 25.3 After the strata corporation has complied with section 135 of the Act, any required work to comply with a bylaw violation may be carried out by the strata corporation's contractor after last written notification to the strata lot owner, with the cost of such work to be invoiced against the strata lot and shall be due and payable the following month.
- 25.4 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied will be immediately added to the strata fees for the strata lot and will 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 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.
- 27.2 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 with the approval of the chair.,.
- 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, 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 this bylaw 30, 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 and approved by a majority vote resolution.

## **31. Electronic attendance at meetings**

- 31.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- 31.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

## **32. Order of business**

32.1 The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

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

### **Voluntary Dispute Resolution**

## **33. Voluntary dispute resolution**

33.1 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.

- 33.2 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.
- 33.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **Small Claims Court Proceedings**

#### **34. Authorization to proceed**

- 34.1 The strata corporation may proceed without further authorization by the owners pursuant to the Civil Resolution Tribunal Act or under the Small Claims Act 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 Owners**

#### **35. Sale or rental of a strata lot**

- 35.1 Real estate signs must be displayed only in the window of a strata lot.

### **Insurance and Responsibility**

#### **36. Insuring against major perils**

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

#### **37. Resident insurance**

- 37.1 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.

### **38. Responsibility of Owners**

- 38.1 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.
- 38.2 For the purposes of bylaws 4.2 and 38.1, 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.

### **Parking and Storage**

#### **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, except to load or unload. No resident shall permit any vehicle to be parked behind another vehicle unless both can fit in the same stall (space).
- 39.2 A resident must not store unlicensed or uninsured vehicles on the common property or on land that is a common asset.
- 39.3 A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage. In such event, the resident must display proof of valid insurance on or inside the vehicle.
- 39.4 In addition to bylaw 39.12, an owner must not sell, rent, or licence the use of parking stalls to any person other than a resident.
- 39.5 A resident must park only in the parking stall assigned to the resident's strata lot. A resident shall not park on common property or in the stalls reserved for visitors parking. Violators of this bylaw shall be subject to a \$200.00 fine and/or removal of the vehicle at the owners risk and expense for each violation. Any resident may present a written complaint to the Strata Council stating the full details of the violation to include the date, time, location, description of vehicle and any other pertinent information.
- 39.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
- 39.7 Any resident's 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 strata lot.

- 39.8 A resident or visitor must not use any parking area as a work area for carpentry, alterations, 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 or visitor operating a vehicle must not exceed 15 km/hour throughout the roadways of the strata complex.
- 39.10 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.
- 39.11 Guest parking is permitted ONLY in designated stalls and shall be limited to a maximum duration of 72 hours, unless by written consent of the Strata Council.
- 39.12 Assignments of parking spaces will be made only by the Strata Corporation.
- 39.13 A resident storing a vehicle must ensure that all four tires are inflated at all times. All vehicles must be in drivable condition

### **Appearance of strata lots and common property**

#### **40. Cleanliness**

- 40.1 A resident must not allow a strata lot to become unsanitary or untidy. 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 strata lot owner.
- 40.2 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.

#### **41. Rentals and Short Term Accommodation**

- 41.1 The number of strata lots within the strata corporation that may be rented at any one time is limited to 28. This bylaw 41.1 is included here for convenience only. This bylaw limiting the number of strata lots that may be rented to twenty-eight (28) was filed in the Land Title Office on February 2, 1994 under registration number BH037342. It remains in force from February 2, 1994 and has not been altered, replaced or repealed since that date.
- 41.2 An owner wishing to rent a strata lot must apply in writing to the council for permission to rent before entering into any tenancy agreement.

- 41.3 If the number of strata lots rented at the time an owner applies for permission to rent has reached the limit stated in bylaw 41.1, excluding exempt strata lots pursuant to sections 142, 143 and 144 of the Act and section 17.15 of the Regulations, the council must refuse permission and notify the owner of the same in writing, as soon as possible stating that the limit has been reached or exceeded, as the case may be, and place the owner of the strata lot on a waiting list to be administered by the council based upon the date of the request for permission to rent.
- 41.4 If the limit stated in bylaw 41.1 has not been reached at the time the owner applies for permission to rent a strata lot, excluding exempt strata lots pursuant to sections 142, 143 and 144 of the Act and section 17.15 of the Regulations, the council will grant permission and notify the owner of the same in writing as soon as possible.
- 41.5 An owner receiving permission to rent a strata lot must exercise the permission to rent within 90 days from the date that the council granted same, otherwise the permission expires. During the 90 days immediately following the grant of permission, the strata lot will be deemed rented for the purposes of the limit stated in bylaw 41.1.
- 41.6 Permission to rent a strata lot granted pursuant to this bylaw 41 ceases on the earlier of:
- (a) the end of the tenancy entered into immediately following the grant of permission to rent;
  - (b) the date on which the owner who received permission to rent ceases to be a registered owner of the strata lot; and
  - (c) the date on which the owner who received permission to rent commences residing in the strata lot.
- 41.7 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- 41.8 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.
- 41.9 Where an owner rents a strata lot in contravention of any of bylaws 41.1, 41.2, 41.3, 41.5 and, the owner will be subject to a fine of \$500.00, and the strata corporation will take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in enforcing the rental restriction bylaws will be the responsibility of the contravening owner and will be recoverable from the owner on a solicitor and own client basis by the strata corporation.

## **42. Other Accommodation**

- 42.1 An owner, tenant or occupant must not rent less than all of a strata lot.

- 42.2 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. 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.

### **Miscellaneous**

#### **43. Miscellaneous**

- 43.1 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.
- 43.2 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.
- 43.3 Festive lights and decorations must be removed within a reasonable time after celebration.
- 43.4 Complaints and/or requests shall be submitted in written form to the Strata Council or the strata corporation's appointed agent.
- 43.5 The Strata Council shall consider written submissions at their next scheduled meeting, and report on the results of their deliberations within two (2) weeks from the date of that meeting at which the submission was considered.
- 43.6 Tin foil must not be placed on windows and failure to remove the tin foil is subject to a fine.
- 43.7 A resident must receive prior approval in writing from the council before installing a satellite dish. The satellite dish must not exceed 20 inches in diameter, must not be attached to the building or fence, must not exceed the height of the fence and should be close to ground level and free-standing.
- 43.8 A resident shall not dump or leave household items (i.e. mattresses, furniture, appliances, automotive, construction and/or barbecue items) anywhere on common property. Household items must be disposed of immediately. The resident shall arrange for the disposal of the household items with the City. If the City will not remove the item(s) the resident must make arrangements to have the item(s) removed.
- 43.9 A resident shall not build a back yard fence that is further than 18 feet from the footprint of the building (defined to be that area measured from the outer concrete foundation wall of the unit).
- (a) For the purposes of this bylaw a fence extension is not considered a significant change to the use or appearance of common property.
  - (b) The fence shall be no higher than the top of the patio door, and must be painted using Cloverdale Paint, Oxford Brown 06629.
  - (c) Fence repairs and/or their replacement shall match the existing colour scheme.



#### **44. Severability**

- 44.1 The provisions herein shall be deemed Independent and severable and the Invalidity in whole or in part of any bylaw does not affect the validity of the remaining bylaws, which shall continue In full force and effect as if such invalid portion had never been Included herein.