



**STRATA PLAN EPS 2215
CONNECT**

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”).

DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1. Payment of strata fees

- 1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.2 Where an owner fails to pay strata fees in accordance with bylaw 1.1, outstanding strata will be subject to an interest charge of 10% per annum, compounded annually, and a late fine of \$50.
- 1.3 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 1.4 Where an owner fails to pay a special levy in accordance with bylaw 1.3, the outstanding special levy contributions will be subject to an interest charge of 10% per annum, compounded annually, and a late fine of \$50.

2. Repair and maintenance of property by owner

- 2.1 An owner must repair and maintain the owner’s strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws. In addition to and without limiting this bylaw 2.1, an owner must:
 - (a) repair and maintain anything located within the owner’s strata lot, except for common property or anything that is otherwise the responsibility of the strata corporation to repair and maintain under these bylaws; and
 - (b) not allow a strata lot to become unsanitary or untidy.
- 2.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 2.3 Despite bylaw 8.1(c) and without limiting bylaw 2.2, an owner who has the use of a balcony, patio or roof deck that is designated as limited common property for the exclusive use of their strata lot is responsible for all regular maintenance of such balcony, patio or roof deck (including the cleaning of the surface of the balcony, patio or roof deck and associated railings, as well as the removal of debris from any associated drains).

3. Use of property

- 3.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property, including limited 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 otherwise contrary to any provisions, rules, regulations or ordinances of any statute or municipal bylaw, whether federal, provincial or municipal, 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 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*.
- 3.3 An owner, tenant, occupant or visitor must not use, or permit to be used, the strata lot except as a single family dwelling.
- 3.4 An owner, tenant, occupant or visitor must not enter into a license for the use of less than all of a strata lot.
- 3.5 A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, whether arranged through websites such as Air BnB, VRBO, Premiere Executive Suites or through companies that advertise this type of accommodation.

3.6 Marijuana Growing

For the purposes of this bylaw “marijuana” includes any plant grown or cultivated and harvested from the cannabis plant.

A resident or visitor is prohibited from growing, cultivating, harvesting, selling, distributing or cultivating marijuana in or on the following areas:

- (a) A strata lot;
- (b) Any common property that is located within a building (including hallways elevators, parking garages, service rooms, storage lockers, stairs and amenity rooms);

- (c) Any limited common property;
 - (d) A balcony, patio or deck; and
 - (e) Any exterior common property.
- 3.7 An owner or resident of a unit must clean up the patio/balcony on a yearly basis. The scope of cleaning includes removing moss, mold, decays, etc.

4. Pets

- 4.1 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.
- 4.2 An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) 2 dogs or 2 cats or one dog or one cat.
- 4.3 A pet owner must:
- (a) not permit a loose or unleashed pet (leashes cannot exceed six feet in length) at any time on the common property or on land that is a common asset;
 - (b) keep a pet only in a strata lot, except for ingress and egress, and the pet owner must carry pet, carry it in an appropriate carrier, or on a leash (that cannot exceed six feet in length) when the pet is in the interior of the building, including the elevator, if any; and
 - (c) ensure that a 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.
- 4.4 An owner, tenant or occupant must not keep a pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If an owner, tenant or occupant has a pet which is not permitted in accordance with bylaw 4.2 or if, in the opinion of strata council, the pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by others of a strata lot, common property or common assets, the strata council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.

5. Inform Strata Corporation

- 5.1 Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any.
- 5.2 Within 2 weeks of the start of a tenancy, the owner must inform the strata corporation of the tenant's name and any occupants' names, strata lot number, and telephone number.
- 5.3 Upon request, an owner, tenant or occupant must inform the strata corporation of his or her name and the strata lot in which he or she resides or owns.
- 5.4 An owner must notify the strata corporation of any changes in the names of any persons residing in the strata lot within 2 weeks of any such changes occurring.

6. Obtain Strata Corporation Approval Before Altering a Strata Lot or Common Property

- 6.1 An owner must obtain the written approval of the strata corporation before making or authorizing:
 - (a) an alteration to a strata lot that involves any of the following:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (D) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (E) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (F) common property located within the boundaries of a strata lot;
 - (G) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
 - (H) flooring;
 - (I) wiring, plumbing, piping, heating, air conditioning and other services; and
 - (J) installation or removal of a wall or walls, whether structural or not; and
 - (b) any alteration to common property, including limited common property, or to common assets.

- 6.2 The strata corporation may each require as part of an application for approval of any alteration under bylaw 6.1 that an owner must:
- (a) submit, in writing, detailed plans and description of the intended alteration;
 - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
 - (c) determine whether the *Workers Compensation Act, Occupational Health and Safety Regulation* and/or related regulations apply to or have any impact on the intended alteration (for example, whether asbestos or lead paint must be addressed as part of the intended alteration and under what conditions).
- 6.3 The strata corporation may each require, as a condition of its approval under bylaw 6.1, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
 - (b) that the standard of work and materials be not less than that of the existing structures;
 - (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
 - (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to a strata lot, common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to a strata lot, common property, limited common property or common assets;
 - (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they are an owner, indemnify and hold harmless the strata corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation;
 - (f) that alterations be done by a qualified tradesperson(s) who is/are licensed, insured and in good standing with WorkSafe BC.

- 6.4 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.
- 6.5 An owner who has altered a strata lot, common property, limited common property or common assets will indemnify and hold harmless the strata corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to a breach of the *Workers Compensation Act, Occupational Health and Safety Regulation* and/or related regulations that apply or applied to or had or have any impact on the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner who has altered a strata lot, common property, limited common property or common assets and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation.
- 6.6 If, subsequent to the passage of bylaws 6.1 to 6.5 inclusive, an owner alters a strata lot, common property, limited common property, or common assets without adhering strictly to these bylaws, the strata corporation may require the owner to restore, at the owner's sole expense, the strata lot, common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the strata lot, common property, limited common property, or common assets back to its original condition following a demand by the strata corporation pursuant to this bylaw 6.6, the strata corporation may, in its discretion, conduct all or part of the restoration, at the expense of the owner who altered the strata lot, common property, limited common property, or common assets. If the strata corporation undertakes any restoration work pursuant to this bylaw 6.6, the cost of such restoration will become due and payable on or before the first day of the month next following the date on which the cost was incurred.
- 6.7 The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property, limited common property or common assets. In the event that the existence of the alteration to a strata lot, common property, limited common property, or common assets undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property, common assets or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.

7. Permit Entry to Strata Lot

- 7.1 An owner, tenant, occupant or visitor must allow any person(s) authorized by the strata corporation to enter the strata lot

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- 7.2 The notice referred to in bylaw 7.1(b) must include the date and approximate time of entry, and the reason for entry.

DIVISION 2 — POWER AND DUTIES OF STRATA CORPORATION

8. Repair and Maintenance of Property by Strata Corporation

- 8.1 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
 - (d) a strata lot, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,

- (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

DIVISION 3 — COUNCIL

9. Council Size

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

10. Council Members' Terms and Eligibility

- 10.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 10.2 A person whose term as council member is ending is eligible for re-election.
- 10.3 No person may stand for the strata council or continue to be on the strata council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 10.4 The owner or the spouse of an owner may stand for council but not both.

11. Removing Council Member

- 11.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- 11.2 After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

12. Replacing Council Member

- 12.1 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.
- 12.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 12.3 The council may appoint a council member under this bylaw even if the absence of the member being replaced leaves the council without a quorum.
- 12.4 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.

13. Officers

- 13.1 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.
- 13.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 13.3 The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- 13.4 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

14. Calling Council Meetings

- 14.1 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.
- 14.2 The notice does not have to be in writing.
- 14.3 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.
- 14.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

15. Quorum of Council

- 15.1 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.

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

16. Council Meetings

16.1 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.

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

16.3 Owners may attend council meetings as observers.

16.4 Despite bylaw 16.3, no observers may attend those portions of council meetings that deal with any of the following:

(a) bylaw contravention hearings under section 135 of the Act;

(b) rental restriction bylaw exemption hearings under section 144 of the Act;

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

17. Voting at Council Meetings

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

17.2 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.

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

18. Council to Inform Owners of Minutes

18.1 The council must inform owners of the minutes of all council meetings within 3 weeks of the meeting, whether or not the minutes have been approved.

19. Delegation of Council's Powers and Duties

19.1 Subject to bylaws 19.2 to 19.4, 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.

19.2 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 19.3.
- 19.3 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.
- 19.4 The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

20. Spending Restrictions

- 20.1 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.
- 20.2 Despite bylaw 20.1, a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

21. Limitation on Liability of Council Member

- 21.1 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.
- 21.2 Bylaw 21.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 21.3 All acts done in good faith by strata 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 the strata council, as valid as if the strata council member had been duly appointed or had duly continued in office.

21.4 In addition to bylaw 21.1, the strata corporation will reasonably indemnify and save harmless a strata council member, whether or not they continue to act in such capacity or hold the position of a strata council member, from and against any liability arising, and all costs, charges and expenses actually and reasonably sustained or incurred, from the exercise of their powers and performance of their duties as a strata council member and for expenses for errors and omissions made in the exercise of their powers and performance of their duties as a strata council member, but only to the extent that such liability and such costs, charges and expenses are not covered by operation of any strata insurance policy, provided that the strata corporation is given an accounting of all such costs, charges and expenses actually and reasonably sustained or incurred by a strata council member and prompt written notice of any action, suit or proceeding against a strata council member, and an opportunity to participate and to defend the same to the extent the strata corporation is permitted to do so by law. Excluded from this indemnity will be any claim, issue or matter where:

- (a) it is adjudged that a strata council member did not exercise the powers and perform the duties of the strata corporation acting honestly and in good faith with a view to the best interests of the strata corporation and exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances; or
- (b) it is adjudged, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, that a strata council member had no reasonable ground for believing that the strata council member's conduct was lawful.

In this bylaw 21.4, "**adjudged**" means adjudged by a court, tribunal or by way of arbitration.

DIVISION 4 — ENFORCEMENT OF BYLAWS AND RULES

22. Maximum Fine

22.1 Except as otherwise provided in these bylaws, the strata corporation may fine an owner or tenant a maximum of

- (a) \$200 for each contravention of a bylaw, and
- (b) \$50 for each contravention of a rule.

22.2 Fines levied in accordance with these bylaws shall be added to the owner's account and are due and payable on the first day of the month following assessment.

23. Continuing Contravention

23.1 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.

24. Remediating Infractions

Any infraction or violation of any rules and regulations established by a strata corporation pursuant to these bylaws on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied, or cured by the strata corporation, and any costs or expenses expended or incurred by the strata corporation in correcting, remedying, or curing such infraction or violation, shall be charged to that owner for the next month following the date on which the costs or expenses are extended or incurred, but not necessarily paid, by the strata corporation and shall become due and payable on the date of payment of the monthly assessment.

25. Authorization to start Small Claims Court Proceedings

25.1 The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to bring a claim against an owner or other person.

DIVISION 5 — ANNUAL AND SPECIAL GENERAL MEETINGS

26. Quorum of meeting

26.1 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.

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

27. Person to Chair Meeting

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

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

27.3 If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

27.4 Electronic attendance at meetings

27.4(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.

27.4(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.

28. Participation by Other than Eligible Voters

- 28.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 28.2 Persons who are 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.
- 28.3 Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

29. Voting

- 29.1 Except on matters requiring a unanimous vote or an 80% vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 29.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 29.3 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.
- 29.4 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.
- 29.5 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.
- 29.6 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.
- 29.7 Despite anything in this bylaw, an election of council or any other $\frac{3}{4}$ vote, unanimous vote, or 80% vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

30. Order of Business

- 30.1 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 the 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.
- 30.2 Despite bylaw 29.1, the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

DIVISION 6 — VOLUNTARY DISPUTE RESOLUTION

31. Voluntary Dispute Resolution

- 31.1 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.
- 31.2 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.
- 31.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 – MISCELLANEOUS

32. Insuring against major perils

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

33. Insurance

- 33.1 An owner and tenant are each responsible for obtaining insurance coverage to cover risks that are not covered by the strata corporation's insurance policy. Without limiting this bylaw, an owner or tenant is responsible for obtaining insurance coverage to pay any deductibles payable under the strata corporation's insurance policy for which the owner is responsible.

34. Responsibility of Owners

- 34.1 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 corporation insurance policy. Without limiting the meaning of the word "**responsible**", an owner is also 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.
- 34.2 For the purposes of bylaws 3.2 and 34.1, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the strata corporation's insurance proceeds received by the strata corporation and will be charged to the owner.

35. Parking

- 35.1 An owner 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.
- 35.2 An owner, tenant, occupant or visitor must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 35.3 An owner, tenant, occupant or visitor storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.
- 35.4 An owner, tenant, or occupant must not sell, rent, or licence the use of parking stalls to any person other than an owner, tenant or occupant of the strata corporation.

- 35.5 An owner, tenant, or occupant must park only in the parking stall assigned to the resident's strata lot.
- 35.6 An owner, tenant, occupant 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.
- 35.7 Any vehicle parked in violation of bylaw 35.6 will be subject to removal by a towing company authorized by strata council, and all costs associated with such removal will be charged to the vehicle owner.
- 35.8 An owner, tenant, occupant 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.
- 35.9 An owner, tenant, occupant or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- 35.10 An owner, tenant or occupant must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the owner, tenant, or occupant must hose down and remove all dirt, refuse and excess water from the washing area. While washing, an owner, tenant or occupant must keep audio volume low.
- 35.11 An owner, tenant or occupant must not park or store any vehicle that drips oil or gasoline. An owner, tenant or occupant must remove any dripped oil, gasoline or other automotive residue.
- 35.12 All electronic vehicles need to be registered with the Strata before charging an electrical vehicle from the common area outlets. The vehicles will be charged a certain amount a month per vehicle to be ruled in the strata parking Rules. Any additional vehicles performing unauthorized charging from common area outlets will be fined.

36. Storage lockers and bicycle storage

- 36.1 An owner, tenant or occupant must store bicycles and tricycles only in basement parking areas, the bicycle rack and storage lockers.
- 36.2 An owner, tenant or occupant must not store any hazardous or flammable substances in storage lockers.

Moving

37. Moving in/out procedures

- 37.1 An owner must provide notice to the strata corporation of all moving arrangements at least 48 hours before the moving date.
- 37.2 An owner must ensure:

- (a) When the elevator is used during a move, the elevator service key is used to control the elevator and the doors not jammed open in any manner;
 - (b) that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area;
 - (c) all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 37.3 An owner must pay a non-refundable fee of \$100 on each move in or move out of the owner's strata lot 48 hours prior to any move.

38. Garbage and Recycling

- 38.1 An owner, tenant or occupant must not throw, pile or store rubbish, dust, garbage, boxes, packing cases and other similar refuse in a 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.
- 38.2 An owner, tenant or occupant 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.

39. Residential rentals

- 39.1 Prior to possession of a strata lot by a tenant, the landlord must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- 39.2 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

40. No Smoking

- 40.1 For the purposes of this bylaw 40, the following definitions apply:
- (a) "**smoke**" or "**smoking**" includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances (including, for clarity, marijuana);
 - (b) "**vape**" or "**vaping**" includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.

- 40.2 A resident or visitor must not smoke or vape anywhere on or within Strata Plan EPS 2215, including in a strata lot.

41. Sale or rental of a strata lot

- 41.1 Real estate signs must not be displayed in a strata lot or on the limited common property except in the location designated by the strata corporation for such real estate signs.
- 41.2 The owner or the owner's real estate agent must accompany any person viewing a strata lot for sale or rent at all times while the person is on the common property.

42. Miscellaneous

- 42.1 An owner, tenant, occupant or visitor must not use or store barbecues (with the exception of electric or natural gas use barbecues) on common property, including limited common property.
- 42.2 An owner, tenant, occupant 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.
- 42.3 An owner, tenant, occupant or visitor must not wear or use inline skates and skateboards anywhere in the building, including a strata lot.
- 42.4 An owner, tenant or occupant 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.
- 42.5 An owner, tenant, occupant or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.
- 42.6 Except as permitted in bylaws 41.1, 42.7 and 43, an owner, tenant, occupant or visitor must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot that can be seen outside of the strata lot, unless authorized by the strata council. This will include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 42.7 An owner, tenant or occupant may post notices on the designated bulletin board, subject to being removed by the strata council if deemed inappropriate or posted for in excess of one week.
- 42.8 An owner, tenant or occupant must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- 42.9 An owner, tenant, occupant or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.

- 42.10 An owner, tenant or occupant must ensure that drapes or blinds visible from the outside of the building are cream or white in colour.
- 42.11 An owner, tenant or occupant must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 42.12 An owner who owns a unit may tint windows with mirror reflection, or install a balcony enclosure with the specifications that are approved by the strata council in advance at the unit owner's cost.
- 42.13 An owner, tenant or occupant must not permanently or temporarily place, erect or install anything on limited common property, common property or land that is a common asset except as permitted by these bylaws. Despite the foregoing, a resident may place the following items on a balcony, patio or roof deck that has been designated for the exclusive use of a strata lot:
- (a) free-standing, self-contained planter boxes or containers; and
 - (b) summer furniture and accessories.
- 42.14 An owner, tenant or occupant who installs Christmas lights must install them after December 1st of the year approaching Christmas and must remove them before January 15th of the year following Christmas.
- 42.15 (a) In-suite fire safety devices should be inspected at least one time per year to ensure that these are operating properly as intended. Where the strata corporation provides 7 days' notice to enter a strata lot for the purpose of inspecting in-suite fire safety devices, an owner, tenant, occupant or visitor must provide access to those devices to the person(s) authorized by the strata corporation.
- (b) An owner, tenant or occupant who does not provide access to the in-suite fire safety devices in their strata lot, on the date of the scheduled annual in-suite fire safety devices inspection in accordance with the notice provided by the Strata Corporation under Bylaw 42.14. Failure to provide the access for the inspection, the Owner must participate in the second scheduled fire inspection (scheduled at same time as repairs to the fire deficiency are being done).
- (c) An owner or tenant who does not subject his in-suite fire safety devices to a safety inspection at least one time per year and miss the second inspection are required to schedule (within a reasonable time period) and pay for their own inspections and notify Property Management Company when it is complete in accordance with this Bylaw will be assessed a fine in the amount of \$200.00.

DIVISION 7 — MARKETING ACTIVITIES

43. Display Lot

- 43.1 Despite bylaw 39, an owner developer who has an unsold strata lot or unsold strata lots may carry on sales and/or leasing functions that relate to the sale or lease of the strata lot or strata lots, including the posting of signs and shall have the use and enjoyment of as much of the common property and limited common property as may be reasonable and necessary to carry on such sales and/or leasing functions.
- 43.2 An owner developer may use a strata lot or more than one strata lot that the owner developer owns or rents, as display lots for the sale of other strata lots in the strata plan.
- 43.3 Without limiting the generality of bylaw 40, the Owner Developer shall have the right, so long as it owns any unsold strata lots, to maintain and use its unsold strata lots and the common property amenity area as display units and sales offices and to carry out such sales functions as the Owner Developer deems necessary or desirable to enable the sale and marketing of all strata lots in the development and at other developments of the Owner Developer within Surrey, British Columbia, including:
- (i) erecting and placing directional, location and advertising signage on the strata lots owned by the Owner Developer, the common property and all common facilities;
 - (ii) encouraging and allowing prospective purchasers to view the strata lots owned by the Owner Developer, the common property and all common facilities; and
 - (iii) erecting and maintaining a sales trailer, placards, flags and other like items for marketing, sales and advertising on the common property of the development which shall be removed at the Owner Developer's expense once all strata lots have been sold by the Owner Developer
- 43.4 In order to allow the Owner Developer of the strata lots to market and sell any strata lots owned by the Owner Developer, the Owner Developer may, until the last strata lot has been sold by the Owner Developer:
- (i) allow any project or security gate to remain open during regular business hours including weekends so as to allow prospective purchasers reasonable and unimpeded access to any strata lot owned by the Owner Developer and access to the common property and facilities of the development; and
 - (ii) have unimpeded access for the Owner Developer, its sales staff, agents and prospective purchasers to the common property and common facilities of the development.

- 43.5 A strata lot owner may display on the Common Property a form of signage designed to attract pedestrians and passersby and which signage relates directly or indirectly to the sale or lease of a strata lot, however, until such time as the Owner Developer is no longer the first owner of any strata lot, the Owner Developer shall be entitled to stipulate, within reason, the location and maximum size of any owner's signage on the Common Property.