

STRATA PLAN BCS 1559

THE TAYLOR

BYLAWS

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

1. Payment of Strata Fees

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) If an owner is late in paying his or her strata fees or special levies, the owner must pay to the strata corporation a late payment fine in the amount of \$50 for the first month, \$100 for the second month, and \$200 per month thereafter until such time as the arrears have been cleared.
- (3) Notwithstanding bylaw 1 (2) where an owner fails to pay strata fees in accordance with bylaw 1 (1), outstanding fees will be subject to an interest charge of 10% per annum, compounded annually.

2. Repair and Maintenance of Property by Owner

- (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) 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.

In cases where an owner has been required to make repairs that, in the opinion of the strata council, could cause damage to other suites and common areas if not attended to and does not do so within a reasonable time, that owner shall be responsible for repairs to his/her own suite and to other suites and common areas affected by any subsequent damage.

- (3) The cost of repairs or maintenance which is as a result of damages or wear and tear, caused or created by the Owner's act, omission, negligence or responsibility or by that of an Owner's Visitors, Residents, employees, agents, or a member of the Owner's family, to a strata lot, limited common property or common property, shall be repaired by the Strata Corporation and such cost shall be added to and become part of the strata fees of that owner.

3. Use of Property

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,

- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, immoral or injurious to the reputation of the building, 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.
- (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) An owner, tenant, occupant that keeps a pet must comply with these bylaws and any rules enacted by the strata council on behalf of the strata corporation pursuant to Bylaw #3 with respect to the keeping pets.
- (4) An owner, tenant or occupant that keeps a pet in a strata lot, either permanently or temporarily, shall register that pet with the strata council by providing to the strata council a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when a pet is required to be licensed).
- (5) An owner or occupant of a strata lot shall not permit his pet to be on the common property, including limited common property, unless the pet is leashed and under the control of the owner of the pet or another responsible adult. Pets are not permitted in the fitness room, Taylor Lounge or the Media Room. Pets may not be left unattended on patios or balconies unless a door is left open allowing the pet(s) free access in and out of the unit.
- (6) An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation:
- (a) any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant shall pay all costs of such special cleaning; or
 - (b) replacement of the floor covering is necessary as a result of the pet urinating or defecating, the owner shall pay all costs of such replacement.
- (7) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws as if the animal or pet were one kept by the owner occupant in his or her strata lot.

- (8) The strata corporation may:
- (a) make, amend, rescind and enforce rules and regulations it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on the common property and the types of pet permitted to be in the common property and, for this purpose, make different rules and regulations and different terms and conditions for different types of animals; and
 - (b) require removal by an owner or occupier of any strata lot any pet or other animal kept by the owner or occupier in a strata lot if such a pet or animal, in the opinion of the council, constitutes a nuisance to any owner or occupier of a strata lot, or causes danger or damage to any owner or occupier of the strata lot or to any property of the strata corporation or an owner or occupier of a strata lot. Such removal must occur within five working days of a notification being served.
 - (c) The number of pets that is allowed to occupy any one suite is limited as follows: one large dog or two small dogs (under 25 lbs. each) per suite or two cats or one dog and one cat.
 - (d) The strata council may, at its discretion, ban dogs from the building that are acknowledged to pose a potential danger to other residents. Such dogs may include Pit Bulls and Rottweilers. Such removal may occur within five working days of the notification.
- (9) An owner, tenant or occupant must not:
- (a) keep any animal or pets of any kind in his/her strata lot or on or about the common property, which includes the outside grounds of the strata plan, except in accordance with these bylaws and any rules and regulations established by the council from time to time;
 - (b) use any part of the common property (other than established storage lockers) for storage, without the written consent of the strata council;
 - (c) use the strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
 - (d) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
 - (e) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any owner, tenant or occupant;
 - (f) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
 - (g) keep any garbage or construction debris on balconies;

- (h) use a barbecue, hibachi, open flame combustible fire, or light cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time;
- (i) shake any mops or dusters or any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
- (j) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (k) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (l) allow a strata lot to become unsanitary or a source of odour;
- (m) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and rules made hereunder, which pet shall be fed only in a strata lot;
- (n) install any window coverings, including tin foil, visible from the exterior of his/her strata lot, which are different in size or colour from the original window coverings;
- (o) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (p) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, hard surface flooring, except those installations approved in writing by the council;
- (q) erect on or fashion to the strata lot, the common property or any limited common property any television or radio antenna, dish or similar structure or appurtenance thereto;
- (r) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (s) place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or balcony except free-standing, self-contained planter boxes, planter boxes properly and securely fastened to the inside of railings, summer furniture and accessories nor install any hanging plants or baskets or other hanging items within three feet of a balcony railing line;
- (t) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest or the strata lot permitted by these bylaws;

- (u) alter or renovate his/her strata lot or install any device or material within or about his/her strata lot or the common property, including limited common property, such that alteration, renovations or installation or use thereof causes or has the potential to cause unreasonable disturbance or unreasonably interferes with the comfort of any other owner, tenant or occupant; or
 - (v) alter or remove any carpeting or other floor covering from the floors of his/her strata lot without first obtaining the prior written approval of the council.
- (10) Strata lot occupants are entitled key fobs as follows:
- (a) three per bachelor suite
 - (b) three per one bedroom suite
 - (c) four for all other suites and townhomes
- (11) No owner, tenant or guest shall use in-line roller blades and/or skateboards on the common property.
- (12) Smoking on common property or limited common property is strictly prohibited. Consumption of alcohol on common property is strictly prohibited. Cigarette butts and other refuse must not be thrown or dropped from balconies, and must not be allowed to blow off balconies.

4. Inform Strata Corporation

- (1) Within two weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan;
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his/her name.
- (3) Prior to a tenant occupying a strata lot, the owner must cause the tenant to complete and deliver to the strata corporation a Notice of Tenant Responsibilities (Form K). The owner shall also review all rules and bylaws of the building with the prospective tenant and submit to the strata corporation a written and signed acknowledgement form prescribed by council that such a review has occurred.

5. Obtain Approval Before Altering a Strata Lot

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of the building;
 - (b) the exterior of the building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights (including the castings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (ie. Including, for example, adding security devices to the entrance door to a strata lot);

- (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.
- (2) The strata corporation must not unreasonably withhold its approval under Subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any current and future expenses relating to the alteration and to remove the alteration and restore the common property, if required by the strata corporation, prior to moving out of the strata lot.
- (3) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which is the opinion of the council will alter the exterior appearance of the building.
- (4) Door hardware must be the same colour and a similar style to the original door hardware.
- (5) In-suite renovations are permitted from 8:00 a.m. to 7:00 p.m. on weekdays and from 10:00 a.m. to 5:00 p.m. on Saturdays. Work is only permitted between 12:00 p.m. to 4:00 p.m. on Sundays and Statutory holidays.

6. Obtain Approval Before Altering Common Property

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as conditions of its approval that the owner agree, in writing:
- (a) to take responsibility for any current and future expenses relating to the alteration;
 - (b) to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration; and
 - (c) to remove the alteration and restore the common property, if required by the strata corporation, prior to moving out of the strata lot.

7. Permit Entry to Strata Lot

- (1) An owner, tenant, occupant or visitor must allow a person 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 twenty-four hours' written notice,
 - i. to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act; and
 - ii. to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in Subsection (1) (ii) must include the date and approximate time of entry, and the reason for entry.

- (3) Should entry be denied, the strata council and/or emergency services may arrange for forced entry to the strata lot. Any damage caused by such entry shall be the responsibility of the strata lot owner and any repairs to damage shall be completed by the responsible owner, to the satisfaction of the strata council, within five working days.
- (4) Annual in-suite fire control equipment inspections are mandatory. If the owner or resident does not provide access to their unit for the annual inspection, the strata council shall have the authority to post a 48-hour notice on the door, then have a locksmith open the door for the fire inspection. All associated costs will be charged to the account of the owner. Owners / residents will be notified of the date of the annual fire inspection a minimum of 30 days in advance.

Division 2 – Powers and Duties of Strata Corporation

1. Repair and Maintenance of Property by Strata Corporation

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

Division 3 – Council

1. Council Size

- (1) The council must have at least three and not more than seven members at any time. If at any time the council consists of less than three members, a general meeting must be scheduled to elect additional members to satisfy the minimum requirement.

2. Council Members' Terms

- (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.
- (2) A person whose term as a council member is ending is eligible for reelection.
- (3) 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 the strata lot under the Act.

3. Removing Council Member

- (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.
- (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.
- (3) 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 the Act.

4. Replacing Council Member

- (1) If a council member resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council. When replacing a council member, the strata council may first consult the roster of interested potential council members established at the previous annual general meeting. The person with the largest number of votes shall first be offered the position. Should he/she refuse, the next person on the roster will be approached. If no one on the roster is available to join the strata council, the council president shall post a notice on the strata council notice board inviting owners to indicate their interest in joining council within forty-eight hours of the notice being posted. The council will appoint the member who, in its opinion, is the most suited to serve on council.
- (3) Subject to Bylaw #9 and Bylaw #16 (1), the council may not appoint a council member under this section if the absence of the member being replaced leaves the council without a quorum.

- (4) If all the members of the council resign or are unwilling or unable to act for a period of two 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.

5. Officers

- (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.
- (2) A person may hold more than one office at a time, other than the offices of president and vice-president.
- (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) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of two or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

6. Calling Council Meetings

- (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.
- (2) The notice does not have to be in writing.
- (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.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

7. Requisition of Council Hearing

- (1) By application in writing, stating the reasons for the request, an owner or tenant may request a hearing at a council meeting.

- (2) If a hearing is requested under Subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

8. Quorum

- (1) A quorum of the council is
 - (a) two, if the council consists of three or four members
 - (b) three, if the council consists of five or six members, and
 - (c) four, if the council consists of seven members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

9. Council Meetings

- (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.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite Subsection (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.

10. Voting at Council Meetings

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only two 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.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

11. Council to Inform Owners of Minutes

- (1) The council must inform owners of the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved.

12. Delegation of Council's Powers and Duties

- (1) Subject to Subsections (2) and (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.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with Subsection (3).
- (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.
- (4) The council may not delegate its power 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.

13. Spending Restrictions

- (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.
- (2) Despite Subsection (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.

14. Limitation on Liability of Council Member

- (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.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 – Enforcement of Bylaws and Rules

1. Maximum Fines

- (1) The strata corporation may fine an owner or tenant a maximum of:
 - (a) \$200 for a contravention of a bylaw; and
 - (b) \$50 for a contravention of a rule.
- (2) The strata corporation may impose a fine on an owner or a tenant or their visitors for a continuing contravention of a bylaw or rule every seven days.
- (3) Each owner and tenant is responsible for payment, without notice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within fifteen days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$25 for the first month, \$50 for the second month and if such default continues, an additional fine of \$100 will be levied against and paid by the tenant, as the case may be, for each additional month such default continues.
- (4) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.
- (5) Any costs or expenses incurred by the strata corporation as a result of an infraction or violation of the bylaws or any rules and regulations established under them, including but not limited to the full costs in repairing any damage to the plumbing, electrical and other systems of the building or other parts of the common property caused by the owner, his employees, agents, invites or tenants, shall be charged to that owner and shall be payable on or before the first day of the month next following the date in which the costs or expenses are incurred.
- (6) Where any claim has been made against the insurance policy of the strata corporation as a result of a violation of any of the bylaws or any rule or regulation which may be established from time to time by the council pursuant to the Act or the bylaws, by any owner or occupant, guest, employee, agent or invitee of such owner or occupant, a sum equal to the amount of the deductible charged by the insurer of the strata corporation as a result of the claim shall be payable by the owner of the strata lot and shall become due and payable on the first day of the month next following.

2. Continuing Contravention

- (1) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven days, a fine may be imposed every seven days.

Division 5 – Annual and Special General Meetings

1. Person to Chair Meeting

- (1) Annual and special general meetings must be chaired by the president of the council.
- (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.
- (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.

2. Participation by Other Than Eligible Voters

- (1) Tenants and occupants may not attend any annual and special general meetings, unless they are eligible to vote, and/or unless issued a proxy by the registered owner of a strata lot.

3. Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice-president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of the council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) An owner who is otherwise an eligible voter may not exercise his/her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

4. Order of Business

- (1) The order of business at an annual or special general meeting 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 or special general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the strata corporation under Section 125 of the Act;
 - (j) report on insurance coverage in accordance with Section 154 of the Act, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year in accordance with Section 103 of the Act, if the meeting is an annual general meeting;
 - (l) elect a council, if the meeting is an annual general meeting;
 - (m) deal with new business, including any matters about which notice has been given under Section 45 of the Act;
 - (n) terminate the meeting.

Division 6 – Voluntary Dispute Resolution

1. Voluntary Dispute Resolution

- (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.

- (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.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute. If no resolution is reached among the disputing parties, the strata council may render a decision which shall be deemed final.

Division 7 – Miscellaneous Matters

1. Types of Strata Lots

- (1) Strata lots 1 to 19 inclusive shall be considered one type of strata lot (the “Townhouses”), and strata lots 20 to 52 inclusive shall be considered another type of strata lot (the “Podium Units”), and strata lots 53 to 251 inclusive shall be considered a third type of strata lot (the “Tower Units”) for the purposes of allocating expenses which relate to and benefit only one of these three types of strata lots. If a contribution to the operating fund relates to and benefits only one of these types of strata lots, such contribution is to be shared only by the owners of strata lots of that type and each strata lot’s share of that contribution is to be calculated in accordance with the formula which has as its numerator the unit entitlement of the strata lot within that type and as its denominator the total unit entitlement of all strata lots within that type.

2. Small Claims Court

- (1) Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

3. Electronic Attendance at Meetings

- (1) Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

4. Use of Patios and Balconies

- (1) An owner, tenant or occupant of a strata lot shall not, except on enclosed balconies, place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be

solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they were placed. Under no circumstances will an owner, tenant or occupant install a hook, hanger, bracket or other device to the exterior of the building which could potentially cause a breach of integrity of the building envelope.

5. Garbage Disposal

- (1) An owner, tenant or occupant shall remove ordinary household refuse and garbage from his/her strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his/her expense.

6. Bicycles, Storage and Parking

- (1) Bicycles are not permitted in the elevators, hallways or any other common areas. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the owner's designated storage lockers or such other areas as may be prescribed by the council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only or the bike access door off Taylor Street.
- (2) The owner of each strata lot will be entitled to the use of one storage locker within the secured area of the parking facility for the development designated for that purpose, free of charge (but this will not prohibit the imposition of reasonable refundable security deposits for the issuance of keys and security passes). Council will, subject to the provisions of the Strata Property Act, be responsible for the allocation of and orderly administration of the use of storage lockers. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated storage lockers, including charging fees to users if approved by resolution of the strata council.
- (3) An owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his/her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is insured under that policy.
- (4) An owner, tenant or occupant must use parking stalls only for parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or storage of any other item, unless otherwise approved in writing by the council. Vehicles without road insurance must have a minimum of \$1,000,000 liability insurance in force to park on the common property. Storage of vehicles with current liability insurance coverage is permitted only in designated / assigned parking stalls. Proof of liability insurance must be posted in a visible place on the vehicle. Personal information should be blacked out.
- (5) An owner, tenant or occupant shall not:
 - (a) use any parking space in the building or on the common property or any limited common property, except the parking space which has been specifically assigned to his/her strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;

- (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or any limited common property, except in the case of emergency;
 - (c) rent or lease the parking space assigned by the strata corporation to his/her strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building without prior written consent of the council; and
 - (d) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or limited common property.
- (6) An owner, tenant or occupant must properly and at its own expense clean up any oil or other substances which spills or leaks onto the common property.

7. Move In / Move Out

- (1) The strata corporation may regulate the times and manner in which any person moves onto or out of the strata lots and may require that such moves be coordinated with the manager of the building at least seven days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner or tenant carries out any move into or out of a strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, the owner or tenant will be subject to a fine of \$100, such a fine to be paid on or before the due date of the next monthly strata fees.
- (2) An owner or tenant must notify the strata corporation in advance of the date and time that the owner or tenant will be moving into or out of the strata lot. There is a move-in or move-out deposit of \$200. A move-in fee of \$250 must be paid at the time of booking a move where the tower elevator is required, regardless of it being into a furnished or unfurnished strata lot, townhouse or tower residence or change of roommate in any strata lots.
- (3) In case of damage caused by a move, the costs to repair the damage shall be assessed in full amount against the responsible strata lot owner.
- (4) Moves must be scheduled and completed between the hours of 8:00 a.m. and 5:00 p.m. on weekdays and between 10:00 a.m. and 2:00 p.m. on weekends and statutory holidays, unless the weekend or statutory holiday falls on the last day of the month.
- (5) The building manager and/or property manager, on behalf of BCS 1559 Strata Corporation, may decline a move in or move out of the Taylor if it would interfere with other planned activities such as other moves and maintenance activities.
- (6) *[Repealed at the Annual General Meeting of February 10th, 2009].*
- (7) Owners must receive all keys, remotes and key fobs from a tenant when moving out of the Taylor is completed.
- (8) Owners/tenants moving into or out of the Taylor must ensure exterior doors are not left open and unattended at any time.
- (9) Only an elevator equipped with protective padding may be used for moves.

- (10) An additional move fee in the amount of \$1,000 will be charged to the Owner's account for any unbooked moves. An unbooked move will not be permitted unless it complies with all other Rules and it is a convenient time (i.e. no other moves, security available).

8. Selling Strata Lots

- (1) An owner of a strata lot, when selling his/her strata lot, will not hold or permit to be held, any public open house except in the matter prescribed by the council. One open house for agents will be allowed per listing. Unless council otherwise prescribes, all showings must be by appointment only.

9. Acquisition or Disposition of Personal Property

- (1) The strata corporation may purchase, lease or otherwise acquire personal property for the use of benefit of the owners and may sell or otherwise dispose of such personal property for any amount in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a 3/4 vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.

10. Quorum for Adjourned Meetings

- (1) If within fifteen 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 #10 (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.

11. Common Facilities and Easement Areas

- (1) Each owner will comply with the rules and regulations from time to time established by the council which govern the use and enjoyment of the common property, the terms of any easement which is for the benefit of the strata corporation and rules and regulations made pursuant to any such easement. Postings of any such rules and regulations will constitute sufficient notice to all such persons.
- (2) Except as otherwise permitted pursuant to an easement that governs the common property, all common facilities are for the use of the owners, occupants land their accompanying guests only.

12. Rentals

- (1) No more than two tenants may occupy a bachelor suite, three tenants per one bedroom suite and four tenants for two bedroom suites, penthouses and townhomes.

13. Christmas Tree

- (1) No cut Christmas trees shall be permitted in any strata lot.

14. Adult Occupancy

- (1) No owner, tenant or occupant of a strata lot shall permit any person under the age of eighteen years to ordinarily reside in such strata lot without an accompanying adult.

15. Limited Expenditures of Council

- (1) Subject to Subsection (3) below, if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the strata corporation may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this Subsection (1) in the same fiscal year, is less than 3% of the total contribution to the operating fund for the current year.
- (2) If the strata corporation makes an expenditure under Subsection (1) above, the strata corporation must inform owners as soon as feasible about any expenditure of more than 3% on any single item.
- (3) Notwithstanding Subsection (1) above, the strata corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial, or otherwise.

16. Uninsured Losses and Insurance Deductibles

- (1) The amount of any loss or damage to any property or asset of the strata corporation that is not covered by the strata corporation's insurance, which is determined by the strata corporation to be in any way caused by the action or inaction of the owner of a strata lot (the "Owner"), the Owner's tenant, the occupant of the Owner's strata lot, or the Owner's visitor, shall be forthwith payable by the Owner to the strata corporation, and recoverable by the strata corporation as such.
- (2) Any damage to insured property of the strata corporation which results in the payment by the strata corporation of an insurance deductible shall be deemed to be an uninsured loss and recoverable by the corporation as provided for above.
- (3) In addition to the obligations and liabilities imposed, an owner is strictly liable to the strata corporation and to other owners and occupants for any damage to common property, limited common property, common assets or to any strata lot as a result of:
 - (A) any of the following items located in the owner's strata lot:
 - (1) dishwasher;
 - (2) refrigerator with ice / water dispensing capabilities;
 - (3) garburator;
 - (4) hot water tank;
 - (5) washing machine;

- (6) radiant heating system, including boiler;
 - (7) toilet, sinks, bathtubs and, where located wholly within the strata lot and accessible to the owner, plumbing pipes, fixtures and hoses;
 - (8) fireplaces;
 - (9) anything introduced into the strata lot by the owner;
- (B) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
 - (C) any of the following areas of limited common property that an owner is required to maintain and repair;
 - (1) damage arising from a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;
 - (D) any pets residing in or visiting at the owner's strata lot; and
 - (E) any persons residing in or visiting at the owner's strata lot;
- (4) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot arising from bylaw 16 (3) above, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy held by the strata corporation. In such circumstances, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.
 - (5) For the purposes of bylaws 16 (3) and 16 (4), any insurance deductibles or uninsured repair costs charged to an owner shall be added to and become part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of monthly assessment.
 - (6) The adoption of bylaws 16 (3) through 16 (5) does not in any way limit the strata corporation's ability to rely upon section 158 (2) of the Act.

17. Illegal Use of Strata Lot Prohibited

- (1) The owner of a strata lot shall not permit it to be used for any purpose that is prohibited by any law, regulation or bylaw, whether federal, provincial or municipal; or in any way that contravenes these bylaws or the rules of the strata corporation, or which, in the opinion of the strata council acting reasonably, is injurious to the good reputation of the strata corporation. Without in any way limiting the generality of the foregoing, this includes producing or trafficking, or both, any controlled substances within the meaning of the Controlled Drugs and Substances Act.

- (2) Where a strata lot is rented in accordance with Bylaw #40 – Residential Rentals, it is the responsibility of the strata lot owner to be in contact with the tenant and ensure that the strata lot is inspected on a regular basis, and in any event no less than once every six months, to ensure that there is no illegal activity taking place within the strata lot as described in Bylaw #45 (a), and upon request of the strata council to provide written confirmation to the strata council that the inspection took place.
- (3) Where a strata lot is used in a manner prohibited by this bylaw, the strata corporation may also charge back to, or sue to recover from, the owner of the strata lot all costs resulting from any loss or damage to other strata lots in the strata corporation and their contents, owners and occupants, and/or to the common property or common assets of the strata corporation, whether or not the owner is or was aware of such prohibited use of the strata lot.
- (4) Where a strata lot is used in a manner prohibited by this bylaw, the owner of the strata lot may be fined up to \$200. For so long as the contravention continues, the owner may be fined every seven days.

18. Building Security

- (1) No leafleting or soliciting is permitted on common property, including limited common property under any circumstances unless where permitted under law.

June 14th, 2007 Special General Meeting

- Bylaws repealed and replaced in their entirety

January 15th, 2008 Annual General Meeting

- Bylaw #1(2), Division 1 repealed and replaced

- Bylaw #3(12), Division 1 revised

February 10th, 2009 Annual General Meeting

- Bylaw #5(4), Division 1 added

- Bylaw #5(5), Division 1 added

- Bylaw #7(4), Division 1 added

- Bylaw #7(4), Division 7 repealed and replaced

- Bylaw #7(6), Division 7 deleted

- Bylaw #6(4), Division 7 amended

- Bylaw #3(5), Division 1 amended

February 9th, 2010 Annual General Meeting

- Bylaw #1(3), Division 1 added

- Bylaw #3(8)(c), Division 1 amended

- Bylaw #3(10), Division 1 amended

- Bylaw #7(2), Division 7 amended

- Bylaw #7(10), Division 7 added

- Bylaw #16(3) through to (6), Division 7 added

- Bylaw #18(1), Division 7 added

March 19th, 2014 Annual General Meeting

- Bylaw #2(3) Division 1 added

- Bylaw #5(5) Division 1 amended