

# Century Tower

## Strata Plan: VR2692

# Bylaws

Last Updated: March 9<sup>th</sup>, 2020

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| Amended: | December 29 <sup>th</sup> , 1993 | BG466124  |
| Amended: | January 16 <sup>th</sup> , 1995  | BJ11992   |
| Amended: | January 16 <sup>th</sup> , 1995  | BJ11993   |
| Amended: | February 1 <sup>st</sup> , 1996  | BK30723   |
| Amended: | December 9 <sup>th</sup> , 1997  | BL414257  |
| Amended: | December 11 <sup>th</sup> , 1998 | BM341656  |
| Amended: | December 7 <sup>th</sup> , 1999  | BN325335  |
| Amended: | February 18 <sup>th</sup> , 2002 | BT55580   |
| Amended: | March 24 <sup>th</sup> , 2003    | BV98669   |
| Amended: | November 24 <sup>th</sup> , 2003 | BV488035  |
| Amended: | December 5 <sup>th</sup> , 2005  | BW398444  |
| Amended: | December 22 <sup>nd</sup> , 2006 | BA603230  |
| Amended: | March 9 <sup>th</sup> , 2017     | CA5862453 |
| Amended: | March 9 <sup>th</sup> , 2020     | CA8077808 |

## **Preamble**

These bylaws bind the Strata Corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the Strata Corporation and each owner, tenant and occupant and contained covenants on the part of the Strata Corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the Strata Corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and, unless the context requires otherwise, includes non-resident owners of residential strata lots and owners, tenants and occupants of non-residential strata lots. A "resident" means collectively, an owner, a tenant and an occupant and, unless the context requires otherwise, includes a non-resident owner of a residential strata lot and an owner, tenant and occupant of a non-residential strata lot. The Schedule of Standard Bylaws to the Act does not apply to the Strata Corporation.

The provisions hereof shall be deemed independent and severable and invalidity in whole or part of any bylaw does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion has never been included herein. All residents and visitors must comply strictly with the bylaws and rules of the Strata Corporation.

## **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 An owner must pay special levies on or before the date payment of the special levies are due and owing, including any installment payments.
- 1.3 Where an owner fails to pay strata fees in accordance with these bylaws, outstanding strata fees will be subject to an interest charge of 10% per annum compounded annually, or any other maximum interest rate provided for under the Act and Regulation from time to time.
- 1.4 If an owner fails to pay a strata fees or a special levy at the required time a fine of \$50.00 per month will be charged to the owner's strata account until the overdue amount is paid.

### **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. An owner is responsible to repair and maintain doors and windows servicing his strata lot.
- 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.

### **3. Use of Property**

- 3.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
  - (a) Causes a nuisance or hazard to another person;
  - (b) Causes unreasonable noise;
  - (c) Unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
  - (d) Is illegal;
  - (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; or

- (f) Use a 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.
- 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 Bicycles are not permitted in strata lots and may only be brought into the building to be stored in the parking garage or a bicycle storage room.
- 3.4 Communication between owners and council shall be in writing, signed and directed to the council via the property management company or by delivery to the lobby office.
- 3.5 Live Christmas trees are not permitted on the common property, in the elevators or in any of the strata lots.
- 3.6 No material substance, including but not limited to cigarettes, matches or water, shall be thrown out of or be permitted to fall out of any window, door, or balcony, in the building. No mops or dusters of any kind shall be shaken outside of a window, door or balcony.
- 3.7 No owner, tenant, occupant or visitor, shall do anything on common property that is likely to damage the plants, bushes, flowers or lawns. No owner, tenant, occupant or visitor shall place chairs, tables or other objects on the lawn so as to damage them or prevent their reasonable growth.
- 3.8 No part of the common property shall be used for storage, except the storage rooms and bicycle rooms. All property is stored at the owner's risk.
- 3.9 Hallways, lobbies, stairways, sidewalks, walkways, elevators and driveways of the common property shall not be obstructed or used for any purpose other than entering and exiting from the strata lots and parking areas within the common property.
- 3.10 Cycling on common property is prohibited, except for on roadways. Skateboarding and rollerblading are not permitted on any common property, common facilities or other assets of the strata corporation.
- 3.11 Smoking is prohibited on the common property, including the common property located both inside and outside of the building.
- 3.12 The duplication of any common area key or keys by owners is not permitted. Common area keys are to be received from the building manager or the management company only.
- 3.13 No owner shall do anything or permit anything to be done that will increase the risk of fire or the rate of fire insurance for the building or any part thereof.
- 3.14 An owner, tenant, occupant or visitor shall not 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 other owner, tenant or occupant.
- 3.15 No signs, including "for sale" signs, billboards, notices or other advertising of any kind are permitted on common property, or in a strata lot so that it is visible from the outside of the strata lot, without the prior written permission of council. This bylaw shall be construed in a manner consistent with election legislation.
- 3.16 No window coverings visible from outside a strata lot are permitted, except for vertical blinds that are white or off-white in colour. Window coverings are required on all windows, including balcony enclosures. Solar window film is allowed with the prior written permission of the council.
- 3.17 Owners are responsible to clean the accessible windows of their strata lot.
- 3.18 The use of waterbeds within the building shall be subject to the council's prior approval, which shall be based on the following requirements:
- (a) The owner must provide the council with a copy of an insurance policy or rider satisfactory to the council and such insurance policy or rider must specifically cover any

possible damage resulting from water escape from such waterbed, whether the water escape be to any strata lot or to common property; and

- (b) Any owner owning a waterbed prior to registration of this bylaw shall provide to council a copy of an insurance policy, or rider as described in this bylaw.

- 3.19 An owner, tenant or occupant of a strata lot may place planters or patio furniture and other similar summer items within any part of the limited common property designated on the strata plan exclusively for the use of such owner subject to such planter, items or furniture are in keeping with the balance of the development in terms of design, quality, proportion and colour. All planters, items or furniture 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 are placed. No articles of a hanging nature shall be screwed or nailed into the structure.
- 3.20 An owner, tenant, occupant shall not use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity. Any damage caused by neglect shall be repaired at the owner's expense. Owners should be cautioned to not set barbecues too close to the building. No barbecuing is permitted after the hour of 11:00 p.m.
- 3.21 An owner, tenant or occupant shall not 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.
- 3.22 An owner, tenant or occupant shall not 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 the building.
- 3.23 An owner, tenant or occupant shall not erect, place upon or fasten to the strata lot, the common property or any limited common property any television or radio antenna, satellite dish, hot tub, or similar structure or appurtenance thereto, without the prior written consent of the council.
- 3.24 An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be placed in plastic bags and tied before so depositing. The owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense. This includes but not limited to mattresses, tires, batteries, etc. Garbage is not to be accumulated in garbage cans on balconies or patios or left on common property. All boxes should be crushed before placing in the bins. All recycling material is to be washed and/or rinsed out.
- 3.25 An owner, tenant or guest must wait within view of any common area door/gate until the door/gate is completely closed, before proceeding in or out of the premises. Any unauthorized entry into the building must be reported to the Police.
- 3.26 Residents/Owners must not allow anyone other than an owner/resident or invitee to enter into the building without the use of the proximity fob when accessing the front door of the building. A fine of \$50.00 will be levied to any residents and owners for non-compliance.
- 3.27 Residents/Owners must not allow anyone other than an owner/resident or invitee to enter into the underground parking without the use of the proximity fob when accessing the underground parking gate. A fine will be levied without limit for non-compliance and will be subject to the following:
  - (a) The Strata Corporation reserves the right to levy a fine of \$50.00 on a per incident basis every seven (7) days;
  - (b) On the fourth contravention of the bylaw, the Strata Corporation reserves the right to deny the privilege to rent any parking stalls in the underground parking of VR-2692 Century Tower. A fine of \$50.00 will be levied for non-compliance.
- 3.28 Any unauthorized vehicle parked in the underground parking of Century Tower will be removed by the Strata Corporation at owner's risk and expense.

#### **4. Inform Strata Corporation**

- 4.1 Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- 4.2 On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

#### **5. Obtain Approval Before Altering a Strata Lot**

- 5.1 An owner must obtain the written approval of the council before making an alteration to a strata lot that involves any of the following:
  - (a) The structure of a building;
  - (b) The exterior of a building;
  - (c) Chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) Doors, windows or skylights on the exterior of a building, or that front on the common property;
  - (e) Fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) Common property located within the boundaries of a strata lot;
  - (g) Plumbing or electrical work within any bearing or party wall;
  - (h) Those parts of the strata lot which the strata corporation must insure under section 149 of the *Act*.
- 5.2 The strata corporation must not unreasonably withhold approval under subsection 5.1, but will require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- 5.3 An owner shall not change the type of floor covering originally installed in his strata lot without the specific written permission of the council.
- 5.4 An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building. Painting of the wood, ironwork, concrete, or other part of the exterior of the building or strata lot is not permitted.
- 5.5 Once written approval is obtained from the strata council for an alteration to a strata lot such as flooring, the Building Manager(s) shall be contacted three working days in advance for viewing the proposed alteration before commencement. The Manager(s) also to confirm the type of product and materials used are the same as those approved by the strata council. Viewing by the Manager(s), the strata council, and/or the Management Company shall be at a mutually convenient time.
- 5.6 It is the responsibility of a strata lot owner to obtain all necessary approvals, inspections, and/or documentation, including City/Municipal permits, before proceeding with an alteration. All necessary City/Municipal permits to be obtained by an owner before proceeding with an alteration. It is also understood that the strata lot owner and subsequent owner(s) of the strata lot are responsible for the alteration.

#### **6. Obtain Approval Before Altering Common Property**

- 6.1 Any owner wishing to alter the exterior of their strata lot, common property or limited common property must obtain approval of the alteration by way of a  $\frac{3}{4}$  vote of the strata corporation at a general meeting and should the strata corporation authorize the alteration the owner will be required to enter into an indemnity agreement to take responsibility for any expenses relating to the alteration and that all successors in title to that strata lot shall be responsible in the same manner and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.
- 6.2 Notwithstanding subsection 6.1, balcony enclosures are strictly prohibited.

#### **7. Permit Entry to a Strata Lot**

- 7.1 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;
  - (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* or to ensure compliance with the *Strata Property Act*, the regulations, the bylaws and rules.
- 7.2 In the event of an emergency emanating from a strata lot, where the owner or occupant of which cannot be contacted, access may be gained by force for the protection and safety of other property or persons within the strata corporation.
- 7.3 The notice referred to in subsection 7.1(b) must include the date and approximate time of entry, and the reason for entry.
- 7.4 In the event that the strata corporation or its authorized agent(s) determines that an emergency exists and that damage may be caused to any strata lot or common property, a strata lot owner shall indemnify and save harmless the strata corporation from the expense of a contractor(s) attending the building and/or from any reasonable maintenance, repair or replacement to or in the strata lot, that would otherwise be the responsibility of the owner of that strata lot.

## **Division 2 – Powers 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) 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 in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
    - (i) The structure of a building;
    - (ii) The exterior of a building;
    - (iii) Chimneys, stairs, balconies and other things attached to the exterior of a building;
    - (iv) Skylights on the exterior of a building or that front on the common property;
    - (v) Fences, railings and similar structures that enclose patios, balconies and yard.
- 8.2 The repair and maintenance of doors and windows is the responsibility of each strata lot owner.

## **Division 3 – Council**

### **9. Council Size and Eligibility**

- 9.1 Subject to subsection 9.2, the council must have at least 3 and not more than 7 members.
- 9.2 A spouse of an owner may be on council. Only one person per strata lot is permitted to be on council.

For the purposes of this section, "spouse of an owner" includes an individual who has lived and cohabited with the owner for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

- 9.3 A replacement council member may be appointed from any person eligible to sit on the council.

#### **10. Council Members' Terms**

- 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.

#### **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.
- 11.3 No person may stand on 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*.

#### **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 The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- 12.3 If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the *Act*, the regulations and the bylaws respecting the calling and holding of meetings.

#### **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.

## **15. Quorum of Council**

- 15.1 A quorum of the council is:
  - (a) One, if the council consists of one member;
  - (b) Two, if the council consists of 2, 3 or 4 members;
  - (c) Three, if the council consists of 5 or 6 members; and
  - (d) Four, 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 No person other than a member of the council shall be entitled to attend a meeting of the council unless authorized by the council. In the course of a meeting of the council, any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.

## **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 2 weeks of the meeting, whether or not the minutes have been approved.

## **19. Delegation of Council's Powers and Duties**

- 19.1 Subject to subsections 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;
  - (b) Delegates the general authority to make expenditures in accordance with subsection 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 subsection 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.

- 20.3 The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a  $\frac{3}{4}$  vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.00.

## **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 Subsection 21.1 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**

### **22. Maximum Fine**

22.1 Unless otherwise provided for in the 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.

### **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.

## **Division 5 – Annual and Special General Meetings**

### **24. Quorum** (*Amended 09-Mar-2017 – CA5862453*)

- 24.1 Quorum:
- (a) If at the time appointed for a general meeting, a quorum of  $\frac{1}{3}$  of eligible owners in person or by proxy are not present, the meeting shall stand adjourned for a period of ten (10) minutes whereupon the adjourned meeting shall be reconvened at the same place at the persons present or by proxy and eligible to vote, shall constitute a quorum. (*Amended 09-Mar-2017 – CA5862453*)
  - (b) This bylaw is an alternative to section 48(2) 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 of the Act, terminated and does not adjourn that meeting. (*Amended 09-Mar-2017 – CA5862453*)

### **25. Person to Chair Meeting**

- 25.1 Annual and special general meetings must be chaired by the president of the council.
- 25.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 25.3 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.

### **26. Participation by Other than Eligible Voters**

- 26.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 26.2 Persons who are not eligible to vote, including tenants and occupants, may not participate in the discussion at the meeting.
- 26.3 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.

## **27. Voting**

- 27.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 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.
- 27.6 Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- 27.7 An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the owner is in arrears for any contributions or charges on their maintenance account.

## **28. Order of Business**

- 28.1 The order of business at annual and special general meetings is as follows:
  - (a) Certify proxies and corporate representatives and issue voting cards;
  - (b) Determine that there is a quorum;
  - (c) Elect a person to chair the meeting, if necessary;
  - (d) Present to the meeting proof of notice of meeting or waiver of notice;
  - (e) Approve the agenda;
  - (f) Approve minutes from the last annual or special general meeting;
  - (g) Deal with unfinished business;
  - (h) Receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
  - (i) Ratify any new rules made by the strata corporation under section 125 of the Act;
  - (j) Report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
  - (k) Approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
  - (l) Deal with new business, including any matters about which notice has been given under section 45 of the Act;
  - (m) Elect a council, if the meeting is an annual general meeting;
  - (n) Terminate the meeting.

## **Division 6 – Voluntary Dispute Resolution**

### **29. Voluntary Dispute Resolution**

- 29.1 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.
- 29.2 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.
- 29.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **Division 7 – Laundry Room**

#### **30. Laundry Room**

- 30.1 The laundry room is for the use of residents only and may be used only between the hours of 8:00 a.m. and 10:00 p.m. daily.
- 30.2 All residents using the laundry facilities will ensure that their laundry is removed promptly from the machines upon completion, and will turn out the lights upon leaving the room.
- 30.3 Any problems with the equipment in the laundry room shall be reported promptly to the resident caretaker or to the property manager.

### **Division 8 – Sauna**

#### **31. Sauna**

- 31.1 Hours of operation are determined by the council from time to time. Such hours of operation shall be posted on the sauna doors.
- 31.2 All guests must be accompanied by an adult resident.
- 31.3 No smoking, alcohol, food, drinks or glass objects are permitted in the sauna.
- 31.4 Anyone who has heart trouble should contact their physician before using the sauna.
- 31.5 No soap products, suntan oil or creams are permitted in sauna area.
- 31.6 No water is to be used on the sauna heaters.
- 31.7 All persons using these facilities do so at their own risk.
- 31.8 Violations of this bylaw may result in an owner being denied use of the sauna.

### **Division 9 – Moving In / Out**

#### **32. Moving In / Out**

- 32.1 A move in fee of two hundred dollars (\$200.00) shall be levied to the owner of a strata lot when a new resident moves into the strata lot. If the strata lot is a furnished unit the move-in fee will be One Hundred dollars (\$100.00) each time a new tenant moves into the strata lot. *(Amended: 09-Mar-2017 CA5862453)*
- 32.2 Moves shall be made having regard to the convenience of the resident manager between the hours of 9:00 a.m. and 8:00 p.m., inclusive, unless specific written permission from council is received otherwise.
- 32.3 The elevator must be pre-booked with the resident manager at least 48 hours in advance. The elevators are booked on a first come first served basis. At no time will two elevators be permitted to be used for moving or deliveries at the same time.
- 32.4 The elevator may be booked by owner(s) or their legally appointed representatives only. Owners may book the elevator on behalf of their tenants. Tenants cannot book the elevator themselves.
- 32.5 No elevator may be booked on behalf of a tenant unless and until a complete and accurate Form "K", Notice of Tenant's Responsibilities is received by the resident caretaker or property manager. 32.6 Hanging pads must be used in the elevator when moving.
- 32.7 No door at Century Tower is to be blocked open, including during a move, unless the door is directly supervised by a resident of the strata lot. This resident must not allow any person into Century Tower except for their own visitors or people who can prove they are residents of 789 Drake Street.

- 32.8 Owners shall reimburse the strata corporation for the cost of all repairs to common areas made necessary by damage caused during a move by a resident of the owner's strata lot, whether the resident is moving in or moving out.

### **Division 10 – Use of Strata Lot**

#### **33. Use of Strata Lot**

- 33.1 The commercial strata lots, shall not be used for any purpose listed below:
- (a) Dry-cleaning service;
  - (b) Cheque cashing service;
  - (c) Sale or rental of audio equipment;
  - (d) Sale or rental of musical instruments;
  - (e) Video arcade, pinball arcade or billiards hall;
  - (f) Sale or rental of used and/or second-hand goods;
  - (g) Sale or rental of audio recordings (tapes, records, CDs);
  - (h) Escort service;
  - (i) Sale or rental of sexually explicit or pornographic videos;
  - (j) Sale or rental of sexually explicit or pornographic products;
  - (k) Sale or rental of sexually explicit or pornographic publications;
  - (l) Rental of equipment;
  - (m) Assembly and/or manufacture of products;
  - (n) Repair or reconditioning of machines, engines or motors;
  - (o) Community hall, public gathering, assembly or drop in centers; and
  - (p) Any activity or business likely to produce noise, fumes or dust.
  - (q) No marijuana dispensary's or sales of marijuana/cannabis is allowed. (CA4250509 Registered Jan. 29, 2015)
- Council will not unreasonably withhold permission for a business subject to restrictions.
- 33.2 No commercial strata lot shall be open for business later than 12:00 midnight without the express written consent of the council.
- 33.3 No strata lot, except for the four commercial strata lots shall be used for a commercial purpose. Each strata lot, except for the commercial strata lots, shall be occupied as a single family residence only.
- 33.4 Owners shall not use or permit the use of a strata lot for any illegal or improper purpose or any purpose, which might adversely affect the reputation of the building.
- 33.5 No residential strata lots shall be occupied by more than the maximum number of residents listed below:
- (a) For bachelor suites, no more than 2 persons;
  - (b) For one bedroom suites, no more than 3 persons;
  - (c) For two bedroom suites, no more than 4 persons.

### **Division 11 – Pets**

#### **34. Pets**

- 34.1 No pets are permitted in any strata lot or in or on any common property or other areas of the strata corporation, except for:
- (a) A reasonable number of fish or other small aquarium animals;
  - (b) A reasonable number of small caged mammals; and
  - (c) Seeing-eye dogs or registered service animals.
- 34.2 No other pets are permitted. Owners will be ordered by the council to immediately remove any pet that is brought into the building that is not allowed. Owners who bring pets into the building that are not allowed by this bylaw will be fined and the council shall order the pet to be removed. Failure to comply with the council's order may result in the strata corporation seeking an order of a judge or arbitrator to have the pet removed.

- 34.3 Notwithstanding subsections 34.1 and 34.2, owners or other residents possessing other pets within their strata lot as of December 29, 1993, and who have duly registered the pets with the council by January 12, 1994 are permitted to have their pets reside in the building but the existing pets shall not be replaced by other pets under any circumstances. Registered dogs shall be kept on a leash at all times when on the common property, including but not limited to the hallways, lobby, elevators, stairways garage, and courtyard of the strata corporation. An owner is responsible for the immediate clean-up of any pet excrement that occurs on common property.
- 34.4 An owner of any pet, including a registered pet, which in the reasonable opinion of the council is a nuisance, whether on the strata lot or on the common property, may be ordered by the council to be removed permanently from the building. Any owner who fails to comply within 14 days of receiving written notice from the council to remove the pet may be fined in accordance with the general fine provisions of these bylaws and the strata corporation may seek the order of a judge or arbitrator to have the pet removed.
- 34.5 The feeding of birds, squirrels or rodents from any balcony or common area is not permitted.

### **Division 12 – Garbage Disposal**

#### **35. Garbage Disposal**

- 35.1 Ordinary household refuse and garbage shall be deposited only in the garbage chute and/or bin(s) provided for that purpose.
- 35.2 No garbage or debris shall be left on the floor of a garbage chute room.
- 35.3 Boxes and cartons must be broken down and placed in the bin. Oversized items must not be placed in the garbage chute
- 35.4 Any materials other than normal household refuse shall be removed from the strata lot and the strata corporation by the owner at his own expense.
- 35.5 Owners must not litter or place garbage anywhere on the common property except in the garbage containers.

### **Division 13 Parking**

#### **36. Parking**

- 36.1 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 own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
- 36.2 An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council.
- 36.3 An owner, tenant or occupant shall not:
- (a) Carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property;
  - (b) Park any vehicle in a manner which will reduce the width of the garage roadway or entrance or in a manner that will interfere with other parking spaces;
  - (c) Use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council;
  - (d) Alter or deface any parking areas;
  - (e) Park or store any vehicle or equipment that constitutes a fire hazard in the opinion of the council;
  - (f) Park on common property or limited common property unless current road insurance including liability insurance is displayed on the vehicle;
  - (g) Travel in excess of 8 km/h in the common road area; and
  - (h) Park their vehicle in the designated fire lanes or driveways of the complex.

- 36.4 Vehicles dripping excessive liquid, oil, gasoline or other fluids will be prohibited from parking within the complex until repaired. An owner, tenant or occupant must promptly clean up any oil or other substance that spills or leaks onto the common property, following written notification. Failure to clean up the stained area following seven (7) day's notice will result in the area cleaned up on the owner's behalf and the Cost billed to the owner's maintenance account.
- 36.5 Parking charges are due in advance on the first or before each month. The charge is set by the council. If payment is not received by the fifteenth of the month, entry fobs will be de-activated to restrict access to the area until such time as the parking charge is paid.
- 36.6 Motor vehicles which are illegally parked within the strata corporation will be removed at the owner's sole risk and expense.

#### **Division 14 – Resident Manager**

##### **37. On Site Caretaker** *(Amended March 9, 2020 CA8077808)*

- 37.1 The duties of the On-site Caretaker are restricted to the common property, as directed by the council. In emergency situations regarding a strata lot the On-site Caretaker will assist if possible.
- 37.2 All non-emergency communication with the On-site Caretaker shall be in writing and e-mailed to the office in the lobby.
- 37.3 Owners and tenants are required to make their own arrangements for receiving personal deliveries. The On-Site Caretaker is not responsible for taking receiving deliveries or allowing delivery personnel into strata lots.
- 37.4 Any criticism about the manner in which the On-site Caretaker or Cleaning Staff performs his/her duties shall be directed to the property manager in writing, and not to the On-site Caretaker.

#### **Division 15 – Miscellaneous Matters**

##### **38. Small Claims Action**

- 38.1 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 vote.

##### **39. Use of Patios and Balconies**

- 39.1 An owner, tenant or occupant of a strata lot may place planters or patio furniture and other similar summer items within any part of the limited common property designated on the strata plan exclusively for the use of such owner but such planters, items or furniture must be in keeping with the balance of the development in terms of design, quality, proportion and colour. All planters, items or furniture 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 are placed. No articles of a hanging nature shall be screwed or nailed into the building.

##### **40. Garbage Disposal**

- 40.1 An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be placed in plastic bags and tied before so depositing. The owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense. This includes but is not limited to mattresses, tires, batteries, etc.

- 40.2 Garbage is not to be accumulated in garbage cans on balconies or patios or left on common property.
- 40.3 All boxes should be crushed before being placed in the bins. All recycling material is to be washed and/or rinsed out prior to being deposited in the recycling bins.

#### **41. Security Procedures**

- 41.1 No owner shall let another person, including tradesmen or delivery people, into the building when entering themselves, unless that person is known to them.
- 41.2 No owner, tenant or occupant is permitted in any part of the common areas of the strata corporation which are restricted such as the roof, boiler room, electrical rooms, mechanical rooms, and locked rooms other than their own, except as allowed by the council or the property manager.
- 41.3 Owners are requested to report any suspicious activity within the complex to the resident caretaker or the property manager in writing. Suspected illegal activities should be reported directly to the police.
- 41.4 There shall be no solicitation anywhere in or about the property for any cause, charity, or for any purpose whatsoever, except as required by the *Elections Act* (Canada) and other legislation.
- 41.5 No owner may electronically open the front door with the enterphone system for any person they do not know personally or for who they do not have specific business with.
- 41.6 No owner shall permit access to the building to any particular person, after notice to that effect has been given by the strata corporation.

#### **42. Owner's Responsibility for Deductible and Loss or Damage to Common Property**

*(Amended March 9, 2020 CA8077808)*

- (1) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.
- (2) For clarity and without limiting the meaning of the word "responsible", an owner is deemed to be responsible, under bylaw 42, in any of the following circumstances:
- (a) the owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word "responsible" has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;
- (b) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees);
- (c) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner's strata lot or limited common property designated for the exclusive use of such owner's strata lot, including, but not limited to, anything arising from any of the following:
- (i) dishwasher;

- (ii) refrigerator with ice/water dispensing capabilities;
- (iii) garburator;
- (iv) washing machine;
- (v) toilets, toilet seal, sinks, bathtubs, shower tiles;
- (vi) dedicated plumbing related pipes and fixtures, that solely service a strata lot;
- (vii) exhaust fans and humidifiers/dehumidifiers;
- (viii) anything introduced into the strata lot by a resident or visitor;
- (ix) 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;
- (x) any pets residing in or visiting at the owner's strata lot;
- (xi) any person residing in or visiting at the owner's strata lot; and
- (xii) barbecues or smokers.

For the purposes of these bylaws, an expense not covered by the strata insurance proceeds received by the strata corporation includes:

- (a) the costs of investigating the cause of any loss or damage, where the owner is responsible;
  - (b) the costs of repairing the cause of any loss or damage, where the owner is responsible;
  - (c) legal costs, on a full indemnity basis, incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner,
  - (d) any insurance deductible paid or payable by the strata corporation,
- and the expense not covered by the strata insurance proceeds will be charged to the owner.

#### **43. Rentals**

- 43.1 No Owner, occupant, or tenant will rent or lease a residential strata lot for a term which is less than six (6) consecutive months. *(Amended: 09-Mar-2017 CA5862453)*
- 43.2 No Owner, occupant or tenant will permit a residential strata lot to be subleased. *(Amended: 09-Mar-2017 CA5862453)*
- 43.3 Prior to possession of a residential strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules, a Form K Notice of Tenant's Responsibilities in the form required by the Strata Property Act. *(Amended: 09-Mar-2017 CA5862453)*
- 43.4 Within two weeks of renting or leasing a residential strata lot, an owner must give the strata corporation a copy of the Form K Notice of Tenant's Responsibilities duly signed by the tenant. *(Amended: 09-Mar-2017 CA5862453)*

#### **44. Severability**

- 44.1 Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each

paragraph, subparagraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

**45. Short Term Licenses and Vacation Use** *(Amended: 09-Mar-2017 CA5862453)*

45.1 In this Bylaw 45, the following terms have the following meanings:

- (a) "House Sitter" means a Known Individual who:
  - (i) occupies a strata lot for the purpose of supervising the strata lot while the owner is absent from a strata lot; and
  - (ii) does not pay and fees, charges, rent, licenses fees or other consideration to the Owner.
- (b) "House Exchange Occupant" means a person who occupies a strata lot pursuant to a House Exchange;
- (c) "House Exchange" means an arrangement between an owner and a House Exchange Occupant, whereby:
  - (i) the House Exchange Occupant occupies the owner's strata lot for a period no greater than 90 days and no less than 30 days; and
  - (ii) the House Exchange Occupant does not pay any fees, charges, rent, or license fees to the owner, and the only consideration given is that the House Exchange Occupant's home at the same time that the House Exchange Occupant is occupying the strata lot.
- (d) "Known Individual" means a person who is personally known to an owner and who is:
  - (i) the Spouse of an Owner; or
  - (ii) a parent or child of an Owner; or
  - (iii) A parent or child of a Spouse of an Owner; or
  - (iv) A grandparent, grandchild, parent, child, aunt, uncle, niece, nephew, brother, sister, cousin of an owner; or
  - (v) a friend of an owner
- (e) "Spouse" of an owner means a person who:
  - (i) is married to an owner, or
  - (ii) is living a cohabiting with an owner in a marriage – like relationship, including a marriage-like relationship between persons of the same gender, and has lived and cohabited in that relationship for a period of at least 2 years.

45.2 An owner, tenant or occupant shall not grant a license to any person or use or permit the use of his strata lot under any of the following arrangements:

- (a) as a motel, hotel, inn, hostel, or bed and breakfast or other similar accommodations;
- (b) through any website designed for booking short term accommodations. Including but not limited to [www. Airbnb.com](http://www.Airbnb.com). [www.vrbo.com](http://www.vrbo.com) and other similar websites; or
- (c) at a nightly or weekly rate.

45.3 The restriction in Bylaw 45 will not apply to a Known Individual who occupies a strata lot as a temporary or occasional guest of an owner provided that:

- (a) the owner is also occupying the strata lot at all times while the Known Individual is occupying the strata lot;
- (b) the Known Individual does not pay any fees, charges, rent, license fees or other consideration to the owner;
- (c) the owner will promptly upon request for the Strata Council provide the following information to the strata council:
  - (i) the full legal name of the Known Individual;
  - (ii) contact information for the Known Individual, including a telephone number and email address;

(iii) the number of days and nights during which the Known Individual will be occupying the strata lot;

(iv) the nature of the relationship between the Known Individual and the owner, for example whether the Known Individual is a family member or friend; and

(v) the period of time during which the owner and the Known Individual have personally known each other; and

(d) The Known Individual promptly upon request from the strata council provides to the strata council the information referred to in Bylaw 45

45.4 Notwithstanding Bylaw 45, owner may permit a House Sitter to occupy a strata lot provided that:

(a) the owner gives written notice to the strata council in form required by the strata council no less than 48 hours prior to the time at which the House Sitter first occupies the strata lot, such notice to include the following:

(i) the date on which the House Sitter will first occupy the strata lot and the date on which the House Sitter will vacate the strata lot;

(ii) the full legal name of House Sitter and the relationship of the House Sitter to the owner, for example whether the House Sitter is a family member or friend;

(iii) the period of time during which the owner and House Sitter have personally known each other, and;

(iv) Contact information for the House Sitter, including a telephone number and email address;

(v) any further documentation or information by the strata council.

(b) no owner will permit a House Exchange Occupant to occupy a strata lot for greater than 90 consecutive days or 90 days in any calendar year

(c) the owner will deliver copies of the strata corporation's bylaws and rules to the House Exchange Occupant prior to the date of the commencement of the House Exchange.