



# Welcome To Your New Home At Montclair Strata Plan LMS 1606

An information booklet prepared by  
your strata management company

**Associa British Columbia, Inc.**  
13468 77<sup>th</sup> Avenue, Surrey, BC V3W 6Y3



# RULES

## THE MONTCLAIRE – LMS 1606

The following Rules apply to all Owners, occupants, tenants and their guests:

### **RULE 1: FITNESS ROOM**

1. Daily Hours of Operation: 5:00 AM – 11:00 PM
2. Age restriction: users of the Fitness Room Equipment must be at least 16 years old, unless supervised by an adult. No children under the age of 12 are permitted to use the facilities.
3. Guest Use: guests of owners and occupants may use the Fitness Room when accompanied by the owner or occupant.
4. Hygiene: please wipe down the equipment after use.
5. No pets are permitted in the fitness room.
6. No food or alcoholic beverages are permitted in the fitness room.
7. Personal fitness equipment is not to be left unattended in the fitness room. Please take back to your suite when leaving.
8. Users of the equipment are responsible to learn proper use of the equipment before using it. Report any equipment failure to the Caretaker immediately.
9. Use at you own risk, Strata Corporation is not responsible for injuries.
10. Close doors and secure windows before leaving.  
*(Rule passed at the Council Meeting held on July 28, 2015 & ratified at AGM March 29, 2016)*

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*\*(1) The strata corporation may make rules governing the use, safety and conditions of the common property and common assets"*

*\*\* (6) A rule ceases to have effect at the first annual general meeting held after it is made, unless the rule is ratified by a resolution passed by a majority vote.*

*\*\*\* (7) Once a rule has been ratified under section (6), it is effective until it is repealed, replaced or altered, without the need for further ratification.*

# **THE MONTCLAIRE**

## **STRATA PLAN - LMS 1606**

### **BYLAWS**

Registered: March 28, 2002  
Amended: March 20, 2007  
Amended: January 25, 2008  
Amended: May 19, 2009  
Amended: March 31, 2015  
Amended: March 29, 2016

Registration #: BT 103344  
Registration #: BB375090  
Registration #: BB0627937  
Registration #: BB0775296  
Registration #: CA4355572  
Registration #: CA5157484

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## DIVISION 1 - DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

### 1. Late Payment of Strata Fees

- a. An Owner must pay Strata Fees on or before the first day of the month to which the Strata Fees relate.
- b. If an Owner is late in paying his or her Strata Fees, the Owner must pay to the Strata Corporation interest on the late payment in the amount of 10% per annum, compounded annually and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

### 2. Repair and Maintenance of Property by Owners

- a. 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.
- b. 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.
- ~~c. The Owner of a strata lot must repair and maintain all of the following:~~
  - ~~i. doors, windows and skylights, except the casings, frames and sills of the doors, windows and skylights on the exterior of a building or that front on the common property;~~

*(Repealed at AGM 2016-03-29)*

### 3. Use of Property

- a. An Owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
  - i. causes a nuisance or hazard to another person,
  - ii. causes unreasonable noise,
  - iii. unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - iv. is illegal, or
  - v. 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.
- b. 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.
- c. An Owner, tenant or occupant must not:
  - i. 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;
  - ii. 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 Owners, tenant or occupant;
  - iii. 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 Owners, tenant or

- occupant;
  - iv. obstruct or use the hallways, 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;
  - v. install or use any window coverings, drapes, shades or awnings of other than a white, off-white or other neutral shade, window guards, ventilators, supplementary heating or air conditioning devices in or about his strata lot, except such as shall have been first approved in writing by the Strata Council which approval shall not be unreasonably withheld or delayed;;
  - vi. hang or permit to be hung any laundry and the like on common property, limited common property or in or about his strata lot in any manner which would permit the same to be visible from the ground level or from other strata lots.
  - vii. install any walls, fences, enclosures, awnings, smoke stacks, satellite dishes, radio or television antenna, or landscaping or make any changes thereto on any deck, terrace, patio, balcony, except with the prior written approval of the Strata Council, which approval shall not be unreasonably withheld or delayed.
  - viii. display signs, billboards, advertising matter or other notices or displays of any kind on common property, limited common property or any other property which the Strata Corporation or strata lot Owner has the right to use, including, without limitation, the parking stall(s) assigned for the use of the strata lot Owner, or in or about his strata lot, except in places provided by the Strata Council and in such forms as approved by it.
  - ix. install any lock or locking device on any door or entry into any strata lot until prior written notice is given to the Strata Council together with an duplicate means of entry failing which, in case of emergency, the strata lot may be subject to forced entry by the Strata Council or the Property Managers with any costs to be at the expense of the strata lot Owner.
  - x. cook or prepare any food on any deck, patio or balcony or on the common property except in accordance with Rules, if any, established by the Strata Council from time to time.
  - xi. store or keep hazardous materials in or about the strata lot, storage locker, underground parking area or common property.
  - xii. on any floor except the first floor, install hard surface flooring with underlay material with less than a minimum acoustical rating of 72 FIIC (Flooring Impact Insulation Class) under areas of the hard surface flooring.
    - (i) Owners are required to provide proof of the quality of both the hard surface flooring and underlay material installed.
- d. An Owner, tenant, occupant may rent the Amenity Room at a user fee to be determined by the Strata Council and set out in the Rules for the Strata Corporation.
- e. When the purpose for which a strata lot is intended to be used is shown expressly or by necessary implication on or by the registered Strata Plan, an Owner must not use his or her strata lot for any other purpose, or permit it to be so used.

#### 4. Pets

- a. An Owner, tenant or occupant shall be entitled to keep one, but not more than one, domestic pet in a strata lot. An Owner, tenant or 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 of pets. The height at the shoulder of any pet will not exceed fourteen (14) inches (36 cm) when fully grown. Any pets over one must be approved by the Strata Council.
- b. An Owner, tenant or occupant who 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 the pet are required to be licensed).
- c. An Owner of a dog or outdoor cat shall attach a collar to the pet with a tag identifying the Owner.
  - d. An Owner, Tenant or occupant must keep a pet on a leash while on common property. The leash shall not be longer than six (6) feet.
  - e. An Owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet do 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.
  - f. 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.
  - g. No Owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other Owner, tenant or occupant with uncontrolled barking or howling.
  - h. The Strata Council may, from time to time on behalf of the Strata Corporation, enact such rules with respect to the keeping of pets as the Strata Council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these Bylaws and any such Rule, the provisions of these Bylaws will prevail.
  - i. If any Owner, tenant or occupant violates any provision of these Bylaws on a continuing basis without correction, or if the Strata Council on reasonable grounds considers a pet to be a nuisance the Strata Council may, by written notice to such Owner, tenant or occupant cause such Owner, tenant or occupant to have the pet removed from the strata lot within thirty days of receiving such notice.

## **5. Inform Strata Corporation**

- a. 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.
- b. On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.

## **6. Altering Exterior Appearance**

- a. 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:
  - i. the structure of a building;
  - ii. the exterior of a building;
  - iii. chimneys, stairs, patios or other things attached to the exterior of a building; doors, windows or skylights (including the casings, the frames and 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);
  - iv. fences, railings or similar structures that enclose a patio or yard;
  - v. common property located within the boundaries of a strata lot;
  - vi. those parts of the strata lot which the Strata Corporation must insure under section 149 of



the Strata Property Act.

- b. The Strata Corporation must not unreasonably withhold its approval under subsection (a), but may require as a condition of its approval that the Owners agree, in writing, to take responsibility for any expenses relating to the alteration.
- c. 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.

## **7. Insurance**

- a. 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.
- b. The Strata Corporation may require as a condition of its approval that the Owners agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the Strata Corporation, evidence of appropriate insurance coverage relating to the alteration.
- c. In the event that loss or damage occurs to a strata lot, common property, limited common property or common facilities that gives rise to a valid claim under the Strata Corporation's insurance policy, the Owner of the strata lot from where the damage originated is responsible for the deductible portion of the Strata Corporation's policy relative to the loss or damage.
- d. Owners are responsible for providing adequate insurance for the use of outdoor barbecues. Owners will be held responsible for all claims resulting from the use of a barbecue.

## **8. Inspection of Strata Lots for Bylaw Compliance**

- a. An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot:
  - i. in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - ii. at a reasonable time, on 48 hours' written notice,
    - (1) 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
    - (2) to ensure compliance with the Act and these Bylaws.
- b. The notice referred to in subsection (a)(ii) must include the date and approximate time of entry and the reason for entry.

## **DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION**

### **9. Repair and Maintenance**

- a. The Strata Corporation must repair and maintain all of the following:

- i. common **assets** of the Strata Corporation;
- ii. common property that has not been designated **as** limited common property;
- iii. limited common property, but the duty to repair and maintain it is restricted to:
- iv. repair and maintenance that in the ordinary course of events occurs less often than **once a** year, and
- v. the following, no matter how often the repair or maintenance ordinarily occurs:
  - (1) the structure of a building;
  - (2) the exterior of a building;
  - (3) chimneys, stairs, balconies and other things attached to the exterior of a building;
  - (4) the casings, the frames and the sills of the doors, windows and skylights on the exterior of a building or that front on the common property;
  - (5) fences, railings and similar structures that enclose patios, balconies and yards;
  - (6) strata lot in a Strata Plan that is not bare land Strata Plan, but the duty to repair and maintain it is restricted to
    - (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) the casings, the frames and the sill of the doors, windows and skylights on the exterior of a building or that front on the common property, and
    - (e) fences, railings and similar structures that enclose patios, balconies and yards.

## **DIVISION 3 - COUNCIL**

### **10. Council Size**

- a. The Council must have at least 3 and not more than 7 members.

### **11. Council Members' Terms**

- a. The term of office of a Council member ends at the end of the Annual General Meeting at which the new Council is elected.
- b. A person whose term as Council member is ending is eligible for re-election.

### **12. Removing Council Member**

- a. 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.
- b. 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.
- c. 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.
- d. A member of Council is deemed to have resigned after missing three (3) consecutive Council Meetings, without the approval of the Strata Council.

### **13. Replacing Council Member**

- a. If a Council member resigns or is unwilling or unable to act for a period of 3 or more months, the remaining members of the Council may appoint a replacement Council member for the remainder

of the term.

- b. A replacement Council member may be appointed from any person eligible to sit on the Council.
- c. 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.
- d. If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a Special General Meeting to elect a new Council by complying with the provisions of the Act, the Regulations and the Bylaws respecting the calling and holding of meetings.

#### **14. Officers**

- a. 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.
- b. A person may hold more than one office at a time, other than the offices of President and Vice-President.
- c. The Vice-President has the powers and duties of the President
  - i. while the President is absent or is unwilling or unable to act, or
  - ii. for the remainder of the President's term if the President ceases to hold office.
- d. If an officer other than the President is unwilling or unable to act for period of 2 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

#### **15. Calling Council Meetings**

- a. 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.
- b. The notice does not have to be in writing.
- c. A Council Meeting may be held on less than one week's notice if
  - i. all Council members consent in advance of the meeting, or
  - ii. the meeting is required to deal with an emergency situation and all Council members either
    - (1) consent in advance of the meeting, or
    - (2) are unavailable to provide consent after reasonable attempts to contact them.

## **16. Requisition of Council Hearing**

- a. By application in writing, stating the reason for the request, an Owner or tenant may request a hearing at a Council Meeting.
- b. If a hearing is requested under subsection (a), the Council must hold a meeting to hear the applicant within one month of the request.
- c. 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.

## **17. Quorum of Council**

- a. A quorum of the Council is
  - i. 2, if the Council consists of 3 or 4 members,
  - ii. 3, if the Council consists of 5 or 6 members, and
  - iii. 4, if the Council consists of 7 members.
- b. Council members must be present in person at the Council Meeting to be counted in establishing quorum.

## **18. Council Meetings**

- a. 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.
- b. If a Council Meeting is held by electronic means, Council members are deemed to be present in person.
- c. No person other than a member of the Council shall be entitled to attend a meeting of the Council unless authorized by a resolution of the Council. In the course of a meeting of Council, any person or persons (other than members of the Council) may be excluded from such meeting by a resolution of the Council).
- d. Despite subsection (c), no observers may attend those portions of Council Meetings that deal with any of the following:
  - i. Bylaw contravention hearings under section 135 of the Act;
  - ii. Rental Restriction Bylaw exemption hearings under section 144 of the Act;
  - iii. any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

## **19. Voting at Council Meetings**

- a. At Council Meetings, decisions must be made by a majority of Council members present in person at the meeting.
- b. If there is a tie vote at a Council Meeting, the President may break the tie by casting a second, deciding vote.
- c. The results of all votes at a Council Meeting must be recorded in the Council Meeting Minutes.

## 20. Council to Inform Owners of Minutes

- a. 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.

## 21. Delegation of Council's Powers and Duties

- a. Subject to subsections (b) and (d), 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.
- b. The Council may delegate its spending powers or duties, but only by a Resolution that
  - i. delegates the authority to make an expenditure of a specific amount for a specific purpose,
  - or
  - ii. delegates the general authority to make expenditures in accordance with subsection (c).
- c. A delegation of a general authority to make expenditures must
  - i. set a maximum amount that may be spent, and
  - ii. indicate the purposes for which, or the conditions under which, the money may be spent.
- d. The Council may not delegate its powers to determine, based on the facts of a particular case,
  - i. whether a person has contravened a Bylaw or Rule,
  - ii. whether a person should be fined, and the amount of the fine, or
  - iii. whether a person should be denied access to a recreational facility.

## 22. Spending Restrictions

- a. 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.
- b. Despite subsection (a), 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.
- c. Subject to subsection (d) 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 expenditures out of the operating fund if the expenditure, together with all other expenditures, whether of the same type or not, that were made pursuant to this subsection (c) in the same fiscal year, is less than:
  - i. \$2000.00; or
  - ii. 5 % of the total contribution to the operating fund for the current year;

whichever is less.
- d. If the Strata Corporation makes an expenditure under subsection (c) above, the Strata Corporation must inform the Owners as soon as feasible about the expenditure of more than \$500.00 on any single item.
- e. Notwithstanding subsection (c) 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.

### **23. Limitation on Liability of Council Member**

- a. 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.
- b. Subsection (a) does not affect a Council member's liability, as an Owner, for a judgement against the Strata Corporation.

## **DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES**

### **24. Penalties**

- a. The Strata Corporation may fine an Owner or tenant a maximum of
  - i. \$200 for each contravention of a Bylaw, and
  - ii. \$50 for each contravention of a Rule.
- b. Each Owner and tenant is responsible for payment, without invoice, 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 Owners or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the Owners 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 \$25.00 and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the Owners or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the Owners or tenant.
- c. 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 Owners 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.
- d. Should any portion of these Bylaws be deemed unenforceable by a court of competent jurisdiction, then for the purpose of interpretation and enforcement of the Bylaw, each Bylaw and subparagraph shall be deemed a separate provision and severable, and the balance of the provisions contained therein shall remain in full force and effect.

## 25. Continuing Contravention

- a. 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

### 26. Quorum

- a. Notwithstanding section 48(3) of the Strata Property Act, if within 10 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the eligible voters present in person or by proxy shall constitute a quorum.

*(Repealed and replaced at AGM 2016-03-29)*

### 27. Person to Chair Meeting

- a. Annual and Special General Meetings must be Chaired by the President of the Council.
- b. If the President of the Council is unwilling or unable to act, the meeting must be chaired by the Vice-President of the Council.
- c. 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.

### 28. Participation by Other than Eligible Voters

- a. Tenants and occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote.
- b. Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the Chair of the meeting.
- c. Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a Resolution passed by a majority vote at the meeting.

### 29. Voting

- a. At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

- f. 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.
- g. An Owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot.

### **30. Order of Business**

- a. The order of business at Annual and Special General Meeting is as follows:
  - i. certify proxies and corporate representatives and issue voting cards;
  - ii. determine that there is a quorum.
  - iii. elect a person to Chair the meeting, if necessary;
  - iv. present to the meeting proof of notice of meeting or waiver of notice;
  - v. approve the agenda;
  - vi. approve Minutes from the last Annual or Special General Meeting;
  - vii. deal with unfinished business;
  - viii. 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;
  - ix. ratify any new Rules made by the Strata Corporation under section 125 of the Act;
  - x. report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting.
  - xi. approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;
  - xii. elect a Council, if the meeting is an Annual General Meeting;
  - xiii. deal with new business, including any matters about which notice has been given under section 45 of the Act;
  - xiv. terminate the meeting.

## **DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION**

### **31. Voluntary Dispute Resolution**

- a. 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
  - i. all the parties to the dispute consent, and
  - ii. the dispute involves the Act, the Regulations, the Bylaws or the Rules.
- b. A Dispute Resolution Committee consists of
  - i. one Owners or tenant of the Strata Corporation nominated by each of the disputing parties and one Owners or tenant chosen to Chair the Committee by the persons nominated by the disputing parties, or
  - ii. any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- c. The Dispute Resolution Committee must attempt to help the disputing parties to voluntarily end the dispute.



## DIVISION 7 – MISCELLANEOUS BYLAWS

### 32. Small Claims Actions

- a. 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.

### 33. Electronic Attendance at Meetings

- a. 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
- b. Communicate with each other during the meeting.

### 34. Use of Patios and Balconies

- a. An Owner, tenant or occupant of a strata lot which does not have enclosed balconies shall not 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 Owners 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 Owners, tenant or occupant entitled to the use of the limited common property on which they are placed.
- b. An Owner shall not use their balcony or patio for storage or for hanging laundry or other items not specifically permitted by Council. Only patio furniture, reasonable household items, flowers and shrubs may be located on balconies or patios.
- c. An Owner, Tenant, occupant must not place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes barbecues, summer furniture and accessories nor install any hanging plants or baskets or other hanging items within three feet of a balcony railing line;
- d. Permit the accumulation on any deck, terrace, patio, balcony, adjoining his strata lot of any ice, snow, leaves or debris or permit anything to happen which would develop any drainage problem for or cause damage to any other Owner or the common property.

### 35. (A) Storage, Bicycles and Parking

- e. Any Owners, 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.
- f. 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.
- g. An Owner, tenant or occupant shall not:
  - i. use any parking space on the common property or on any limited common property, except the parking space which has been specifically assigned to his 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;
  - ii. 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, except in the case of emergency;
  - iii. park any vehicle on any roadway on the common property or on any limited common property; and
  - iv. use any part of the common property for storage, without the written consent of the Council.
  - v. lease his or her parking space to person(s) other than a Resident of the Strata Corporation.
- h. An Owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance, which spills or leaks onto the common property.
  - i. Bicycles must be stored in the two secure bicycle storage areas.
  - j. Bicycles are not permitted in elevators, hallways and any other common areas. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the strata lot or the two secure bicycle storage rooms in the underground parking area.
  - k. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.
  - l. Bring onto or store anything in a strata lot or the common property or any other property which the Strata Corporation or strata lot Owners has the right to use, including, without limitation, the parking stall(s) assigned for the use of the strata lot Owner, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.
  - m. Permit any activity on the strata lot, common property or on any property which the Strata Corporation or the strata lot Owner has a right to use, including without limitation, the parking stall assigned for the use of the strata lot Owner, that is contrary to any statute, ordinance, Bylaw, or Rule or Regulation of any government authority whether federal, provincial, municipal, Strata Corporation or otherwise.

### **35. (B) Visitor Parking** *(Amended March 20, 2007)*

- a. An Owner's vehicle parked in visitor parking on week days between 6:00 p.m. – 7:00 a.m. the next day, and at all times on weekends and Statutory Holidays, is subject to towing without further notice.
- b. All vehicles belonging to visitors MUST display a valid "visitor parking pass".

### **36. Selling of Strata Lots**

- a. An Owner of a strata lot, when selling his strata lot, will not permit Realtor "For Sale" signs to be placed on or about the common property or "For Sale" signs to be placed in the window of the strata lot.
- b. An Owner of a strata lot, who wishes to sell their strata lot without the assistance of a Realtor may put their unit number and telephone number on the "For Sale by Owner" sign at the front entrance to the complex.
- c. An Owner of a strata lot, when selling a strata lot, will not hold or permit to be held, any public open

house except in the manner prescribed by the Council. One open house for agents will be allowed per listing. Unless the Council otherwise prescribes, all showings must be by appointment only.

- d. "For Sale" signs shall be limited to the posts provided by the Strata Council. Dimensions of the signs are to be restricted to a maximum of 10" X 24".

### **37. Acquisition or Disposition of Personal Property**

- a. 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.

### **38. LEASING OF STRATA LOTS**

- a. The number of strata lots that may be leased within the Strata Plan by the Owners shall be all the strata lots, that is, the number of strata lots that may be leased shall not be limited in any way whatsoever, if necessary, this Bylaw shall be deemed to be a Bylaw under the Strata Property Act. An Owner who wishes to lease his strata lot may enforce this provision of the Bylaws if for any reason it is found necessary by Court proceeding.
- b. No Owner who wishes to lease his strata lot need seek approval from the Strata Council, however, the Owner shall forthwith comply with Section 146 of the Strata Property Act or any successor provision and shall be bound by all the provisions of the said Act with respect to that lease.
- c. This section 38(a) shall not be altered, amended or repealed unless the alteration, amendment or repealing is approved by a unanimous resolution (as that term is defined in the Strata Property Act.)

### **39. Security**

- a. Only registered Owners and residents are permitted to hold keys or remotes for exterior doors.
- b. No Owner, tenant or visitor shall leave open, or unlocked any outside entrance or fire escape for the purpose of moving into or out of a strata lot or otherwise, unless they are in constant supervision of the entrance.
- c. No Owner, tenant or guest shall let another person, including tradesmen or deliverymen, into the building when entering or leaving, unless that person is known to them.
- d. If you are called on your Enterphone, verify who is on the Enterphone, before admitting.
- e. No Owner, tenant, occupant or visitor is permitted in any part of the restricted common areas of the Strata Corporation, such as the roof, electrical rooms, mechanical rooms and locked rooms other than their own; except with express permission of the Strata Council.
- f. Solicitation is not permitted anywhere in or about the property for any cause, except as required by the Election Act (Canada) and similar provincial registration.
- g. Garage/door openers are not to be left in vehicles. Those who do so will be responsible for the cost associated with changing the security code in the event of a theft of a door opener.
- h. Owners, tenants, occupants must stop to wait for the gate to the underground parking to close

prior to continuing when leaving or entering the underground parking area.

- i. An Owner, tenant or occupant must not give entrance codes or other means of access to common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these Bylaws.
- j. Closed circuit television and video surveillance are installed in the following common areas of the building: Parkade Gates, Outside Front Lobby above the intercom, Inside Front Lobby, Inside Lobby side, Outside Garbage Room looking at the Visitor Parking and Inside Garbage Room within the building. *(Adopted at 2015-03-31-AGM)*
- k. The system operates 24 hours a day and the Strata Corporation collects data from the closed circuit television and video surveillance. *(Adopted at 2015-03-31-AGM)*
- l. The Strata Corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan. *(Adopted at 2015-03-31-AGM)*
- m. The video files and/or security fob usage records will be used only for the purposes of law enforcement and/or for the enforcement of those Strata Corporation bylaws and rules which relate to the safety and security of the building and its occupants. *(Adopted at 2015-03-31-AGM)*
- n. The video files are stored for a period of up to one month from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes. *(Adopted at 2015-03-31-AGM)*
- o. The security fob usage records are stored for a period of up to 30 days from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes. *(Adopted at 2015-03-31-AGM)*
- p. The personal information of owners, tenants, or occupants will only be reviewed or disclosed as follows:
  - (a) law enforcement in accordance with Bylaw 3 herein;
  - (b) the caretakers of the Strata Corporation and Council members in accordance with Bylaw 3 iv herein; or
  - (c) in the event of an incident in which they are involved or affected, an owner, tenant or occupant may request a copy of the applicable video file or security fob usage records. *(Adopted at 2015-03-31-AGM)*
- q. In installing and/or maintaining the systems described herein, the Strata Corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems. *(Adopted at 2015-03-31-AGM)*

**40. In / Move Out** *(Amended March 20, 2007)*

- a. The Owner of each strata lot shall be assessed a non-refundable \$100 move-in charge at the commencement of the occupancy by the Owner or each new occupancy by a tenant.
- b. All Owners/tenants moving in or out of The Montclair must advise the Resident Manager in writing at least seven days in advance of the move; and
- c. Owners/tenants moving in or out of the building may only do so between the hours of 9:00 a.m. – 9:00 p.m.

**41. General**

- a. An Owner, tenant or occupant shall remove ordinary household refuse and garbage from his or her Strata lot and deposit it in the container provided by the Strata Corporation for that purpose; all garbage shall be bagged and tied before so deposited and the Owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.
- b. An Owner shall not smoke, or allow guests to smoke in the interior common areas and the elevator.
- c. Christmas lights shall be permitted between December 1<sup>st</sup>. and January 31<sup>st</sup> only and shall not be attached to the siding or in a manner so as to damage the building's structure or exterior.
- d. All cardboard must be disposed of in the cardboard recycling container
- e. All garbage shall be drained and well wrapped and only disposed of in the garbage disposal bin. Large objects must be broken down.
- f. No signs, billboards, advertising or notices of any kind shall be erected or displayed on common property or strata lot, if visible from common property, without prior written approval of the Strata Council.

