

Montage – BCS 1342
Compiled Bylaws

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REGISTERED BYLAWS

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

1. Payment of strata fees and special levies

1. An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
2. Where an owner fails to pay strata fees in accordance with bylaw 1.1, outstanding strata fees will be subject to a fine of \$50.00 (which will be assessed after the 15th. of the month) for each contravention of bylaw 1.1.
3. An owner must provide the Strata Corporation or its agent with twelve (12) consecutive monthly post-dated cheques for Strata fees for the fiscal year of the Strata Corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from owner's financial institution.
4. Failure by owner to submit twelve (12) monthly, post-dated Strata fee cheques or written authorization for automatic debit in accordance with bylaw 1.3 is a contravention of bylaw 1.3 and the Strata Corporation will levy a fine of \$50.00 for each contravention. Each dishonored cheque or dishonored automatic debit will be subject to a fine of \$25.00 and an administration charge of \$36.75.
5. A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
6. Failure to pay a special levy on the due date will result in a fine of \$50.00 for each contravention of bylaw 1.5 per month until the special levy is paid in full.
7. Where an owner fails to pay the strata fees or special levies in accordance with bylaws 1.1 and 1.5, outstanding strata fees or special levies will, in addition to any fines that may be levied, be subject to an interest charge of 10% per annum, compounded annually.

2. Repair and maintenance of property by owner

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

3. Use of property

1. An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - a) causes a nuisance or hazard to another person,
 - b) causes unreasonable noise,
 - c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,

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- d) is illegal, or
 - e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
 - f) is commercial in nature
2. An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
 3. An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - a) a reasonable number of fish or other small aquarium animals;
 - b) a reasonable number of small caged mammals;
 - c) up to 2 caged birds;
 - d) one dog or one cat.
 4. A resident or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
 5. Despite bylaw 3.3, a resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family, no large caged mammals are permitted on property.
 6. A resident must apply to the council for written permission to keep a pet (a "Permitted Pet") by registering the pet with the council within 30 days of the pet residing on a strata lot and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.
 7. A resident or visitor must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time within on the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner.
 8. A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
 9. If a resident contravenes bylaw 3.8, the owner of the strata lot will be subject to a fine of \$50.00.
 10. A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner. The pet Owner will be responsible for any damages caused by the Owner's Pet to the common property, limited common property or land that is a common asset.
 11. A pet owner must keep a Permitted Pet only in a strata lot, except for ingress and egress.

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12. A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
13. A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, and common property/limited common property or land that is a common asset.
14. A resident who contravenes any of bylaws 3.3 to 3.3 (inclusive) or 3.10 to 3.13 (inclusive) will be subject to a \$50.00 fine.
15. A resident must apply to the council in writing for permission to keep a visitor's pet for longer than 48 hours.
16. Owners/tenants are not permitted to keep their doors propped open to use the air circulation from the hallways. This causes unnecessary wear and tear on the HVAC System, and allows food odours into the hallways.
17. Residents are not to place and/or dispose of used potting soil, plant material, gravel, potting containers, garbage, or related items, on CP or LCP planting beds or lawns.
18. Residents are to complete full weed removal from LCP patios once a month or as would be considered reasonable. Weeds are not to be allowed to grow to the point of going to seed.
19. Residents are to seek approval from council before:
 - a. planting trees or shrubs in LCP or CP planting beds or landscaped grounds. (NOTE: This does not apply to annuals, perennials, roses, bulbs or similar plants of a smaller size)
 - b. applying any pesticide, herbicide, slug traps, or related items to patios, planting beds, surrounding grounds, LCP or CP.

NOTE: The Strata Council will not unreasonable withhold approval, although recommendations may be made. Most trees may not be approved for planting, due to overcrowding and building envelop concerns.

20. Residents are to take care that planting or other activities on LCP or CP planting beds, landscaped grounds and lawns, does not 'block' or damage irrigation sprinkler nozzles.
21. A resident is permitted to use only "imitation" type of Christmas trees. NO cut or live trees are allowed anywhere within the strata plan, including in or on a strata lot, due to fire hazard and liability.
22. At all times, all access to the roof is at the discretion of the strata corporation or its representatives. In order to protect the roof membrane warranty, contractors of any kind must not be on the roof while it is being affected by hot weather.
23. The smoking of marijuana, e-cigarettes and vaping are prohibited within the boundaries of Strata Plan BCS 1342, including in a Strata Lot;
24. A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
25. A resident or visitor must not wear or use inline skates and skateboards anywhere in the building, including a strata lot.

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26. A resident must not permit any person/visitor to play or loiter in the garden areas, on common property or on land that is a common asset, unless such common property or common asset is a playground.
27. A resident or visitor must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the council or as otherwise expressly permitted by these bylaws or the rules.
28. A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from outside the building.
29. A resident may post signs and dated notices on the designated bulletin board, subject to be removed by the council if deemed inappropriate as posted for in excess of one week.
30. A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
31. No shades, awnings, balcony enclosures, window or balcony guards shall be installed within the common property or limited common property, except with written permission of Strata Council.
32. A resident or visitor must not do anything likely to damage the plants, bushes, flowers, lawn of the common property.
33. A resident must ensure that all building entrance doors, including all doors in the garage or to strata lots are kept closed.
34. A resident shall not provide public access for the purpose of conducting a business.

4. Inform strata corporation be replaced

1. An owner must notify the strata corporation of:
 - (a) the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any, within two weeks of becoming an owner;
 - (b) a tenant's name and the names of the persons occupying the strata lot with the tenant within 2 weeks of the tenancy commencing; and
 - (c) any changes in the names of any persons residing in the strata lot within 2 weeks of any such changes occurring.
2. On request by the strata corporation, a tenant or owner must inform the strata corporation of the tenant's name and the strata lot, which the tenant occupies.

5. Approval for alterations to a strata lot, limited common property or common property

- a. An owner must obtain the written approval of the strata corporation before making or authorizing:
 - i. an alteration to a strata lot that involves any of the following
 1. the structure of a building;
 2. the exterior of a building;
 3. patios, chimneys, stairs, balconies or other things attached to the exterior of a building;

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4. doors, windows or skylights on the exterior of a building, or that front on the common property;
 5. fences, railings or similar structures that enclose a patio, balcony or yard;
 6. common property located within the boundaries of a strata lot;
 7. those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
 8. wiring, plumbing, piping, heating air conditioning and other services;
 9. flooring;
 10. wiring, plumbing, piping, heating, air conditioning and other services; and
 11. installation or removal of a wall or walls, whether structural or not; and
- ii. any alteration to common property, including limited common property, or to common assets.
- b. The strata corporation may require as part of an application for approval of any alteration under bylaw 5.1 that an owner must:
- i. submit, in writing, detailed plans and description of the intended alteration;
 - ii. obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
 - iii. request the contractor to comply with WorkSafe BC requirements regarding hazardous material testing before altering the strata lot.
- c. The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
- i. that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
 - ii. that the standard of work and materials be not less than that of the existing structures;
 - iii. that all work and materials necessary for the alteration be at the sole expense of the owner;
 - iv. that the owner from time to time of the strata lot receiving the benefit of an alteration to a strata lot, common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;
 - v. that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata

corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall become due and payable on the due date of payment of the next month's strata fees.

d. An owner who, subsequent to the passage of bylaws 5.1 to 5.3 inclusive, alters a strata lot, common property, limited common property or common assets without adhering strictly to these bylaws, must restore, at the owner's sole expense, the strata lot, common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the strata lot, the common property, limited common property or common asset. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

e. The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property or limited common property. In the event that the existence of the alteration to a strata lot, common property or limited common property undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.

f. **Hard-Surface Flooring**

A. For the purposes of these bylaws, "hard surface flooring" includes porcelain, ceramic, marble, slate, quarry, limestone, travertine, glass, granite, stone, bamboo, hardwood, laminate, resilient flooring, linoleum, vinyl or other similar materials.

B. An owner must, in accordance with bylaw 5, apply in writing to the strata council for written approval to install hard surface flooring in a strata lot, prior to the commencement of the installation.

C. When considering an application for hard-surface flooring, the strata council may:

- i. require the owner to provide evidence from an expert on flooring, including evidence from an acoustical engineer, that the quiet enjoyment of other residents is unlikely to be impacted by the use of the strata lot because of the change in the flooring;
- ii. require inspection(s) by representatives of the strata corporation to ensure the approved upgrade is proceeding in accordance with the guidelines as set by the strata council, and
- iii. require the owner to take steps to reduce noise transmission, including but not limited to installing a specific type of underlay and/or covering the flooring with rugs or carpets in high traffic areas.

6. Renovations/alterations

1. An owner must:

(a) give the strata council two (2) working days' prior notice of the scheduled arrival of tradespersons or delivery of materials;

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- (b) ensure that tradespersons are licensed, insured and in good standing with WorkSafe BC;
 - (c) ensure that the hours of work are restricted to Monday through Friday between 9:00 a.m. and 6:00 p.m., and Saturdays between 10:00 a.m. to 6:00 p.m. No work may be completed on Sundays or statutory holidays;
 - (d) ensure that the delivery of any construction materials is through the parking garage and, if in an elevator, the owner must ensure the elevator is protected with proper floor and wall coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby;
 - (e) be in attendance, or ensure that their designate, for all significant renovations/alterations. The determination of significant shall be at the discretion of the Council;
 - (f) be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained
2. A resident must:
- (a) not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers
 - (b) ensure that drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and
 - (c) ensure that stairs, lobbies, paths through the parking areas are regularly cleaned (and vacuumed at the request of the Council) and the residential corridor thoroughly vacuumed daily;
 - (d) ensure that building security when they have trades people working within their suites. In order to prevent building doors from being propped open, the resident is responsible to either supply their trades person with a door key or allow them in by means of their intercom. The practice of propping doors open harms the mechanical door closers as well as breaching building security.
3. Any breach of this bylaw 6 is subject to a fine of \$100.00, as well as the charge back of any clean up or repair costs.

7. Permit entry to strata lot

- 1. A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
 - (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or
 - (ii) to ensure a resident's compliance with the Act, bylaws and rules.
- 2. If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation.

3. The notice referred to in bylaw 7.1(b) must include the date and approximate time of entry, and the reason for entry.
4. An owner must provide in writing to the strata council the name and telephone number of a contact person who has keys to the owner's strata lot and can provide access to the strata lot in the event of an emergency where the owner is not available or cannot be contacted by the strata corporation, having made reasonable efforts to do so.

Division 2 -- Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

8 The strata corporation must repair and maintain all of the following:

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

Division 3 – Council

Council size

- 9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

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.

(2) A person whose term as council member is ending is eligible for re-election.

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.

(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.

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.

(2) A replacement council member may be appointed from any person eligible to sit on the council.

(3) 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.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

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.

(2) A person may hold more than one office at a time, other than the offices of president and vice president.

(3) The vice president has the powers and duties of the president

a) while the president is absent or is unwilling or unable to act, or

b) for the remainder of the president's term if the president ceases to hold office.

(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

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.

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if

a) all council members consent in advance of the meeting, or

b) the meeting is required to deal with an emergency situation, and all council members either
i. consent in advance of the meeting, or

ii. are unavailable to provide consent after reasonable attempts to contact them.

(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

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

(2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.

(3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of council

16 (1) A quorum of the council is

- a) 1, if the council consists of one member,
- b) 2, if the council consists of 2, 3 or 4 members,
- c) 3, if the council consists of 5 or 6 members, and
- d) 4, if the council consists of 7 members.

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

Council meetings

17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

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

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

- a) bylaw contravention hearings under section 135 of the Act;
- b) rental restriction bylaw exemption hearings under section 144 of the Act;
- c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

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

(2) Unless there are only 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.

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

Council to inform owners of minutes

19 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.

Delegation of council's powers and duties

20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

(2) The council may delegate its spending powers or duties, but only by a resolution that

- a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must

- a) set a maximum amount that may be spent, and
- b) indicate the purposes for which, or the conditions under which, the money may be spent.

(4) The council may not delegate its 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.

21. Spending restrictions

1. A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
2. Despite bylaw 21.1, a strata 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.
3. Subject to bylaw 21.2, 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 bylaw 21.3 in the same fiscal year, is less than \$10,000.
4. If the strata corporation makes any expenditure under bylaw 21.3, the strata corporation must inform the owners as soon as feasible about the expenditure of more than \$1,000.00 on any single item.

Limitation on liability of council member

22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

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

Division 4 -- Enforcement of Bylaws and Rules

Maximum fine

23 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.

Continuing contravention

24 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

25. Person to chair meeting

1. Annual and special general meetings must be chaired by the president of the strata council.
2. If the president of the strata council is unwilling or unable to act, the meeting must be chaired by the vice president of the strata council.
3. If neither the president nor the vice president of the strata 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, and may be the property manager.

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.

(2) 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.

(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.

Voting

27. Voting

1. Except on matters requiring a unanimous vote or an 80% vote, the vote for a strata lot may not be exercised, if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
2. At an annual or special general meeting, voting cards must be issued to eligible voters.
3. At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
4. If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
5. The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
6. If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.

7. Despite anything in this bylaw 27, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

28 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.
- o) If within 15 minutes of 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, if within 15 minutes from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

Division 6 -- Voluntary Dispute Resolution

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.

(2) A dispute resolution committee consists of

- a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
- b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

(3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 -- Marketing Activities by Owner Developer

Display lot

30 (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.

(2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

"30. Promotion

(1) During the time that the owner developer of the strata corporation is a first owner of any units, it shall have the right to maintain any unit or units, whether owned or leased by it, as a display unit, and to carry on sales functions, including the posting of signs, it considers necessary in order to enable it to sell or lease the units.

(2) At the reasonable discretion of the owner developer, it may use the common property to conduct the sale or lease of strata lots in the strata plan up to 24 months after the date of first occupancy of any such strata lot.

(3) Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post supplied by the strata corporation and may not be displayed in the windows or on the balcony of a strata lot. Notwithstanding the foregoing, marketing signs of the owner developer may be displayed on the common property and/or the limited common property or window of any strata lot owned or leased by the owner developer at the reasonable discretion of the owner developer."

31. Security Measures

1. Closed circuit television (CCTV) and video surveillance may be installed in the common areas of the Strata Corporation and it may collect data from this equipment.

2. The Strata Corporation may collect data with respect to its electronic security system used in its property."

Non-smoking bylaw

31 (1) Smoking is prohibited:

(a) in a strata lot;

(b) on the interior common property, including but not limited to in hallways, elevators, parking garages, electrical and mechanical rooms,

(c) on patios and balconies;

(d) within three meters of a door, window or air intake; and

(e) on any land that is a common asset

(2) All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw, with the exception that Part (1) (a) will not apply to a smoker who is an owner, tenant or occupant residing in a strata lot in the complex at the time the bylaw is passed and who continues to reside there after the bylaw is passed. Notwithstanding the previous sentence,

owners, tenants, and occupants who qualify for the exemption from the bylaw as described in the previous sentence must still comply with all applicable legislation and are still subject to the common Law of nuisance as well as all other bylaws, including but not limited to those about causing a nuisance or hazard to another person and unreasonably interfering with the rights of another person to use and enjoy the common property, common assets or another strata lot.

(3) Council must make reasonable accommodation, pursuant to section 8 of the Human Rights Code and the whole of the Code for a resident who has proven by medical evidence that he or she is physically and/or mentally disabled and is unable to control his or her addiction to nicotine. Whether the resident has proven the disability will be determined in the sole reasonable discretion of the Council. What accommodation will be made will be based on all of the circumstances and the accommodation may include but is not limited to:

- (a) Allowing smoking in one or more designated areas of the common property; and/or
- (b) Paying for one or more treatment programs to assist with the cessation of smoking, including but not limited to paying for nicotine replacement therapy,

(4) Reasonable accommodation granted pursuant to subsection 3 may be for a fixed period of time at which time the resident is free to re-apply to Council for further reasonable accommodation to be made.

(5) In addition to accommodation made under subsection 3, reasonable accommodation will be made by the Council if a resident proves that to not allow smoking would result in other discrimination prohibited by the Human Rights Code. Council, in its sole reasonable discretion, will determine whether or not the resident has proven that to not allow smoking would be discriminatory pursuant to the Human Rights Code. The council will make reasonable accommodation in the case where a resident intends to use tobacco in relation to a traditional aboriginal cultural activity, or smoking is intended to be done by a prescribed group for a prescribed purpose. In making the accommodation the Council will only do so in writing and may prescribe in writing when the permission is granted for, the duration of the permission and where smoking will be allowed.

32. Moving in / out procedures

- 32.1 An owner must conform and ensure that any tenants conform to the Move-In and Move-Out rules established by council from time to time.
- 32.2 A resident must provide notice to the strata corporation of all moving arrangements at least seven (7) days before the moving date. All moves must take place between 9:00 a.m. and 7:00 p.m. Monday through Sunday and statutory holidays.
- 32.3 A resident using the elevator during a move must ensure that the ELEVATOR SERVICE KEY is used to control the elevator and the doors not jammed open in any manner.
- 32.4 A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.
- 32.5 A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 32.6 A resident must pay a refundable damage deposit of \$500.00, whether moving in or out, plus a non-refundable fee of \$200.00 when moving in, 48 hours prior to any move and any expenses incurred by the Strata Corporation attributable to the resident and all fines levied and expenses incurred will be deducted from the refundable damage deposit.
- 32.7 Section 3.6 of the current Bylaws no longer apply.

32.8 A resident contravening any of bylaws 32.1 to 32.6 (inclusive) shall be subject to a fine.

33. Key Fobs

33 (1) For the safety and security of the residents of The Owners, Strata Plan BCS 1342, a key fob system is used.

(2) The Strata Corporation uses a key fob system and may make changes and additions to it from time to time. Its use is hereby formally approved by the owners. The purpose of this system is to give residents of the building secure access to the common areas of the building and their strata lots. At the time of passing this bylaw, the system is used at the front entrance, entrance to the garage and the garage gate. The system monitors and records where the key fobs are used and the date and time of such use. The reports from this system may be used for the purpose of investigating thefts, security incidents, emergency situations and serious infractions of the bylaws and/or rules. In such cases, the information may be shared with law enforcement agencies and emergency workers upon their proper request to do so.

(3) Further information can be obtained through reviewing the Privacy Policy of the Strata Corporation.

34. SMALL CLAIMS COURT PROCEEDINGS

1. Authorization to proceed

The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants, pets or a member of the owner's family or for which the owner is otherwise responsible pursuant to section 158(2) of the Act or these bylaws

35. Other Accommodation

1. A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, whether arranged through websites such as Air BnB, VRBO, Premiere Executive Suites or through companies that advertise this type of accommodation.

36. Garbage and Recycling

1. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot or on common property. Any expenses incurred by the strata corporation to remove any such items will be charged to the owner of the applicable strata lot.

2. A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.

37. Parking

1. A resident must not permit any oversized commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers to enter or be parked or stored on common, limited common property or land that is a common asset.
2. A resident must not store unlicensed or uninsured vehicles on the common, limited common property or on land that is a common asset.
3. A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.
4. An owner must not lease or licence the assigned parking stall to any person other than an owner or occupant.
5. A resident must park only in the parking stall assigned to the resident.
6. A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
7. Any resident's vehicle parked in violation of bylaw 37.6 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.
8. A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
9. A resident or visitor must not smoke while in the parking area including inside a vehicle.
10. A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue.
11. When exiting and entering the secured parking area, residents are required to stop and observe the gate closing behind them.

38. STORAGE LOCKERS AND BICYCLE STORAGE IN COMMON AREAS

1. A resident or visitor must store bicycles only in assigned parking areas, assigned storage lockers or a designated bicycle rack.
2. Bicycles are not to be taken into the building, stored on patios or taken through common areas within the building.
3. No part of the common property shall be used for storage other than the designated storage areas.

39. USE OF PATIOS AND BALCONIES

1. Sample of items which ARE acceptable and MAY be kept on a patio, balcony or deck are:
 - a) Propane or electric barbecues and accessories;
 - b) Patio style furniture (no upholstered living room sofas, chairs, bookcases, etc.) Both barbecues and furniture must have appropriate rubber pads on the feet or legs to prevent tears or damage to decking. A small patio umbrella is allowed.
 - c) Balconies and patios are Living Areas subject to limited common property rules and Bylaws. They are not permitted to be used as storage lockers.
 - d) Hanging baskets are permitted as long as live plants and flowers are maintained.

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2. Items which ARE NOT acceptable, and may NOT be kept on a patio or balcony are, but not limited to:
 - a) Bicycles;
 - b) Sports equipment such as skis, exercise machines, dart boards, punching bags, weights, etc.;
 - c) Water features of any kind, including fountains and bird baths cannot be placed on any balconies;
 - d) Storage of empty boxes, cans, bottles, tires or general refuse;
 - e) Tarps or any other materials to be used as shades.
3. No heavy plants or trees must be kept on any balconies. Balcony planters must not be higher/ length/ width than 18 inches. Residents are permitted to have planters or small flower boxes on their balconies with the following instructions:
 - a) Small shrubs and flowers are permitted; vegetables in pots are allowed;
 - b) No plantings shall be made that attach themselves to the building areas, such as ivy;
 - c) The balcony standing planters and flower boxes must be on the balcony floor only and must have drip trays to protect the flooring. Planters should be made of a lightweight material such as composite, plastic or resin and must be elevated from the decking on planter feet, with an attached water tray to catch water run-off.
 - d) Planter boxes may be attached to the metal balcony railing only and MUST be properly secured. No building envelope may be altered in order to secure the planters.
4. Cleaning and care of Patios and Balconies
 - a) The membranes and railings must be cleaned as required by the unit owners to ensure long term performance and to minimize the buildup of dirt and other contaminants that may ultimately stain and/or deteriorate the membrane and structure below;
 - b) When washing the patios, balconies or decks, residents must use biodegradable detergent and water. The soiled water solution must be rinsed and any run-off must be cleaned away from the area below. Pressure washers are not permitted as they may force water under or into the building envelope;
 - c) Any defacement or damage to any part of the patios or balconies attributed to the owner such as tears, must be reported to the property management company immediately to prevent further damage from occurring, and to facilitate repairs. In the event that owners do cause damage, accidental or otherwise, and, or, do not report such damage immediately thereafter, owners will be responsible for all costs arising from each repairs;
 - d) In the event of significant snowfall, owners may remove snow with the use of a large broom- shovels are not permitted as they may damage the decking.

40. INSURANCE AND RESPONSIBILITY

1. Insuring against major perils

The strata corporation must insure against major perils, as set out in the Strata Property Act Regulation Section 9.1(2), including, without limitation, earthquakes.

2. Resident insurance

A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.

3. Owner Responsibility

If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, or injury to a person, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy. Without limiting the generality of the word “responsible”, an owner is responsible for:

- (a) 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);
- (b) any loss of 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 but does not form part of the strata corporation’s obligations to repair and maintain under bylaw 8;
- (c) legal costs incurred in relation to defending any claim against the strata corporation, and/ or prosecuting any claim made against the owner, such indemnity to be on a solicitor and client basis, including disbursements, expenses, taxes, filing and / or Court fees, all of a full indemnity basis.

For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the owner.