

SMART

STRATA PLAN – BCS 3636

BYLAWS

(Last updated at the February 28, 2019 AGM)

Please find attached a copy of the **Bylaws** and / or amendments for

Strata Corporation BCS 3636

These Bylaws are provided on a “without prejudice” basis. If you require Bylaws for legal purposes, we recommend you obtain an exact copy of the Strata Corporation’s registered Bylaws from the Land Titles Office and consult professional legal counsel regarding their content.

THE WYNFORD GROUP
Managing Agents for
Strata Plan BCS 3636

**STRATA PLAN BCS-3636
SMART BYLAWS**

Amendments:

Registration:	March 30, 2012	BB4040341
Registration:	April 14, 2014	CA3676387
Registration:	February 16, 2015	CA4235238
Registration:	April 11, 2016	CA5101181
Registration:	March 14, 2019	CA7394299

Disclaimer: This document is being provided as part of the Strata Corporation records. Viewers are cautioned that official registered documents are available in the Land Title Office and shall be considered the true and official document.

TABLE OF CONTENTS

DIVISION 1 – SEPARATE TYPES AND DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS.....	1
1.1 Types.....	1
1.2 Payment of strata fees	2
DIVISION 1A – DUTIES OF OWNERS, TENANTS, OCCUPANTS, AND VISITORS.....	2
2. Inform Strata Corporation.....	2
3. Permit entry to strata lot.....	2
4. Payment of strata fees	3
5. Repair and maintenance of property by owner	3
6. Obtain approval before altering common property.....	4
7. Obtain approval before altering a strata lot.....	4
8. Use of Property	6
9. Intentional Damage:.....	7
10. Building Security:	7
11. Common Areas:.....	7
12. Limited Common Property:	8
13. Parkade and Parking	9
14. Strata Lots	10
15. Hazards	11
16. Garbage.....	12
17. Moving	12
18. Festive Occasions.....	13
19. Permissible Pets	13
DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION	15
20. The Strata Corporation must repair and maintain all of the following:.....	15
DIVISION 3 – COUNCIL	15
21. Council size	15
22. Council members’ terms	16
23. Removing council member.....	16
24. Replacing council member.....	16
25. Officers	16
26. Calling council meetings	17
27. Requisition of council hearing	17
28. Quorum of council.....	17
29. Council meetings	17
30. Voting at council meetings	18
31. Council to inform owners of minutes	18
32. Delegation of council’s powers and duties	18
33. Spending restrictions	19

34.	Limitation on liability of council member	19
DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES		19
35.	Maximum fine	19
36.	19
37.	Continuing contravention	20
38.	Legal Action	20
DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS.....		20
39.	Person to chair meeting	20
40.	Participation by other than eligible voters.....	20
41.	Voting	20
42.	Order of business.....	21
DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION.....		22

**SMART
STRATA PLAN BCS-3636**

SCHEDULE OF STANDARD BYLAWS

PREAMBLE

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

The following or attached bylaws replace the Standard Bylaws to the *Strata Property Act* (British Columbia) (the “Act”), as permitted by section 120 of the Act:

**DIVISION 1 – SEPARATE TYPES AND DUTIES OF OWNERS, TENANTS, OCCUPANTS
AND VISITORS**

1.1 Types

- 1.1.a. Strata lots 1 to 90 inclusive shall be one type of strata lot and shall be referred to in these bylaws collectively as the “Residential Type” strata lots.
- 1.1.b. Strata lots 91 to 94 inclusive shall be one type of strata lot and shall be referred to in these bylaws collectively as the “Commercial Type” strata lots.
- 1.1.c. A contribution to the operating fund that relates to and benefits only the Residential Type Strata Lots shall be shared only by the owners of the Residential Type Strata Lots and each owner’s share of that contribution shall be calculated in accordance with the formula set out in section 6.4(2) of the *Strata Property Act* Regulations.
- 1.1.d. A contribution to the operating fund that relates to and benefits only the Commercial Type Strata Lots shall be shared only by the owners of the Commercial Type Strata Lots and each owner’s share of that contribution shall be calculated in accordance with the formula set out in section 6.4(2) of the *Strata Property Act* Regulations.
- 1.1.e. Any contribution to the operating fund that relates to and benefits all strata lots shall be shared by all strata lot owners and each strata lot owner’s share of such operating fund contribution shall be calculated in accordance with the formula set out in section 99(2) of the *Strata Property Act*.
- 1.1.f. A contribution to the operating fund that relates to and benefits only limited common property shall be shared only by the owners of the type of strata lots entitled to use the limited common property to which the contribution relates and

each strata lot's share of the contribution shall be calculated in accordance with section 6.4(1) of the *Strata Property Act* Regulations.

- 1.1.g. Each strata lot's share of a contribution to the contingency reserve fund or a special levy, regardless of type, shall be shared by all strata lots in the strata corporation in accordance with the formula set out in section 99(2) of the *Strata Property Act*.

1.2 Payment of strata fees

- 1.2.a Expenses relating to the common areas in each section (such as storage areas, entrances, lobbies, utility rooms and other common areas) will be for the account of the owners of strata lots in each respective type.

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

2. Inform Strata Corporation

- 2.1 Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation and/or its duly appointed Agent of the owner's name, strata lot number, and mailing address outside the strata plan, if any.
- 2.2 Within two weeks of occupancy, an owner must inform the Strata Corporation and/or its duly appointed Agent of the name(s) and telephone number(s) of all new tenants and/or occupants.
 - 2.2.a. Within two weeks of occupancy, an owner must submit a completed and duly signed Form K to the strata corporation in respect of any tenants.
- 2.3 Owners are required to, and responsible for, providing their tenant(s) and other occupant(s) such as family members, with a copy of these by laws. These by laws apply equally to such tenant(s) and occupant(s); all references to owners are deemed to include an owner's tenant(s) and/or occupant(s).
- 2.4 On request by the Strata Corporation, and/or its duly appointed Agent, a tenant must inform the Strata Corporation of his or her name.
- 2.5 Rentals of strata lots are only permitted for a minimum period of 12 months.

3. Permit entry to strata lot

- 3.1 An owner, tenant, occupant, or visitor must allow a person authorized by the Strata Corporation to enter the strata lot:
 - 3.1.a. In an emergency, without notice, to ensure safety or prevent significant loss or damage.
 - 3.1.b. At a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets, and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act.

- 3.2 The notice referred to in subsection (2.1.b) must include the date and approximate time of entry, and the reason for entry.
- 3.3 In the event of an emergency emanating from a strata lot whose occupant cannot be contacted, access for protection of common property or safety may have to be gained by force at the occupant's expense.
- 3.4 Owners are required to provide access to their Strata Lot for routine maintenance including but not limited to annual fire safety testing, vent cleaning and maintenance, window washing. The Strata Corporation and/or its duly appointed Agent will provide reasonable opportunity and notice to owners to provide access of:
 - 3.4.a. At least two weeks written notice of the need and reason(s) for access.
 - 3.4.b. At least 48 hours written notice to provide access.
- 3.5 Owners failing to provide access given reasonable notice and opportunity, and so requiring individual appointments for access, will be liable for the cost of any and all additional call out charges applicable. Such charges will be added to and become part of an Owner's Strata fees.

4. Payment of strata fees

- 4.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 4.2 Where an owner fails to pay the strata fees in accordance with this bylaw outstanding strata fees will be subject to an interest charge of 10% per annum compounded annually or any other maximum rate of interest that may be prescribed in the Act or the regulations.
- 4.3 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 4.4 Where an owner fails to pay a special levy in accordance with this bylaw outstanding strata fees will be subject to an interest charge of 10% per annum compounded annually or any other maximum rate of interest that may be prescribed in the Act or the regulations.
- 4.5 Failure to pay strata fees on the due date will result in a fine of \$25.00 or each month or part thereof. If an owner's strata fees are not received by the 15th day of the month to which it owes, a fine of \$100.00 will be assessed and an additional \$100.00 fine will be assessed on each succeeding month that the strata fees remain in arrears.

5. Repair and maintenance of property by owner

- 5.1 An owner must repair and maintain their strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- 5.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

6. Obtain approval before altering common property

- 6.1 An owner must obtain written approval of the Strata Corporation before making any alteration to common property, including limited common property, or common assets.
- 6.2 The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- 6.3 An owner who alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration.
- 6.4 If the owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation and/or its duly appointed Agent may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such restoration shall be added to an Owner's account for the month following the date upon which the cost or expenses are incurred, payment of which will be considered immediately due. Such costs and expenses shall include all legal costs and expenses expended or incurred by the Strata Corporation.

7. Obtain approval before altering a strata lot

- 7.1 An owner must obtain the written approval of the Strata Corporation (at least two weeks prior to commencement of works) before making any alteration to a strata lot that involves any of the following:
 - 7.1.a. The structure of the building;
 - 7.1.b. The exterior of the building;
 - 7.1.c. Chimneys, stairs, balconies, or other things attached to the exterior of the building;
 - 7.1.d. Doors, windows or skylights, on the exterior of a building, or that front on the common property;
 - 7.1.e. Fences, railings, or similar structures that enclose a patio, balcony, or yard;
 - 7.1.f. Common property located within the boundaries of a strata lot;
 - 7.1.g. Those parts of the strata lot that the Strata Corporation must insure under section 149 of the Act;
 - 7.1.h. Wiring, plumbing, piping, heating, air conditioning, and other services;
 - 7.1.i. Flooring, to which additional restrictions apply, as set out in 7.2 – 7.4 below:
- 7.2 Acceptable flooring systems:
 - 7.2.a. Hardwood Flooring – Only Floating floor systems shall be installed.

- 7.2.b. Ceramic Tiling – Sound deadening materials shall be installed.
- 7.2.c. Cork Flooring – Underlay with a minimum thickness of 6mm must be installed.
- 7.3 For all flooring, Institute for Research in Construction, National Research Council Canada guidelines stipulated in the research paper Sound Transmission Through Floors must be followed, specifically, any and all flooring systems installed must meet or exceed the following standards as applicable:
 - 7.3.a. Sound Transmission Class >61 / Impact Insulation Class >55 / Tapping Machine Rating >50.
- 7.4 Proof of purchase of underlay materials must be supplied to the Strata Corporation and/or its duly appointed Agent before commencement of works.
- 7.5 Permitted hours of work are limited to: Weekdays from 8:00 am to 6:00 pm, Saturdays from 10:00 am to 6:00 pm. Construction work is not permitted on Sundays or Public Holidays.
- 7.6 It shall be a condition of approval for any strata lot alterations that owners agree in writing to permit the Strata Corporation and/or its duly appointed Agent to inform their immediate neighbours either side, above and below their suite, as applicable, of intended in suite renovations at least one week prior to commencement. Notification will include anticipated start date, duration, and noise level.
- 7.7 Approval for construction projects is assumed to be for a maximum of 4 weeks from start to finish. If a construction project requires more than 4 weeks to complete, this must be specified at the request for approval stage.
- 7.8 Owners are responsible for cleaning the hallways, stairwells and elevator of any dust, dirt, debris, etc. resulting from construction works at the end of each working day.
- 7.9 Owners are responsible for the complete removal of any and all debris, old carpet, flooring, boards, drywall, etc. resulting from construction works from the building in an approved manner e.g. City Waste Transfer Stations. Construction debris must not be placed in the dumpster or the recycling bins, or outside the building e.g. alleyways.
- 7.10 Owners are responsible for the conduct of any and all contractors / workmen employed by them, and indemnify the Strata Corporation against any damages claims resulting from the actions of said contractors / workmen. Examples include (not an exhaustive list) personal injury claims, damages to fixtures/fittings, damages to other strata lots, damages resulting from security breaches such as unattended open doors.
- 7.11 An Owner who alters a strata lot without adhering strictly to these by laws, must restore, at the owner's sole expense, the strata lot to its condition prior to the alteration.
- 7.12 If the owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation and/or its duly appointed Agent may conduct the restoration, at the expense of the owner who altered the strata lot. The cost of such restoration shall be added to an Owner's account for the month following the date upon which the cost or expenses are

incurred, payment of which will be considered immediately due. Such costs and expenses shall include all legal costs and expenses expended or incurred by the Strata Corporation.

- 7.13 The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

8. Use of Property

- 8.1 General Duties: An owner, tenant, occupant, or visitor must not use a strata lot, the common property, or common assets in a way that

8.1.a. Causes a nuisance or hazard to another person.

8.1.b. Causes unreasonable noise.

8.1.c. Unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets, or another strata lot.

8.1.d. Is illegal and / or 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.

8.1.e. Is for a commercial or professional purpose, which may be illegal or contrary to any government or municipal rules or ordinances or is injurious to the reputation of the building and / or common interest of its owners.

8.1.f. A strata lot must not be used for short-term accommodation purposes, such as a bed-and- breakfast, lodging house, hotel, home exchange, time share or vacation rental, whether arranged privately or through an agency or website, including Airbnb or VRBO. Without limiting the generality of the foregoing, an owner, tenant or occupant must not enter into a license for the use of all or part of a strata lot.

8.1.g. VACATION, TRAVEL OR TEMPORARY ACCOMMODATION (“VTTA”) – Bylaw prohibiting VTTAs and imposing \$1,000 fines

(i). In this section, VACATION, TRAVEL OR TEMPORARY ACCOMMODATION (“VTTA”) is defined as a rental shorter than the minimum rental period required by these bylaws or by municipal bylaw, or that is not a residential tenancy as described in the Residential Tenancy Act, or is a form of tenancy that does not comply with that Act, or is a mere licence of property use only, or is in breach of the City of Vancouver Short Term Rental Accommodation Bylaw.

(ii). VTTAs are prohibited in the Strata Corporation.

(iii). Pursuant to s. 7.1 Strata Property Act Regulations, coming into force November 30, 2018 (OIC 418-2018) the Strata Corporation, on sufficient evidence that a VTTA or a Short Term Accommodation has occurred, considered on a balance of probabilities, may fine the responsible strata lot

owner, \$1,000 for every contravention of this bylaw. Infractions may occur more often than once every 24 hours, and every person found illegally to be residing in a Strata Lot will be considered an individual contravention of this bylaw and subject to the \$1,000 fine for each contravention.

- (iv). Council may commence legal proceedings to collect fines levied for contraventions of this bylaw.
- (v). The Strata Corporation may claim the costs of remedying contraventions of this bylaw pursuant to s. 133 SPA.

- 9. Intentional Damage:** 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 the strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 10. Building Security:** Security of the building remains at all times the joint responsibility of all owners and/or their tenants.
- 10.1 Owners and/or tenants shall not leave outside entrance or exterior fire exit doors unlocked or open unattended
 - 10.2 Admission to the building shall not be permitted to any person unless known to the owner and/or tenant. This includes but is not limited to entrance by entry-phone or when an owner and/or tenant is entering themselves (piggybacking)
 - 10.3 Owner and/or tenants must report any suspicious person(s) or activity in and around the building to the management company or the police
 - 10.4 All keys to locks on the common property are common property and will be made and issued only with the authority of the Strata Corporation.
 - 10.5 Additional/replacement control units (fobs) may be obtained by an Owner and will be issued by the management company under the authority of the Strata Corporation at a cost to be determined from time to time by the Strata Corporation.
 - 10.6 Fobs and/or keys distributed by an owner to their tenant or another third party (e.g. family member,) remain the responsibility of the registered owner.
 - 10.7 All fobs and common area keys lost/stolen must be immediately reported to the Strata Corporation and/or its duly appointed Agent. An owner is liable for any losses incurred by the use of any unreported lost/stolen fobs and/or common area keys.
 - 10.8 No soliciting will be permitted within the strata plan with the exception of governmental agencies e.g. Statistics Canada and municipal/provincial/federal election canvassing/canvassers.
- 11. Common Areas:** These are deemed to be indoor common areas such as lobbies, elevators, corridors, recreational facilities, service areas and parkade driveways, and outdoor common areas such as common courtyard/patios. These do not include limited

common property with exclusive private access and use such as Juliette balconies, terraces rooftop decks and individual parking stalls, which are treated separately below.

- 11.1 Common area equipment such as gym equipment or barbecues must not be removed even temporarily from their specific areas.
- 11.2 Sidewalks, walkways, passages and driveways of the common property shall not be obstructed or used for any purpose other than ingress or egress from the strata lots and parking areas within the common property.
- 11.3 No owner/occupant shall do anything that will cause a safety hazard to the building and/or other residents including interfering with proper closure of fire doors by adjusting the door closure; by blocking the doors open; and/or by encumbering the hallways, landings or stairways with boxes, rubbish and/or bicycles.
- 11.4 Garbage (household or otherwise) must not be stored in common areas.
- 11.5 No persons/owner/occupant/visitor shall be allowed to play, use skateboards, ride bicycles, use rollerblades/skates in the underground parking areas, common entrances, traffic circles or in front of any automatic gate, at any time.
- 11.6 Smoking is not permitted in common areas.
- 12. Limited Common Property:** These are deemed to be outdoor areas such as Juliette balconies, terraces and rooftop decks which fall within the Strata Corporation's responsibility but for which exclusive private access and use has been purchased by and granted to owners. Whilst the parkade is common property, individual parking stalls are deemed to be limited common property.
 - 12.1 No awning or shades shall be erected over and outside of those windows/ balcony doors nor shall any screen be permanently attached to the building.
 - 12.2 Domestic barbeques are permitted on outdoor terraces (Floor 2 and Floor 7 exclusively) and rooftop decks.
 - 12.3 Barbeques are not permitted on Juliette balconies (Floors 3 – 9)
 - 12.4 No propane heaters are permitted on balconies/terraces/patios.
 - 12.5 All owners and/or tenants are responsible for the cleaning, good appearance (i.e. proper drainage) of their balconies, if applicable, at all times. Owners/occupants are responsible for keeping the drains clean and are responsible for contacting the Strata Corporation and/or its duly appointed Agent if problems exist.
 - 12.6 Balconies and patios shall not be used for unsightly storage (e.g. bicycles, cardboard, garbage/recycling).
 - 12.7 Potted plants and planter boxes are permitted provided the style and colour of pot or planter conforms to building aesthetics.

13. Parkade and Parking

- 13.1 The speed limit within the common property shall be no more than 10 km/h.
- 13.2 Unnecessary honking of vehicle horns, revving of engines or other noise, which may cause a nuisance to other owners and/or their tenants, is not permitted.
- 13.3 An owner/occupant shall use the parking space(s) which has (have) been specifically assigned to their Strata Lot of one vehicle per stall, save and except for private arrangements with other owners for the use of parking spaces assigned to such owners.
- 13.4 The parking spaces assigned to a strata lot shall not be rented or leased to non-residents.
- 13.5 Parking of any vehicle in unallocated parking stalls is not permitted; any vehicle so parked will be removed without notice at the expense of the owner.
- 13.6 Parking of any vehicle is not permitted on common property e.g. interior roadways, driveways; any vehicle so parked will be removed without notice at the expense of the owner.
- 13.7 Fire lanes must not be obstructed at any time; any vehicle causing such obstruction will be removed without notice at the expense of the owner.
- 13.8 Parking of any vehicle is not permitted in a manner that reduces the width of the garage, roadway, neighbours' parking spaces, or obstructs fire exits, stairwells and/or walkways; any vehicle so parked will be removed without notice at the expense of the owner.
- 13.9 Parking spaces are not to be used for storage of any kind.
- 13.10 No major repairs or adjustments to motor vehicles, etc., shall be carried out on common property where likelihood of gas, oil or grease could cause inconvenience to others and/or damage to property.
- 13.11 Oil leaks and exhaust pollution stains are the responsibility of the owner and must be cleaned up by the owner(s).
- 13.12 Owners of vehicles causing such stains shall be notified by the Strata Corporation and/or its duly appointed Agent and asked to clean up the staining; should the owner(s) fail to comply within seven (7) days of receipt of notice, the Strata Corporation is at liberty to make arrangements for cleaning; any costs incurred will be assessed to the owner.
- 13.13 Only operational motor vehicles currently licensed and insured may be parked in the parkade, within their designated or assigned spaces. Motor vehicles not bearing current license plates or displaying on the windshield a certificate of storage insurance (for a minimum of \$1,000,000.00 liability) will be removed without notice at the expense of the owner
- 13.14 An owner/occupant who has an unauthorized vehicle parked on his/her assigned parking stall must contact the Strata Corporation and/or its duly appointed Agent who will make arrangements for the vehicle's removal without notice at the expense of the owner

- 13.15 An owner/occupant shall not wash vehicles on the driveways, parkade ramps and/or on or near the entranceways. Vehicles may only be washed only in a manner as to not cause nuisance or annoyance to other owners/occupants and in such places and at such times as the Strata Corporation may from time to time designate.
- 13.16 When entering or exiting the parkade, all residents must wait for the parkade gate to fully close behind them before driving away; failure to do so may result in the maximum \$200 fine being applied.

14. Strata Lots

- 14.1 Owner/occupants shall not do any act or thing or neglect or fail to do any act or thing or permit anything to be done which would or could increase the risk of explosion, fire, water or other damage or the rate of fire insurance premiums on the building or any part thereof paid by the Strata Corporation.
- 14.2 Each owner/occupant shall endeavour to conserve the plumbing and electrical systems of the building, and any damage to any of these systems caused by the wrongful act or neglect of any owner/occupant/guest shall be repaired at the expense of such owner. No owner shall permit a condition to exist within his strata lot, which will result in wasting or excessive consumption of domestic water supply, heating water.
- 14.3 Unoccupied strata lots must be inspected once a week at the owner's expense. Any damage caused to Common Property by the unoccupied strata lot will be the responsibility of the Owner.
- 14.4 An owner must obtain and maintain insurance for:
- 14.4.a. Loss or damage to the owner's strata lot and fixtures referred to in section 149(1)(d) of the Act against perils that are not insured by the Strata Corporation;
 - 14.4.b. Fixtures in the owner's strata lot, other than fixtures referred to in section 149(1)(d) of the Act;
 - 14.4.c. Improvements and betterments to the owner's strata lot;
 - 14.4.d. Liability for property damage and bodily injury, whether occurring on the owner's strata lot or on the common property; and
 - 14.4.e. Deductible portion of any applicable insurance claim filed by the Strata Corporation.
- 14.5 The Strata Corporation and/or its duly appointed Agent may request proof of insurance from an owner at any time.
- 14.6 An owner must pay the insurance deductible portion of any insurance claim filed by the Strata Corporation paid or payable by the Strata Corporation's insurance policy within sixty (60) days of the written issuance of the demand for payment if such insurance claim results from damages caused to the common property, including limited common property or common assets and all items that the Strata Corporation is responsible for insuring as

defined under Section 149 of the *Strata Property Act* by any act, omission, negligence or accident of the owner or owner's tenant, resident, or guest.

- 14.7 For the purposes of this bylaw, any damage done and requiring repair that is under the appropriate deductible of the Strata Corporation's policy shall be considered as an expense chargeable to the owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- 14.8 If an Owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that Owner must indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any Strata insurance policy. Without limiting the generality of the word "responsible", an Owner is responsible for the Owner's own acts or omissions, as well as those of any of the Tenants, occupants, visitors, agents, contractors or employees of the strata lot or the Owner.

For the purposes of 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.

In the event that an Owner or any member of their family, or their guests, servants, Tenants, or agents cause damage to common property, limited common property or common facilities and the damage so caused is not covered by insurance, the strata lot Owner shall be held responsible for such loss and promptly reimburse the Strata Corporation for the full costs of repair or replacement of the damage done.

In the event the Owner of a strata lot held responsible for the insurance deductible or the costs of repair or replacement fails to pay the said deductible or costs, a fine of \$200.00 per week will be levied against the strata lot until the deductible or costs paid.

15. Hazards

- 15.1 Owner/occupants are not permitted to store explosives, combustible, flammable or offensive materials such as (not an exhaustive list) gasoline, solvents, industrial paints, in or around their strata lot or on their limited common property, excepting those used for normal household purposes, and/or a small supply of fuel normally used for domestic barbecues where barbecues are permitted.
- 15.2 No firearms or ammunition shall be kept within the building save for the following exceptions:
- 15.2.a. Owners and/or tenants that are members of recognized police departments or Royal Canadian Armed Forces are permitted to keep firearms and ammunitions with the following conditions:
- 15.2.a.1 Only service issue firearms and/or ammunition are permitted and must be stored securely within an individual strata lot.

15.2.a.2 Firearms or ammunition of any form must not be stored within common areas or limited common property e.g. storage lockers, trunk of car in parkade

15.3 An owner, tenant, occupant or visitor shall not feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property.

16. Garbage

16.1 All garbage cans and receptacles must comply with applicable municipal bylaws.

16.2 Ordinary household refuse and garbage will be removed from each strata lot by the owner/resident and deposited in the garbage receptacles provided for that purpose. Any materials other than ordinary household refuse and garbage such as discarded furniture, etc. is the sole responsibility of the owner/resident and must be removed from the strata plan at the expense of or by the owner/resident.

16.3 All garbage shall be properly bagged and securely tied in plastic bags before being transported to the garbage receptacles. Empty cardboard boxes must be collapsed before they are placed into the garbage container specifically for cardboard.

16.4 Garbage and/or litter spilled or dropped onto common areas is the responsibility of the owner/resident and must be tidied up by the owner/resident as soon as possible.

16.5 No mops or dusters of any kind shall be shaken and no refuse or water shall be thrown out of windows or doors or from patios/balconies of a strata lot.

16.6 No material, substances, especially burning material such as cigarettes or matches shall be thrown out or permitted to fall out of any window, or any other part of the strata lot or common property.

17. Moving

17.1 An appointment for a moving in/out time must be made with the management company, having regard for the convenience of all concerned and to noise abatement.

17.2 Owners are responsible for any contractors employed in a move, and for any occupant in their strata lot moving in or out of the building and indemnify the Strata against any costs resulting from damage to common property or other strata lots.

17.3 Whenever possible, a minimum of two (2) weeks' notice is required to be given to the management company, PRIOR to any move in/out. Hours of move-ins and move-outs are restricted to between 8:00 a.m. and 4:00 p.m.

17.4 Upon agreement of a date, move in / move out will proceed according to the instructions and/or conditions issued by the Strata Corporation via its duly appointed Agent. These instructions and/or conditions may include, but are not limited to:

17.5 A refundable damage deposit of \$200 being paid in cash prior to a move commencing

- 17.6 Elevator protective cladding being installed prior to a move commencing
- 17.7 Assignment of an elevator for use during the move; only the assigned elevator may be used, movers must not engage both elevators
 - 17.7.a. In the event of an elevator breakdown, exclusive use of the elevator assigned for the move is revoked; the assigned elevator must be released from priority service and shared with all residents.
- 17.8 All external doors used in the move must remain locked when unattended
- 17.9 A before and after damage inspection may be made; any identified damages may result in forfeiture of the cash deposit
- 17.10 In the event of excessive damage, in addition to forfeiture of the cash deposit, further reparative costs incurred will be assessed against the owner
- 17.11 An owner must pay a non-refundable move in fee of \$100 to the strata corporation. Any expenses incurred by the strata corporation attributable to the resident and all fines levied will be charged to the strata lot owner's account.
- 17.12 An owner must pay a non-refundable move out fee of \$100 to the strata corporation. Any expenses incurred by the strata corporation attributable to the resident and all fines levied will be charged to the strata lot owner's account.

18. Festive Occasions

- 18.1 Outdoor lighting is permitted for the celebration of recognized religious or cultural events such as (not an exhaustive list) Christmas, Diwali, Hanukkah, and Chinese New Year for a period of 1 month prior to and 1 month following the date of the event.
- 18.2 Freshly cut Christmas trees and other such ornamentation are prohibited (on the advice of the City Fire Department).

19. Permissible Pets

- 19.1 An owner and/or tenant may keep pets under the following restrictions:
- 19.2 A maximum of two common household pets per strata lot; common household pets are defined as cats, dogs, small caged mammals such as gerbils or rabbits or small caged birds,
- 19.3 Owners may keep a reasonable number of fish or other small aquarium animals
- 19.4 Where two dogs are kept, at least one must be of a toy or miniature breed not exceeding height/weight dimensions considered normal for the breed
- 19.5 No exotic pets are permitted within the building whatsoever
- 19.6 No poisonous pets are permitted within the building whatsoever

- 19.7 No endangered or otherwise restricted species are permitted within the building whatsoever
- 19.8 Subject to bylaw 18.9, an owner or tenant shall keep their pet(s) within their strata lot at all times
- 19.9 Pets are permitted onto common areas only for the express purposes of ingress and egress to the owner or tenant's strata lot. When travelling on common property, pets must be leashed or caged and under the owner's control. As applicable, any leash must not exceed six (6) feet in length; any cage must be securely closed.
- 19.10 Pets are not permitted to damage, soil or otherwise foul common property; owners are responsible for the repair and/or cleaning of any such instances, whether accidental or intentional. Where an owner fails to comply, the Strata Corporation and/or its duly appointed Agent may arrange for repair and/or cleaning; any and all associated costs will be charged back to the owner and added to their Strata account.
- 19.11 An owner or tenant must register their pet(s) in writing with the Strata Corporation via its duly appointed Agent within 30 days of the pet(s) residing on the strata lot (or the passage of this by law). Registration information must:
- 19.11.a. State the owner's name, contact information including telephone number and the strata lot where the pet(s) reside
- 19.11.b. State the name of the pet, breed, sex, and colouring/markings of the animal.
- 19.12 Any owner wishing to register a complaint against a resident pet must do so in writing. Complainants must, to the best of their ability, specify the nature of the violation, the date and time of the violation, and where possible, state the identity of any witnesses.
- 19.13 In the instance that a pet is deemed by the strata council after consideration of the complaint and consideration of the pet owner's response to the complaint to be a nuisance, the owner will be granted a period of 30 days to take remedial action.
- 19.13.a. Proof of remedial action e.g. training, must be provided to the Strata Corporation and/or its duly appointed Agent within 14 days of nuisance determination and notification.
- 19.13.b. Failure to achieve significant, tangible improvement within the 30 days grace period will result in the owner being ordered to permanently remove the animal from the property.
- 19.13.c. During the grace period the Strata Corporation may, at its discretion, consider any further complaints against the same pet to be separate instances and may, as it determines, pursue punitive measures such as fines, as allowed within these by laws.

DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION

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

- 20.1.a. Common assets of the Strata Corporation;
- 20.1.b. Common property that has not been designated as limited common property;
- 20.1.c. Limited common property;
 - 20.1.c.1 Repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - 20.1.c.2 The following, no matter how often the repair or maintenance ordinarily occurs:
 - 20.1.c.2.1 The structure of a building,
 - 20.1.c.2.2 The exterior of a building,
 - 20.1.c.2.3 Chimneys, stairs, balconies, and other things attached to the exterior of a building;
 - 20.1.c.2.4 Doors, windows or skylights, on the exterior of a building or that front on the common property;
 - 20.1.c.2.5 Fences, railings, and similar structures that enclose patios, balconies, and yards;
- 20.1.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
 - 20.1.d.1 The structure of a building,
 - 20.1.d.2 The exterior of a building,
 - 20.1.d.3 Chimneys, stairs, balconies, and other things attached to the exterior of a building,
 - 20.1.d.4 Doors, windows or skylights, on the exterior of a building or that front on the common property, and
 - 20.1.d.5 Fences, railings, and similar structures enclosing patios, balconies, and yards.

DIVISION 3 – COUNCIL

21. Council size

- 21.1 Subject to subsection (2), the council must have:
 - 21.1.a. At least 3 and not more than 7 members; and

21.1.b. At least 1 member that is a representative of the Commercial Type strata lots.

22. Council members' terms

22.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

22.2 A person whose term as council member is ending is eligible for re-election.

22.3 No person may stand for council or continue to be on council with respect to a strata lot if

22.3.a. The Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Act

23. Removing council member

23.1 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.

23.2 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.

24. Replacing council member

24.1 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.

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

24.3 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.

24.4 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 20% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

25. Officers

25.1 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.

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

25.3 The vice president has the powers and duties of the president:

- 25.3.a. While the president is absent or is unwilling or unable to act, or
 - 25.3.b. For the remainder of the president's term, if the president ceases to hold office.
- 25.4 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.

26. Calling council meetings

- 26.1 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.
- 26.2 The notice does not have to be in writing.
- 26.3 A council meeting may be held on less than one week's notice if
- 26.3.a. All council members consent in advance of the meeting, or
 - 26.3.b. The meeting is required to deal with an emergency situation, and all council members either
 - 26.3.c. Consent in advance of the meeting, or
 - 26.3.d. Are unavailable to provide consent after reasonable attempts to contact them.
- 26.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

27. Requisition of council hearing

- 27.1 By application in writing, stating the reason for request, as owner or tenant may request a hearing at a council meeting.
- 27.2 If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- 27.3 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.

28. Quorum of council

- 28.1 A quorum of council is 4 members
- 28.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

29. Council meetings

- 29.1 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.

- 29.2 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 29.3 Owners may attend council meetings as observers.
- 29.4 Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - 29.4.a. Bylaw contravention hearings under section 135 of the Act;
 - 29.4.b. Rental restriction bylaw exemption hearings under section 144 of the Act;
 - 29.4.c. Any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

30. Voting at council meetings

- 30.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 30.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 30.3 All resolutions of the council will be effective when passed and will then be circulated to the owners, but failure to circulate a resolution passed by the council will not affect the validity of such resolution.
- 30.4 The results of all votes at a council meeting must be recorded in the council meeting minutes.

31. Council to inform owners of minutes

- 31.1 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

32. Delegation of council's powers and duties

- 32.1 Subject to subTypes (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.
- 32.2 The council may delegate its spending powers or duties, but only by a resolution that
 - 32.2.a. Delegates the authority to make expenditure of a specific amount for a specific purpose, or
 - 32.2.b. Delegates the general authority to make expenditures in accordance with subsection (3).
- 32.3 A delegation of a general authority to make expenditures must
 - 32.3.a. Set a maximum amount that may be spent, and

- 32.3.b. Indicate the purposes of which, or the conditions under which, the money may be spent
- 32.4 The council may not delegate its powers to determine, based on the facts of a particular case,
 - 32.4.a. Whether a person has contravened a bylaw or rule,
 - 32.4.b. Whether a person should be fined, and the amount of the fine, or
 - 32.4.c. Whether a person should be denied access to a recreational facility.

33. Spending restrictions

- 33.1 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.
- 33.2 Despite subsection (1), a council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

34. Limitation on liability of council member

- 34.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise of intended exercise of any power or the performance or intended performance of any duty of the council.
- 34.2 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

35. Maximum fine

- 35.1 The Strata Corporation may fine an owner or tenant a maximum of:
 - 35.1 \$200 for each contravention of a bylaw, and
 - 35.2 \$50 for each contravention of a rule.
 - 35.3 For the rental of a residential strata lot in contravention of a bylaw that prohibits or limits rentals is \$500 for each contravention of the bylaw.

36.

- 36.1 Any fines levied pursuant to these bylaws and/or any assessments, costs or expenses expended or incurred by the Strata Corporation in correcting, remedying or curing an infraction of these bylaws must be charged to the owner and shall be added to an Owner's account for the month following the date upon which the cost or expenses are incurred, payment of which will be considered immediately due. Such costs and expenses shall include all legal costs and expenses expended or incurred by the Strata Corporation.

37. Continuing contravention

- 37.1 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

38. Legal Action

- 38.1 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 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 cost and expenses, 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 or a member of the owner's family.
- 38.2 The Strata Corporation may recover from an owner by an action for debt in a court of competent jurisdiction any sum of money which the Strata Corporation is required to expend as a result of an act or omission by the owner, his/her employees, agents, invitees or tenants, which violates these bylaws or rules established pursuant to these bylaws, and there shall be added to any amount found due, all costs and expenses of such action including but not limited to banking charges, fines, penalties, interest charges and legal expenses.

DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS

39. Person to chair meeting

- 39.1 The president of the council must chair annual and special general meetings.
- 39.2 If the president of the council is unwilling or unable to act, the vice president of the council must chair the meeting.
- 39.3 If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

40. Participation by other than eligible voters

- 40.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 40.2 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.
- 40.3 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.

41. Voting

- 41.1 At an annual or special general meeting, voting cards must be issued to eligible voters.

- 41.2 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 41.3 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 41.4 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 41.5 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- 41.6 Despite anything in the section, an election of council or any other vote must be held by secret ballot, if an eligible voter requests the secret ballot.
- 41.7 An owner may not exercise the owner's vote in respect of the owner's strata lot if the strata corporation is entitled to register a lien under the Act against that owner's strata lot, except on matters requiring a unanimous vote.

42. Order of business

- 42.1 The order of business at annual or special general meetings is as follows:
 - 42.1.a. Certify proxies and corporate representatives and issue voting cards
 - 42.1.b. Determine that there is a quorum
 - 42.1.c. Elect a person to chair the meeting, if necessary
 - 42.1.d. Present to the meeting proof of notice of meeting or waiver of notice
 - 42.1.e. Approve the agenda
 - 42.1.f. Approve minutes from the last annual or special general meeting
 - 42.1.g. Deal with unfinished business
 - 42.1.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
 - 42.1.i. Ratify any new rules made by the Strata Corporation under section 125 of the Act
 - 42.1.j. Report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting
 - 42.1.k. Approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting

- 42.1.l. Deal with new business, including any matters about which notice has been given under section 45 of the Act
- 42.1.m. Elect a council, if the meeting is an annual general meeting
- 42.1.n. Terminate the meeting.
- 42.2 Quorum for Adjourned Meeting - at the time appointed for an annual or special general meeting a quorum is not present, the eligible voters present in person or by proxy and those who remain for the balance of the meeting shall constitute a quorum. Despite section 48(3) of the Act, the failure to obtain a quorum for a meeting demanded under section 43 of the Act terminates, and does not adjourn, that meeting.

DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION

43.

- 43.1 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
 - 43.1.a. All the parties to the dispute consent, and
 - 43.1.b. The dispute involves the Act, the regulations, the bylaws or the rules.
- 43.2 A dispute resolution committee consists of
 - 43.2.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
 - 43.2.b. Any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- 43.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

– END –

Amendments

- March 21, 2012 AGM
 - Bylaws repealed and replaced in their entirety

- March 26, 2014 AGM
 - Bylaw #2.2a added
 - Bylaw #2.5 added
 - Bylaw #17.7a added

- January 28, 2015 AGM
 - Bylaw #1 repealed and replaced
 - Bylaw #1.2a to #1.2f repealed and replaced with bylaw #1.2a
 - Bylaw 21.1b amended
 - Bylaw #35.3 added

- March 30, 2016 AGM
 - Bylaw #14.8 added
 - Bylaw #42.2 amended
 - Bylaw #8.1f added

- March 15, 2018 AGM
 - Bylaw #1.1.d amended
 - Bylaw #7.1.i amended
 - Bylaw #13.16 added
 - Bylaw #17.11 & #17.12 added

- February 28, 2019 AGM
 - Bylaw #8.1.g added

(T:\Properties-Day-to-Day\BCS 3636\Bylaws & Rules\Bylaws.02-28-2019.3636.docx)