

BYLAWS

LMS2636

VAN HORNE



BYLAW AMENDMENTS

Registration:	May 7, 20	CA6784691
Registration:	July 29, 2020	CA8330208
Registration:	April 15, 2021	CA8924467

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SCHEDULE OF BYLAWS

DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1. Definitions

- 1.1 Resident means collectively, an owner, tenant or occupant and unless the context requires otherwise, includes a non-resident owner of a residential strata lot, and an owner, tenant or occupant of a non-residential strata lot.

2. Compliance with bylaws and rules

- 2.1 All residents and visitors must comply with the bylaws and rules of the Strata Corporation.

3. Payment of strata fees and special levies

- 3.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate. An owner must pay a special levy as set out in the resolution.
- 3.2 If an owner fails to pay strata fees or a special levy when due, the Strata Corporation may charge interest at the rate of 10% per annum compounded annually.
- 3.3 If any payment to the Strata Corporation by cheque or electronic funds transfer is reversed due to insufficient funds, all bank charges, fees and/or service costs associated with the return payment may be charged back to that owner.
- 3.4 If the Strata Corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the Strata Corporation for the full amount of the costs incurred by the Strata Corporation.
- 3.5 Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the Strata Corporation to enforce these bylaws shall become part of the assessment of the owners and shall become due and payable on the first day of the next month following, except that any amount owing other than strata fees, special levies, reimbursement of the cost of work ordered by a public or local authority, or the strata lot's share of a judgment will be calculated as a separate component of such assessment and the Strata Corporation may not register a lien on behalf of such separate component.

4. Repair and maintenance of property by owner

- 4.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation.

4.2 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.

5. Use of property

5.1 A resident or visitor must not use a strata lot, the common property, common assets or limited common property in a way that:

- (a) causes a nuisance or hazard to another person;
- (b) increases the risk of fire or the rate of insurance on the building or any part thereof;
- (c) causes unreasonable noise;
- (d) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets, limited common property or another strata lot;
- (e) is illegal or injurious to the reputation of the building;
- (f) is contrary to a purpose for which the strata lot, common property or limited common property is intended as shown expressly or by necessary implication on or by the strata plan;
- (g) involves undue traffic in or about the strata lot or common property, or that encourages loitering by persons in or about the strata lot or common property;
- (h) results in the waste or excessive consumption in the buildings domestic water supply, heated water or gas;
- (i) causes the strata lot to become unsanitary or a source of odour;
- (j) hangs or displays any laundry, washing, clothing, bedding or other articles from windows, balconies, or other parts of the building so that they are visible from the outside of the building;
- (k) involves smoking in any of the indoor common areas, including the elevators, hallways, storage areas, recreation areas, lobby and stairwells, or in the exterior entranceways to the building;
- (l) involves storage of hazardous materials or items that may deteriorate or attract pests in any storage locker or common property or limited common property area;
- (m) allows any refuse, water, cigarettes, matches, or any other material to fall or be thrown out of any window or door, from any balcony, or into any stairwell, hallway or other indoor common area;
- (n) stores or keep any items, other than patio furniture and plants, on a balcony or patio in a manner which is visible to pedestrians or other strata lot residents;

- (o) hangs or places any window drapes, blinds, tinfoil, signs or other objects which, in the opinion of the council, will adversely affect the consistency of the exterior appearance of the building;
 - (p) solicit or encourage solicitation within the building; or
 - (q) causes or results in unnecessary noise between the hours of 11:00 p.m. and 8:00 a.m. Monday to Friday and 11:00 p.m. and 9:00 a.m. Saturday, Sunday and statutory holidays.
- 5.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets, limited common property 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 Strata Property Act (the "Act").
- 5.3 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
- 5.4 A resident or visitor must not cycle, skateboard, or wear or use inline skates or roller-skates on any common property, limited common property, or land that is a common asset.
- 5.5 Bicycles are not to be otherwise stored inside strata lots, on common property or limited common property without written permission of the council. Bicycles are only to be transported through the parking entrance and not through the front or rear doors, elevators or hallways subject to council permission.
- 5.6 A resident shall not:
- (a) obstruct or use, or permit the resident's visitor, employee, guest or agent to obstruct or use, the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
 - (b) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an occupant or guest of the strata lot permitted by these bylaws, except individuals known to the owner or occupant such as a housekeeper, pet sitter or tradesperson working in the strata lot;
 - (c) shake any mops or dusters of any kind, nor throw any refuse out of the windows or doors or from the balcony of a strata lot;
 - (d) place any items on any deck, patio or the balcony except free standing, self contained planter boxes, summer furniture and accessories and indoor-outdoor carpeting, nor install any articles that hang within three feet of a balcony railing line; or
 - (e) use solid fuel barbecues, such as hibachis and briquette barbecues, which are not permitted as per Vancouver fire regulations. Council reserves the right to prohibit or restrict the use of a barbecue by a resident whose use of the barbecue is determined by council, in its discretion, to constitute a nuisance (i.e. excessive smoke smell, etc.) or hazard.

- 5.7 A resident shall not use or permit the use of a residential strata lot for a professional, commercial or business purpose that:
- (a) may or will increase the amount of foot traffic or motor vehicle traffic in the common property or the strata lot, in any way increases or may increase the liability risk of the Strata Corporation, or
 - (b) involves customers, clients, employees, contractors, other workers or any individuals attending the strata lot other than those individuals ordinarily resident in the strata lot.
 - (c) involves individuals using a strata lot as a place of temporary lodging or short-term rental accommodation meaning leases less than 6 months in duration.
- 5.8 After obtaining the approval of the council, an owner is permitted to place at their expense a storage locker at the back of their assigned parking stall. The locker must be lockable, of non-combustible construction, and fit within the parking stall. Any variances must first be approved by the council. Any approved storage locker must be removed from the common property upon change of Ownership.
- 5.9 A resident must not at any time place or store any item on the common property (including a parking stall), unless such placement or storage is expressly permitted by these bylaws or the rules, or it is authorised by the Council in writing.
- 5.10 No Owner, tenant or occupant of a strata lot may operate, cause or permit the operation or storage of a medical marijuana center, the cultivation of marijuana, the dispensing of any marijuana product, the sale of any marijuana paraphernalia or operate the facilities for which a medicinal marijuana-infused product's license or any other agricultural product manufacturer's license could be obtained within the Strata Plan of LMS2636.

6. Commercial units/use restrictions

- 6.1 All commercial strata lots, being strata lot numbers 1 through 18 in buildings A and B will be restricted from operating the following businesses:
- (a) sex paraphernalia/video shop;
 - (b) drug paraphernalia shop;
 - (c) pawn shops;
 - (d) pharmacy/methadone clinic;
 - (e) growing, selling or distribution of marijuana; and
 - (f) using hazardous chemicals, provided that a hair salon is not restricted.

7. Pets and animals

- 7.1 A resident or visitor must not keep any pets on a strata lot, limited common property, common property or on land that is a common asset except in accordance with these bylaws.
- 7.2 A resident must not keep a pet on a strata lot other than up to two dogs, or two cats, or a combination of one cat and one dog.
- 7.3 A resident or visitor must ensure that all animals are attended and leashed or otherwise secured when on the common property or on land that is a common asset.
- 7.4 A resident or visitor must not keep or bring a “vicious dog” within the meaning of the City of Vancouver Animal Control Bylaw, or any other animal which, in the opinion of the council, poses a physical danger or threat to any person, on a strata lot, the common property, limited common property, or land that is a common asset.
- 7.5 A resident must not keep a pet on a strata lot which is a nuisance. If, in the opinion of the council, a 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, limited common property, common property or common assets, the council may order that the pet be removed permanently from the strata lot, limited common property, common property or common assets, or all of them.
- 7.6 A resident who keeps a pet on a strata lot, or who allows a pet to be brought onto common property or to the resident's strata lot, must ensure that the pet is kept quiet, controlled and clean.
- 7.7 A strata lot owner must assume all liability for all actions by a pet kept on the owner's strata lot, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 7.8 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, patios, strata lots, limited common property, common property, or land that is a common asset.
- 7.9 Pets must not urinate or defecate on common property, limited common property or land that is a common asset except in a designated area approved by Council and marked by signage. This includes the front courtyard, the area in front of the main entrance, and the back garden. Residents and visitors are required to direct their pets away from the property before the pet urinates or defecates. In case of an accident, the pet owner is required to clean the area. If the area is not cleaned, the cost of cleaning the area will be charged to the owner.

8. Duty to inform Strata Corporation

- 8.1 An owner must notify the Strata Corporation within two weeks of becoming an owner, of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- 8.2 On request by a Strata Corporation, a tenant must inform the Strata Corporation of the tenant's name and the strata lot which the tenant occupies.

9. Obtain approval before altering a strata lot

9.1 An owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration to a strata lot that involves any of the following:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) stairs, balconies, patios or other things attached to the exterior of a building;
- (d) doors or windows on the exterior of a building, or that front on the common property;
- (e) fences, railings and similar structures that enclose a balcony or patio;
- (f) common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act;
- (h) wiring, plumbing, piping, heating, air conditioning and other similar services;
- (i) invasive alterations to the walls, ceiling or floor of the property;
- (j) the use or installation in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices; and
- (k) erecting on or fastening to the strata lot any television or radio antennae or satellite dish or similar structure or appurtenance thereto.

9.2 The Strata Corporation must not unreasonably withhold its approval under bylaw 9.1, but

- (a) may require as a condition of its approval that the owner agree, in writing, to take
- (b) responsibility for any expenses relating to the alteration and to indemnify and hold
- (c) harmless the Strata Corporation from any and all future costs in connection with the
- (d) alteration.

10. Obtain approval before altering common property

10.1 An owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration to common property, limited common property or common assets.

10.2 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 and to indemnify and hold harmless the Strata Corporation, its council members, employees and agents from any and all claims, demands and future costs whatsoever arising out of or in any manner attributable to the alteration.

11. Permit entry to strata lot

- 11.1 A resident 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; and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act or to ensure compliance with the Act or bylaws.
- 11.2 The notice referred to in bylaw 11.1(b) must include the date and approximate time of entry, and the reason for entry.

12. Indemnification and insurance deductible

- 12.1 An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or a strata lot for which the owner, or any member of his or her family or tenant or their guests, servants, agents or invitees is responsible but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.
- 12.2 In the event that loss or damage occurs to common property, limited common property, common assets or any strata lot that gives rise to a valid claim under the Strata Corporation's insurance policy, the owner shall reimburse the Strata Corporation for the deductible portion of the insurance claim if the owner or any member of his or her family or tenant or their guests, servants, agents or invitees is responsible for the loss or damage that gave rise to the claim.
- 12.3 Where a resident or visitor does or permits anything to be done that is illegal or for any reason invalidates the Strata Corporation's insurance, the owner must indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement of any damage to the common property, limited common property, common assets or strata lots.
- 12.4 For the purpose of this bylaw, any costs for which a strata lot owner is responsible shall be considered as an expense chargeable to the owner and shall be added to and become a 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.
- 12.5 An owner who fails to pay the cost of repair or remedying the loss or damage when due shall reimburse the Strata Corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by Court action or other means and including council member or management costs associated with lost time from employment, strata management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

- 12.6 An owner must obtain and maintain liability insurance and property insurance for their units and provide proof of such to the strata on an annual basis. *Added AGM March 30, 2021.*

POWERS AND DUTIES OF STRATA CORPORATION

13. Repair and maintenance of property by Strata Corporation

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

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

COUNCIL

14. Strata council

- 14.1 The council of the Strata Corporation must have at least 3 and not more than 7 members.

15. Council eligibility

- 15.1 In addition to the persons who may be council members as permitted by section 28 of the Act, the spouse of an owner, including a common law spouse, is eligible to stand for election to the council provided the spouse has been authorized in writing by the owner in advance of each election.
- 15.2 No person may stand for council or continue to be on council with respect to a strata lot, if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

16. Council members' terms

- 16.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 16.2 A person whose term as council member is ending is eligible for re-election.

17. Removing council member

- 17.1 The Strata Corporation may, by a resolution passed by a 3/4 vote at an annual or special general meeting, remove one or more council members.
- 17.2 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.

18. Replacing council member

- 18.1 If a council member resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 18.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 18.3 The council may appoint a council member under bylaw 18.2 even if the absence of the member being replaced leaves the council without a quorum.
- 18.4 If all the members of the council resign or are unwilling or unable to act for a period of two or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

19. Officers

- 19.1 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.
- 19.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 19.3 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.
- 19.4 If an officer other than the president is unwilling or unable to act for a period of two or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

20. Calling council meetings

- 20.1 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.
- 20.2 The notice in bylaw 20.1 does not have to be in writing.
- 20.3 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 every council member either:
 - (i) consents in advance of the meeting; or
 - (ii) is unavailable to provide consent after reasonable attempts to contact him or her.

21. Requisition of council hearing

- 21.1 By application in writing, stating the reason for the request, a resident may request a hearing at a council meeting stating the reasons for the request.

22. Quorum of council

- 22.1 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.

22.2 Council members must be present in person at the council meeting (or deemed to be present in person under bylaw 23.3) to be counted in establishing quorum.

23. Council meetings

23.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

23.2 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.

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

23.4 Owners may attend council meetings as observers.

23.5 Despite bylaw 23.4, no observers may attend those portions of council meetings that deal with:

(a) bylaw contravention hearings under section 135 of the Act; or

(b) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

24. Voting at council meetings

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

24.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

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

25. Council to inform owners of minutes

25.1 The council must circulate to all owners, by email, the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved.

26. Delegation of council's powers and duties

26.1 Subject to bylaws 26.2, 26.3 and 26.4, 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.

26.2 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 bylaw 26.3.

26.3 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.

26.4 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.

27. Spending restrictions

27.1 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.

27.2 Despite bylaw 27.1, 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.

28. Limitation on liability of council member

28.1 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 or function of the council or the council member.

28.2 Bylaw 28.1 does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.

28.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

ENFORCEMENT OF BYLAWS AND RULES

29. Fines

29.1 Except where a lesser amount is specified in these bylaws, the Strata Corporation may fine an owner or tenant up to:

- (a) \$200 for each contravention of a bylaw; and

- (b) \$50 for each contravention of a rule.
- (c) Notwithstanding Bylaw 29.1 the Strata Corporation may fine an owner or tenant a maximum of \$1,000.00 for the contravention of Bylaw 43.1 respecting short-term accommodation.

30. Continuing contravention

- 30.1 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, a fine may be imposed:
- (a) every 7 days, or
 - (b) daily, in the case of a contravention of a short-term accommodation restriction bylaw.

ANNUAL AND SPECIAL GENERAL MEETINGS

31. Quorum

- 31.1 A quorum for an annual or special general meeting is eligible voters holding one-third of the Strata Corporation's votes, present in person or by proxy.
- 31.2 At the time appointed for an annual or special general meeting, if a quorum is not present, the eligible voters present in person or by proxy at any time during the meeting constitute a quorum except a meeting held pursuant to section 43 of the Act which will be cancelled.

32. Person to chair meeting

- 32.1 Annual and special general meetings must be chaired by the president of the council.
- 32.2 If the president of the council is unable or unwilling to act, the meeting must be chaired by the vice president of the council.
- 32.3 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, eligible to vote, who are present at the meeting.

33. Participation by other than eligible voters

- 33.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 33.2 Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at a meeting, but only if permitted to do so by the chair of the meeting.
- 33.3 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.

34. Voting

- 34.1 Except on matters requiring a unanimous 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.
- 34.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 34.3 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.
- 34.4 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.
- 34.5 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.
- 34.6 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.
- 34.7 Despite anything in bylaws 34.1 to 34.6, an election of council or vote to remove a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

35. Order of business

- 35.1 The order of business at annual general meetings, and as far as is appropriate for 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 or 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; and
- (n) terminate the meeting.

VOLUNTARY DISPUTE RESOLUTION

36. Voluntary dispute resolution

- 36.1 A dispute among owners, tenants, occupants, 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.
- 36.2 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.
- 36.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

SMALL CLAIMS COURT PROCEEDINGS

37. Authorization to proceed

- 37.1 The Strata Corporation may sue any person in Small Claims Court, without further authorization by the owners, for the recovery of any debt or damages owing to the Strata Corporation, including money owing as a fine.

PARKING

38. Parking

- 38.1 Parking stalls in the underground parking area must not be used for any purpose other than for parking passenger vehicles owned or leased by residents or temporary visitors.
- 38.2 An owner must not lease or licence a parking stall assigned to the owner's strata lot to any person who is not a resident.

- 38.3 A resident must park only in a parking stall which has been assigned to the resident's strata lot or leased by the resident from another owner. Resident's must does not use spaces designated for guest parking.
- 38.4 A resident must not permit any oversized or recreational vehicle, including but not limited to a boat, trailer, camper or other such property, to be parked or stored in the underground parking area, or on common property, limited common property, or land that is a common asset.
- 38.5 A resident must not permit an unlicensed or uninsured vehicle to be stored in the underground parking area, or on common property, limited common property, or land that is a common asset.
- 38.6 A resident storing a vehicle must provide valid proof of insurance to the Strata Corporation on the commencement date of the storage and on request thereafter. Two wheeled motorized vehicles are exempt from Bylaw 38.6. *Amended AGM March 23, 2017.*
- 38.7 A resident or visitor must not permit any vehicle to be parked or left unattended in a no parking zone, or in a manner that interferes with or obstructs access to or use of the underground parking area, parking stalls, or the access lane.
- 38.8 Any vehicle parked in violation of bylaw 38.7 will be subject to removal by a towing company authorized by council. If the vehicle belongs to a resident of a strata lot, all costs associated with the removal will be charged to the strata lot owner.
- 38.9 A resident or visitor must not drive any vehicle in excess of 7 km/h (5 mph) in the underground parking area.
- 38.10 A resident or visitor must not smoke in the underground parking area, including inside a vehicle.
- 38.11 A resident must not permit any vehicle that drips oil or gasoline to be parked or stored in the underground parking area, or on common property, limited common property, or land that is a common asset, and must remove any dripped oil, gasoline or other automotive residue by a vehicle parked or stored in contravention of this bylaw.
- 38.12 A resident or visitor must not use any part of the underground parking area as a work area for carpentry, renovations, or repairs of any kind.
- 38.13 Vehicles parked in the guest parking stalls must display a parking permit or the vehicle will be towed at the vehicle owner's expense.
- 38.14 A resident is responsible for the cleanliness of their parking stall(s). This includes keeping the assigned parking stall free of cigarette butts, papers, boxes and any other miscellaneous items. A resident is also responsible for the clean-up of oil spills and the sweeping of the assigned parking stalls. A resident contravening this bylaw 38.14 shall be responsible for any cleanup or repair costs, and any fines levied by the council.
- 38.15 A resident must not carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property, except in the case of emergency.

- 38.16 When entering or exiting the building through the parking gate in a vehicle, drivers shall stop their vehicles and wait for the parking gate to complete the closing cycle before leaving the area that would allow another vehicle or individual to enter or exit that gate. Drivers must ensure that no unauthorized vehicle or person has entered through the parking gate during the period in which it was open.
- 38.17 When entering or exiting the secured residential parking area in a vehicle, drivers shall stop their vehicles and wait for the parking gate to complete the closing cycle before leaving the area that would allow another vehicle to enter or exit that gate. Drivers must ensure that no unauthorized vehicle or person has entered through the secured residential parking gate during the period in which it was open.
- 38.18 Persons entering the parkade on bicycles must adhere to the same rules as vehicles: wait for the gate to complete the closing cycle before continuing travel; ensure no unauthorized vehicle or person has entered through the gate.
- 38.19 Persons entering or exiting the parkade while not in a vehicle or on a bicycle are asked to use the available man doors whenever possible. Where the available man doors are not accessible to the individual, and the use of the parking gate is required for entry into the parkade, the individual must adhere to the same rules as vehicles. In this case the individual must wait at a location deemed safe for the gate to complete the closing cycle before continuing travel, ensuring no unauthorized vehicle or person has entered through the gate. Should an unauthorized person/vehicle enter, and if comfortable and safe to do so, the individual should ascertain if the person/vehicle is a resident of the Van Horne. If the person/vehicle is not a resident or if confirmation cannot be ascertained, the individual must report the incident to the non-emergency police line, the Van Horne caretaker, and the property management company as soon as possible. *Amended AGM March 30, 2021.*

MOVING

39. Moving in/out procedures

- 39.1 An owner must conform to, and ensure that any tenants conform to, any move-in and move-out rules established by the council.
- 39.2 A resident must provide at least 48 hours' notice, excluding Saturdays, Sundays and statutory holidays, to the resident manager of all moving arrangements or large furniture deliveries. All moves or large furniture deliveries must take place between 8:00 a.m. and 8:00 p.m.
- 39.3 A resident using the elevator during a move or large furniture delivery must ensure that:
- (a) pads are hung in the elevator to prevent damage;
 - (b) the elevator service key is used to control the elevator and the doors are not jammed open in any manner;
 - (c) floor mats placed through the lobby area;

- (d) all lobby doors and common area doors must remain closed and locked when unattended; and
 - (e) ensure that vehicles, including moving company trucks, do not block or hinder vehicle access to and from the underground parking area or the front or rear entrances.
- 39.4 (a) A resident must pay an administrative fee of \$200 to the Strata Corporation for any move into the building;
- (b) An elevator must be booked to transport large furniture or large appliances to and from the suite; and in addition, any expenses incurred by the Strata Corporation for damage, other than reasonable wear and tear, caused as a result of the move or delivery will be charged to the strata lot owner.

GARBAGE

40. Garbage

- 40.1 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purposes, recyclable material is kept in designated areas, and material other than recyclable or ordinary household refuse and garbage is removed appropriately. All other refuse (such as old furniture, carpeting, etc.) must be removed by the owner. Failure to do so will result in the Strata Corporation having the item removed and charging the owner for the removal costs.
- 40.2 Any resident who brings a live Christmas tree into the building must ensure that the tree is bagged when it is brought into and removed from the building, and that the tree is removed from the building before January 6th.

SIGNS

41. Signs

- 41.1 Subject to bylaws 44.1 and 44.2, a resident of a residential strata lot must not, unless authorized by the council, permit signs, billboards, advertising matter, or any other notice or display of any kind, including real estate and "open house" signs, on the common property or in a strata lot in any manner which is visible from the outside of the strata lot.

42. Commercial sign criteria

- 42.1 An owner will not install a sign or signs unless conforming to the specifications established by the council for an effective sign program throughout The Van Horne and in accordance with the Bylaws. In setting out this sign directive, the council has endeavored to establish an attractive shopping environment by requiring adherence to a uniform sign panel over the exterior storefront of the strata lots facing Carrall Street and Cordova Street and by requiring quality materials and designs for all owner signs.
- 42.2 The administration of these sign bylaws is vested with the council. No sign, lettering, symbols, graphics or other material shall be located on the storefront, windows, doors or other exterior of

a strata lot or located within a strata lot and visible from the exterior thereof unless same is first approved in writing by the council. Two (2) prints of the owner's sign plans, a colored rendering of the sign as well as, sample materials used for each sign must be prepared and submitted by the owner and approved in writing by the council before the sign is manufactured. One copy of the sign drawing bearing the endorsement of the council's approval shall accompany the sign to The Van Horne and shall be submitted to the council before commencing the erection of any sign.

- 42.3 (a) Any illuminated sign will be installed in strict accordance to the City building bylaws and electrical code;
- (b) The owner shall provide all fittings, wiring, conduit, transformers, disconnect switches, lamps, tubing, and all other electrical equipment required for an efficient operation and control of illuminated signs;
- (c) All work is subject to the inspection and approval by the City Building Inspector.
- (d) The following are not permitted;
- (i) signs perpendicular to the storefront which extends beyond the lot line.
 - (ii) exposed illuminated tubing;
 - (iii) exposed raceways, crossovers, conduit, conductors, transformer, wiring, bolts or screws;
 - (iv) manufacturers labels, approval agency labels, or any stickers exposed to view;
 - (v) sign, designed or built in such a manner, where any tubing, wiring, conduit, transformers, switches, lamp or any other fittings, electrical equipment or unfinished workmanship may be exposed to view;
 - (vi) exposed screws or fastening devices; and
 - (vii) any exterior sign which is visible from the exterior unless same has been previously approved in writing by the council.
- 42.4 (a) Signs must be no larger than necessary to be legible;
- (b) All signs must be located within the owner's lot or adjacent areas reserved for storefronts and lettering must not project into the common area beyond the lot line;
- (c) No owner signs will be permitted on the exterior walls, neutral strip, bulkhead or fixing member except as approved in writing by the council; and
- (d) A sign at right angles to a storefront may be permissible, and subject to the council's approval.
- 42.5 (a) All signs shall conform to the City bylaws, the current National Building Code and all addendum;

- (b) Sign lettering may be three-dimensional, channel type ornamental side with translucent type, cast aluminum, cast bronze, stainless steel, colored enameled, or any other materials, approved by the council and conforming to building codes and bylaws;
- (c) Sign lettering with illuminated background (halo effect) is permitted;
- (d) Individual lettering may be illuminated by either using a solid reverse channel type letter with lighting concealed in the depth of the lettering (halo effect) or by using a translucent material face type of lettering with no visible openings and illuminated by concealed lamps or tubes; and
- (e) Wording on all signage must be correctly spelled.

42.6 There shall be no exterior pylon signs.

- 42.7
- (a) Colors and materials of signs and lettering on the exterior must be compatible with the colors and materials of The Van Horne (leafy bowen green – Pratt Lambert code #1 338);
 - (b) All sign company names, symbols or identification shall be concealed from view.
 - (c) All conduits, transformers and other equipment and fastenings shall be concealed from view;
 - (d) All signs shall maintain easy access for servicing, maintenance, lamp replacement along with adequate ventilation;
 - (e) Electrical power and hook-up of illuminated signs shall be carried out by owner's electrical contractor as per Owner Work Requirements, Section 2; and
 - (f) Storefront signage shall be installed by the nominated contractor at the owner's expense.

RENTALS

43. Rentals

- 43.1 An owner, tenant or occupant must not use or permit the use of all or part of a strata lot as short-term accommodation for a period of less than 30 consecutive days, by anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration. Without restricting the generality of the foregoing, an owner, tenant or occupant must not:
- (a) enter into a license for the use of all or part of a strata lot;
 - (b) permit any strata lot or part thereof to be used or occupied as vacation, travel or temporary accommodation (such as Airbnb or Vacation Rental by Owner) for any period of time; or

- (c) directly or indirectly advertise, market, promote, or license for use any strata lot or part thereof as vacation, travel or temporary accommodation (such as Airbnb or Vacation Rental by Owner) for any period of time.

An owner, tenant, or occupant who uses a strata lot in contravention of this bylaw may be subject to a fine of \$1,000.00 per day at the discretion of the strata council, for each day that the strata lot is used as short-term accommodation in contravention of this bylaw.

- 43.2 A resident may not lease a strata lot for any less than 6 months in duration
- 43.3 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the Strata Corporation and a Notice of tenant's responsibilities in Form K.
- 43.4 Within two weeks of renting a strata lot, the landlord must give the Strata Corporation a copy of the form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.
- 43.5 In addition to the signed Form K – Notice of Tenants Responsibilities, the landlord must also submit a signed Strata Council approved LMS2636 – Form K Addendum for Strata records.

SELLING OF STRATA LOTS

44. Selling of strata lots

- 44.1 An owner, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property except in the manner prescribed by the council.
- 44.2 44.2 An owner, when selling his strata lot, will not hold or permit to be held, any public open house except in the manner prescribed by the council. One agent open house will be allowed per listing. Unless the council otherwise prescribes, all showings must be by appointment only.

PRIVACY BYLAW

45. Privacy

- 45.1 The Strata Corporation is authorized to install 20 video surveillance cameras which will operate 24 hours per day, seven days per week on the exterior perimeters and the parkade and interior common areas for the purpose of recording the activities of owners, tenants, occupants, visitors and members of the general public in order to identify and provide evidence in relation to persons who may be responsible for causing damage or loss or committing bylaw breaches or criminal activities.
- 45.2 Signs indicating the presence and purpose of video surveillance cameras will be posted in all areas subject to video surveillance.
- 45.3 Additionally, the Strata Corporation collects data with respect to the usage of each security FOB.
- 45.4 The video surveillance recordings will be maintained on one video recorder located in a locked security room and the video recorder shall be password protected. The security FOB usage records

will be maintained on one video recorder which is password protected and located in an office that will be occupied by the caretaker which will remain locked in the caretaker's absence.

- 45.5 The video surveillance recordings will be retained for 90 days after which they will be overridden except where the council decides to preserve recordings from a specific incident or series of incidents and that decision, including the length of time that the recordings will be preserved, is recorded in the council meeting minutes or the recording contains information relevant to a matter as described in subsection (1), in which case the recording will be retained until the matter is resolved and all appeal periods, if applicable, have expired.
- 45.6 The security FOB usage records will be retained for 90 days after which they will be overridden except where the council decides to preserve the information related to a specific incident or series of incidents and that decision, including the length of time that the recordings will be preserved, is recorded in the council meeting minutes or the recording contains information relevant to a matter as described in subsection (1), in which case the recording will be retained until the matter is resolved and all appeal periods, if applicable, have expired.
- 45.7 The video recordings/security FOB usage records may be accessed or disclosed only under the following circumstances:
- (a) access by the council members, caretaker or the strata manager,
 - (b) pursuant to a Court order, warrant or equivalent authorization in accordance with the terms of the authorizing document,
 - (c) to any person, as determined by majority vote of the council, if, the disclosure is consistent with the purpose as set out in subsection (1),
 - (d) to residents or visitors who may only request access to view a video recording which contains images of the person making the request provided that permission of any other person(s) present in the recording is obtained and provided that the request is presented within 5 days of the image being recorded, in which case, the recording will be retained for 21 days in order to permit viewing, unless a longer time period has been agreed between the person requesting the viewing and the council, and
 - (e) to any person, as determined by majority vote of the council, if, the disclosure is in the best interest of the Strata Corporation or any resident or visitor or is permitted by law.
 - (f) access by the caretaker through the use of a phone application downloaded exclusively on the caretaker's phone for the limited purposes of monitoring the parkade and reviewing incidents reported to the caretaker by residents or visitors of the Strata Corporation.
- 45.8 In installing and/or maintaining the systems described herein, the Strata Corporation makes no representation or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any resident or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

46. Key FOBs

- 46.1 New, replacement or additional entry FOBs must be requested and may be obtained solely from the Resident Caretaker together with the payment of an amount determined by the Strata Council from time to time.
- 46.2 Once a FOB is issued, each resident shall take all reasonable steps to ensure that the misuse of all FOBs is prevented.
- 46.3 It shall be an offense to these bylaws, subject to maximum fine, to clone/copy/duplicate or in any other way obtain or create additional or replacement key FOBs outside of the process outlined in 46.1.
- 46.4 It shall be an offense of these bylaws, subject to the maximum fine, for an owner or resident or owner to who FOBs have been issued to allow a non-resident the regular or ongoing use of their FOBs except for emergencies or exceptional circumstances and for extremely short periods of time, or at the discretion of the strata council.
- 46.5 If a FOB is lost, stolen, or missing, it must be reported immediately to the Building Manager and it can be properly deactivated.
- 46.6 It is an offense for a resident to leave their remote access FOB in their car in the parkade or in any public place. Should a car be broken into and the FOB be stolen, the thief will have access to all residential areas of the building. Residents whose FOBs are stolen and used in a criminal way may be held liable for damages.