



EPS 5534
BYLAWS

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PART 1 – SEPARATE SECTIONS

COMMERCIAL SECTIONS

- 1.1** The owners of all nonresidential strata lots shall form a separate section within the strata corporation consisting of all the nonresidential strata lots in the strata plan and bearing the name “Section 1 of The Owners, Strata Plan EPS5534” (the “Residential Section”).

RESIDENTIAL SECTION

- 1.2** The owners of all residential strata lots shall form a separate section within the strata corporation consisting of all the residential strata lots in the strata plan and bearing the name “Section 2 of The Owners, Strata Plan EPS5534” (the “Residential Section”).

ADMINISTRATION OF SECTIONS

- 1.3**
- (1) The Residential Section must elect an executive in the manner described in Part VII of these bylaws.
 - (2) The Commercial Section must elect an executive in the manner described in Part VIII of these bylaws.
 - (3) With respect to matters that relate solely to a separate section, each section is a corporation and has the same powers and duties as the strata corporation to enter into contracts in the name of such section, to acquire and dispose of land and other property in the name of or on behalf of such section, and to enforce bylaws and rules.
 - (4) Each section may make rules governing the use, safety and condition of the limited common property designated for the exclusive use of such section.
 - (5) Each of the Commercial Section and the Residential Section may obtain insurance only: against perils that are not insured by the strata corporation; or for amounts that are in excess of amounts that are insured by the strata corporation. Each section has the same insurable interest as the Strata Corporation has in property contained within such section.

PAYMENT AND COLLECTION OF SECTION FEES

- 1.4** (1) Each of the Commercial Section and the Residential Section are entitled to establish its own operating fund and contingency reserve fund for common expenses of the section, including expenses relating to the limited common property designated for the exclusive use of all the strata lots in such section.
- (2) The executive of each section will prepare an annual budget of section expenses which is to be included as part of the annual budget prepared by the strata corporation for approval at annual general meetings. The strata fees payable by the owners will include the fees owing to the strata corporation and the fees owing to the owner's separate section.
- (3) Upon receipt each month of strata fees from the owners, the strata corporation will deposit into separate accounts that portion of such fees which is applicable to the strata corporation operating fund, the strata corporation contingency reserve fund, the operation fund of the applicable section and the contingency reserve fund of the applicable section.
- (4) Only authorized signatories for each of the Commercial Section and the Residential Section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for their respective sections.
- (5) Special levies approved by a separate section will be payable by the owners in such section to the strata corporation which will pay such special levy into the operating fund or the contingency reserve of such section, as requested by such section.
- (6) At the request of a separate section, the strata corporation will register a lien against an owner's strata lot if section fees have not been paid to the strata corporation as part of such owner's strata fees or if a special levy approved by a separate section has not been paid by such owner.

REPAIR AND MAINTENANCE OF PROPERTY BY SEPARATE SECTIONS

- 1.5** Each of the Commercial Section and the Residential Section must repair and maintain all of the limited common property appurtenant to such section, but the duty to repair and maintain does not include repair and maintenance of the following (which are the responsibility of the strata corporation):
- (a) the structure of the building;
 - (b) the exterior of the building;
 - (c) chimneys, stairs, balconies and other things appurtenant to the exterior of a building; and
 - (d) doors, windows and skylights on the exterior of a building or that front on the common property (including, without limitation, the entrance doors to strata lots).

PART 2 – DUTIES OF OWNERS OF ALL STRATA LOTS, TENANTS, OCCUPANTS AND VISITORS

PAYMENT OF STRATA FEES

- 2.1** (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the strata corporation and the fees owing to the owner's separate section as set out in the approved budget.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually.

REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

- 2.2** (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of the limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

USE OF PROPERTY

- 2.3** (1) An owner, tenant, occupant, employee or visitor must not use a strata lot, the common property or common assets in a way that
- (a) causes a nuisance, disturbance or hazard to another person,
 - (b) causes unreasonable or repetitive noise,
 - (c) unreasonably interferes with the rights of other persons to use an enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant, employee or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under the Act.
- (3) When the purpose for which a residential strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner shall not use his strata lot for any other purpose, or permit it to be so used.

- (4) An owner of a residential strata lot who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.
- (5) An owner of a non-residential strata lot shall not use nor permit any of such owner's tenants, invitees, employs, agents or persons such owner is at law responsible for to use those portions of the Common Property which are paid wholly for by the Residential Section budget and Residential strata lot maintenance fees.
- (6) An owner of a residential strata lot shall not use nor permit any of such owner's tenants, invitees, employs, agents or persons such owner is at law responsible for to use those portions of the Common Property which are paid wholly for by the Commercial Section budget and maintenance fees.
- (7) An owner of a strata lot shall not nor permit any of such owner's tenants, invitees, employs, agents or persons such owner is at law responsible for to smoke in the strata lot, on the common property inside the building, limited common property and any exterior common areas, including balconies, patios, decks, hallways, lobby, parking, storage lockers and bike lockers. Smoke includes burning a cigarette, cigar, non-medical marijuana and/or any other substance, including using a pipe, hookah pipe, lighted smoking device or electronic smoking device.
- (8) An owner of a strata lot shall not nor permit any of such owner's tenants, invitees, employs, agents or persons such owner is at law responsible for to use a strata lot, the common property, limited common property or common assets for the purpose of growing, producing, harvesting, marketing, selling or distribution of marijuana or any other "Controlled Substance" as that term is defined in the Controlled Drugs and Substances Act, S.C. 1996. c. 19, as amended.

INFORM STRATA CORPORATION

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

OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT

- 2.5** (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of the building;
 - (b) the exterior of the building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property (ie. including, for example, adding security devices to the entrance door to a strata lot);

- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) parts of the strata lot which the strata corporation must insure under the Strata Property Act including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot (e.g. the original wall to wall carpeting).
- (2) 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.
- (3) An owner must not do, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to do, any act, nor alter, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to alter, his strata lot, in any manner, which in the opinion of the strata council will alter the exterior appearance of the building.

OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY

- 2.6** (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (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 provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

PERMIT ENTRY TO STRATA LOT

- 2.7** (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice,
 - (c) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act, and
 - (d) to ensure compliance with the Act and the bylaws.

COMPLIANCE WITH BYLAWS

- 2.8** An owner, tenant, occupant, employee or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation or either of the separate sections applicable to such owner from time to time.

PETS

- 2.9** (1) An Owner or occupant of a residential strata lot that keeps a dog, cat or other non-caged animal in his strata lot, either permanently or temporarily, shall register that pet with the strata council by providing to the strata council a written notice, signed by the owner setting out the name, breed and colour of the pet, the strata lot number of the strata lot

in which the pet is kept, the name and telephone number of the owner of the pet and the license number of the pet (when the pet is required to be licensed), and shall only keep a pet in his strata lot in compliance with these bylaws.

- (2) An owner, tenant, occupant, employee or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (3) No owner or occupant of a strata lot shall permit his pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property, the owner or occupant shall immediately and completely remove all of his pet's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation, any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant shall pay all costs of such special cleaning.
- (4) An owner of a strata lot whose guest, employee or invitee brings an animal or pet onto the common property or any limited common property shall be responsible to ensure that the guest or invitee complies with all requirements of these bylaws as they relate to pets and shall perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in his strata lot.
- (5) The strata corporation may require removal by an owner or occupier of any residential or animal, in the opinion of the strata council, constitutes a nuisance to any owner or occupier of a strata lot, or causes danger or damage to any owner or occupier of a strata lot or to any property of the strata corporation or an owner or occupier of a strata lot.

CLAIMS ON INSURANCE POLICIES

2.10 An owner, tenant or occupant must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of either the strata corporation or a separate section.

LOCKBOXES ON COMMON PROPERTY

- 2.11** (1) An Owner must not attach a lockbox to the building exterior or to any common or limited common property.
- (2) An Owner must not allow a Realtor to attach to a Realtor lockbox to the building exterior or to any common or limited common property.

IN SUITE MAINTENANCE

2.12 It is an Owner's responsibility to ensure the dryer vents in the unit strata lot are cleaned annually, both internally and externally, and that the fire alarms are tested annually. On behalf of owners the Council will arrange annual dryer vent cleaning, for both interior and exterior portions, as well as annual testing of the alarms. An Owner wishing to have the interior of their dryer vent cleaned as part of the Council's arrangements must ensure the suite is accessible on the date announced by the Council. An Owner wishing to have the fire alarms tested as part of the Council's

arrangements must ensure the suite is accessible on the date announced by the Council. Should an Owner not provide access, either in person or through a third party, a chargeback, not to exceed \$50.00 will be applied to the Owner's account. Additionally, a fine of up to \$200.00 can be applied to the account for contravention of this bylaw.

PART III – POWERS AND DUTIES OF STRATA CORPORATION AND COUNCIL

REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

- 3.1** 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 (except for repair and maintenance that is the responsibility of a separate section under bylaw 1.5) 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:
 - The structure of a building;
 - The exterior of a building;
 - Chimneys, stairs, balconies and other things attached to the exterior of a building;
 - Doors, windows and skylights on the exterior of a building or that front on the common property;
 - 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 SIZE

- 3.2** The council must have at least 3 and not more than 7 members, and at least one of its members will be representative of the Commercial Section and at least one of its members will be a representative of the Residential Section.

COUNCIL MEMBERS' TERMS

- 3.3** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.

REMOVING COUNCIL MEMBER

- 3.4** (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

REPLACING COUNCIL MEMBER

- 3.5** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

OFFICERS

- 3.6** (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 and a vice president, and may elect a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

CALLING COUNCIL MEETINGS

- 3.7** (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

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

REQUISITION OF COUNCIL HEARING

- 3.8**
- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
 - (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
 - (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

QUORUM OF COUNCIL

- 3.9**
- (1) a quorum of the council is
 - (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3, or 4 members,
 - (c) 3, if the council consists of 5 or 6 members, and
 - (d) 4, if the council consists of 7 members.
 - (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

COUNCIL MEETINGS

- 3.10**
- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
 - (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
 - (3) Owners may not attend council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.
 - (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

VOTING AT COUNCIL MEETINGS

- 3.11** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

COUNCIL TO INFORM OWNERS OF MINUTES

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

DELEGATION OF COUNCIL'S POWERS AND DUTIES

- 3.13** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spend, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

SPENDING RESTRICTIONS

- 3.14** (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite 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.

LIMITATION ON LIABILITY OF COUNCIL MEMBER

- 3.15** (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

CONSENTS

- 3.16** (1) Any consent, approval or permission given under these bylaws by the strata council or the executive of a separate section, as the case may be, shall be revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.

PART IV – ENFORCEMENT OF BYLAWS AND RULES

MAXIMUM FINE

- 4.1** (1) The strata corporation, and each separate section with respect to any bylaw or rule that relates solely to such section, may fine an owner or tenant a maximum of
- (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.
- (2) Each owner is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation or its separate section, as the case may be, as provided for in the Act or these bylaws and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation or a separate section, as the case may be, to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the strata council or a section executive pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate contravention.

CONTINUING CONTRAVENTION

- 4.2** 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.

PART 5 – ANNUAL AND SPECIAL GENERAL MEETINGS

PERSON TO CHAIR MEETING

- 5.1** (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meetings must be chaired by the vice president of the council.
- (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.

PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS

- 5.2** (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

VOTING

- 5.3** (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (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.
- (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.
- (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.

- (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.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

ORDER OF BUSINESS

- 5.4** The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the strata corporation;
 - (j) report on insurance coverage, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year, if the meeting is an annual general meeting;
 - (l) deal with new business, including any matters about which notice has been given;
 - (m) elect a council, if the meeting is an annual general meeting;
 - (n) terminate the meeting.

ELECTRONIC ATTENDANCE AT MEETINGS

- 5.5** Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.
- (1) At the option of the strata council, attendance by persons at an annual or special general meeting may be by telephone, video conferencing or other electronic methods provided such method permits all persons participating in the meeting to communicate with each other during the meeting.
 - (2) If an annual or special general meeting is held by electronic means, the person is deemed to be present in person for the purposes of the meeting.

5.6 Quorum

- (1) Pursuant to Section 48(3) of the Strata Property Act, if, within one ¼ hour from the time appointed for an Special or special general meeting a quorum is not present in person or by proxy, those eligible voters present in person or by proxy shall constitute a quorum and the meeting shall be called to order.

PART 6 – COMMON EXPENSES

STRATA FEES

- 6.1** The strata lot's owners' contributions to the common expenses of the strata corporation shall be levied in accordance with this bylaw.

SECTION FEES

- 6.2** The contribution by any owner of a strata lot within a separate section to the expenses common to that separate section shall be levied in accordance with this bylaw.

APPORTIONMENT OF COMMON EXPENSES

- 6.3** Common expenses shall be apportioned between the Residential Section and the Commercial Section and to individual strata lots in the following manner:
 - (a) common expenses attributable to either separate section shall be allocated to that separate section and, subject to bylaw 6.5, shall be borne by the owners of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate section;
 - (b) common expenses not attributable to either separate section, shall be for the account of the Strata Corporation and shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and
 - (c) common expenses attributable to any one strata lot shall be allocated to such strata lot.

ALLOCATION BETWEEN SECTIONS

- 6.4** Without limiting the generality of bylaw 6.3 and unless otherwise determined by the executives of each of the Residential Section and the Commercial Section, acting reasonably, the following common expenses shall be allocated between the separate sections as follows:
 - (a) expenses relating to areas designated as limited common property for each of the Residential Section and the Commercial Section (such as the bicycle storage areas, lobbies, elevators and utility rooms) will be for the account of the owners of strata lots in each respective section.
 - (b) the cost of maintaining the exterior of the building (including, without limitation, the roof and all exterior doors, windows and skylights) will be for the account of the Strata Corporation;

- (c) the cost on insurance placed by the Strata Corporation will be apportioned between the two sections on the basis of the replacement value of the buildings and ancillary facilities applicable to each section;
- (d) the cost of maintaining the landscaped and other outdoor areas within the common property will be for the account of the Strata Corporation;
- (e) the cost of maintaining the parking facility will be apportioned between the two sections on the basis of the respective number of parking stalls allocated as limited common property for each separate section unless expenses are separately incurred by the separate sections and if so incurred will be allocated as set out in section 6.4(a); and
- (f) the cost of maintaining repairing and replacing the electric cars, including the cost associated with the parking stalls for same, and the cost of operating the electric cars, including the cost associated with the parking stalls for same, shall be paid by the Residential Section only.

EXPENSES ATTRIBUTABLE TO LIMITED COMMON PROPERTY

6.5 Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property shall be borne equally by the owners of the strata lots entitled to use the limited common property.

APPORTIONMENT WITHIN A SECTION

6.6 Common expenses attributable to the strata lots in a separate section shall be apportioned by the executive of that separate section in the following manner:

- (a) Common expenses except electricity shall be allocated to all strata lots in the separate section and shall be borne by the owners in that section in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in that section or as otherwise set out in the current budget of that separate section. If a strata lot shall require a utility or other service not supplied to all lots the cost shall not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot the cost of such utility shall be apportioned and charged to the strata lot by the executive of the separate section, on such reasonable basis as it shall determine.
- (b) The cost to each owner of a strata lot of the electrical power supplied to it if not separately metered for that strata lot shall be borne by the owners in the proportion that the unit entitlement of their strata lot bears to the aggregate unit entitlement of all strata lots in that section.

PART 7 – BYLAWS APPLICABLE TO RESIDENTIAL STRATA LOTS

USE OF PROPERTY

7.1 An owner of a residential strata lot shall not:

- (a) use, or permit any occupant of his strata lot to use, his strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 pm and 7:00 am or that encourages loitering by persons in or about the strata lot or common property.

- (b) make, cause or produce or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other owner or occupant;
- (c) use, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
- (d) obstruct or use, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant 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.
- (e) leave, or permit any occupant of his strata lot or any guest employee, agent or invitee of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council.
- (f) use, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules and regulations made by the strata corporation from time to time.
- (g) shake, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;
- (h) do, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (i) permit a condition to exist within his strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (j) allow his strata lot to become unsanitary or a source of odour;
- (k) feed, or permit an occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in his strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet shall be fed only in his strata lot;
- (l) install, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of this strata lot which are different in size or colour from those of the original building specifications;
- (m) hang or display, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building.

- (n) use or install, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant use or install, in or about the strata lot any shades, awnings, window or balcony guards or screen ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the strata council;
- (o) erect on or fasten to, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto;
- (p) place, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (q) place, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or balcony except free-standing, self-contained planter boxes, summer furniture and accessories (subject to bylaw 7.2) nor install, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any hanging plants or baskets or other hanging items within three feet of a balcony railing line;
- (r) give, or permit any occupant of his strata lot to 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 employee, contractor, occupant or guest of the strata lot permitted by these bylaws; and
- (s) use the electrical cars except as set out in the 219 covenant registered against the property and except as permitted by any other rules or regulations as determined by the strata council for the use of the electric cars.

USE OF LIMITED COMMON PROPERTY

7.2 Owners of residential strata lots which do not have enclosed balconies shall not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed.

GARBAGE DISPOSAL

7.3 An owner of a residential strata lot shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied before so depositing and the owner shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.

BICYCLES, STORAGE AND PARKING

7.4 (1) Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on the balconies or patios; instead, they shall be stored within the owner's designated storage locker in the underground parking facility or such other area as may

be prescribed by the strata council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.

- (2) Any owner, tenant, occupant of a strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
- (3) An owner, tenant or occupant of a residential strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the strata council.
- (4) An owner of a residential strata lot shall not:
 - (a) use, or permit any occupant of his strata lot to use, any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
 - (b) carry out, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
 - (c) rent or lease the parking space assigned by the strata corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
 - (d) park, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway to the common property or on any limited common property.
 - (e) park, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle in the parking spot designated as the visitors handicapped parking stall unless such person is physically handicapped and their vehicle displays a decal that the person is so handicapped.
 - (f) use, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the strata council.
- (5) An owner, tenant or occupant of a residential strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property as a result of any activity prohibited by bylaw 7.4(4)(b).
- (6) The owner's of the residential strata lots shall always maintain one of the visitor parking stalls as common property designated for the use of physically handicapped person

parking as required by a covenant registered against the Title of such Strata Lots in favour of the City of Burnaby.

MOVE IN/MOVE OUT

- 7.5** (1) The strata corporation may regulate the times and manner in which any moves into or out of residential strata lots may be made and require that such moves be coordinated with the manager of the building at least 7 days in advance of such moves, or such lesser period as the strata council may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant or occupant, or any guest, employee, agent or invitee of the owner or his tenant or an occupant of the strata lot, to carry out, any move into or out of his strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, the owner will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly assessment payable by such owner.
- (2) An owner of a residential strata lot must notify the strata corporation in advance of the date and time that the owner or an occupant of his or her strata lot will be moving into or out of the strata lot.

RENTALS

- 7.6** (1) Before a tenant may move into any strata lot, the owner shall deliver or cause to be delivered to the strata corporation a "Form K – Notice of Tenant's Responsibilities" in the form set out in the Act, signed by the tenant.
- (2) An owner shall advise the strata council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven (7) days in advance and shall make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 7.5.

SELLING OF STRATA LOTS

- 7.7** (1) An owner of a residential strata lot, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose.
- (2) An owner of a residential strata lot, when selling his strata lot, will not hold or permit to be held, any public open house except in the matter prescribed by the strata council. One open house for agents will be allowed per listing. Unless the strata council otherwise prescribes, all showings must be by appointment only.

RESIDENTIAL EXECUTIVE SIZE

- 7.8** (1) The executive of the Residential Section must have at least 3 and not more than 7 members.
- (2) A member of the section executive is eligible for election to the strata corporation's council.

EXECUTIVE MEMBERS' TERMS

- 7.9** (1) The term of office of a member of the executive ends at the end of the annual general meeting at which the new executive is elected.
- (2) A person whose term as a member of the executive is ending is eligible for reelection.

REMOVING EXECUTIVE MEMBERS

- 7.10** (1) The Residential Section may, by a resolution passed by a majority vote at a meeting of the Residential Section, remove one or more members from the executive.
- (2) After removing a member from the executive, the Residential Section must hold an election at the same meeting to replace the member for the remainder of the term.
- (3) No person may stand for the executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot.

REPLACING EXECUTIVE MEMBERS

- 7.11** (1) If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the executive.
- (3) The executive may appoint a member under this section even if the absence of the member being replaced leaves the executive without a quorum.
- (4) If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Residential Section may hold a meeting to elect a new executive by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

EXECUTIVE OFFICERS

- 7.12** (1) At the first meeting of the executive held after each annual general meeting of the Residential Section, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

CALLING EXECUTIVE MEETINGS

- 7.13** (1) Any member of executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) An executive meeting may be held on less than one week's notice if
- (a) all executive members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all executive members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

REQUISITION OF EXECUTIVE HEARING

- 7.14** (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.
- (2) If a hearing is requested under subsection (1), the executive must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

QUORUM OF EXECUTIVE

- 7.15** (1) A quorum of the executive is
- (a) 1, if the executive consists of one member,
 - (b) 2, if the executive consists of 2, 3 or 4 members,
 - (c) 3, if the executive consists of 5 or 6 members, and
 - (d) 4, if the executive consists of 7 members.
- (2) Executive members must be present in person at the executive meeting to be counted in establishing quorum.

EXECUTIVE MEETINGS

- 7.16** (1) At the option of the executive, executive meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.
- (2) If an executive meeting is held by electronic means, executive members are deemed to be present in person.
- (3) Owners may attend executive meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of executive meetings that deal with any of the following:

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

VOTING AT EXECUTIVE MEETINGS

- 7.17** (1) At executive meetings, decisions must be made by a majority of executive members present in person at the meeting.
- (2) If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

EXECUTIVE TO INFORM OWNERS OF MINUTES

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

DELEGATION OF EXECUTIVE'S POWERS AND DUTIES

- 7.19** (1) Subject to subsections (2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
- (2) The executive may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The executive 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.

SPENDING RESTRICTIONS

- 7.20** (1) A person may not spend the Residential Section's money unless the person has been delegated the power to do so in accordance with these bylaws.

- (2) Despite subsection (1), an executive property which has been designated for the use of the Residential Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

LIMITATION ON LIABILITY OF EXECUTIVE MEMBER

- 7.21** (1) An executive member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the executive.
- (2) Subsection (1) does not affect an executive member's liability, as an owner, for a judgement against the strata corporation.
 - (3) Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, shall be revocable at any time upon reasonable notice.

SMALL CLAIMS COURT

- 7.22** Notwithstanding any provision of the Act, the Residential Section may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the Residential Section, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.

SHORT-TERM ACCOMMODATION

7.23

- (1) A Residential Strata Lot must not be used for short-term accommodation purposes, such as a bed-and-breakfast, lodging house, hotel, time share, or vacation rental. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a Residential Strata Lot.
- (2) For the purpose of this Bylaw, "short-term" is defined as a period of less than 30 days.
- (3) The Strata Corporation is authorized to utilize the security cameras and access control systems for the purpose of gathering information related to potential contravention of Bylaw 42 (all inclusive).
- (4) No access control devices (fobs, remotes) or common area keys may be given to non-residents. Residents are defined as Owner occupiers and Tenants with a Form K registered to the Strata Corporation. Owner-Landlords may retain access devices.
- (5) The Strata Corporation may fine an owner up to \$1,000 for the contravention of Bylaw 42 (inclusive). The strata corporation may fine an Owner on a daily basis for breach of Bylaw 42 (inclusive), if an activity or lack of activity that constitutes a contravention the bylaw continues.

PARKING

7.24

- (1) Residents are not permitted to park in visitor parking. Only visitors of Owners and Residents are permitted to park in visitor parking.
- (2) Vehicles without a parking pass are subject to immediate towing.
- (3) Only one (1) digital parking pass is issued and valid per suite.
 - a) Permission to display extended or multiple passes are the only exceptions.
- (4) Vehicles cannot park in visitor parking for more than three (3) consecutive twenty-four (24) hour periods.
- (5) Vehicles must not return after the three (3) consecutive twenty-four (24) hour period until one (1) additional twenty-four (24) hour time period has elapsed.
- (6) Vehicles are allowed twelve (12) twenty-four (24) hour periods in visitor parking per month maximum.
- (7) Parking passes are valid for twenty-four (24) hours only.
 - a) Time starts and runs continuously when a pass is activated.
 - b) Vehicles have in/out privileges and can park in another stall during valid pass time.
 - c) Passes must be renewed after twenty-four (24) hours if additional parking time is required.
- (8) Violation penalties issued in the name of the strata owner associated with the vehicle
 - a) (1st) First infraction = \$50.00 fine and no towing.
 - b) (2nd) Second infraction = \$100.00 fine and vehicle is towed at the Owner's expense.
 - c) (3rd) Third infraction = \$200.00 fine and vehicle is towed at the Owner's expense.

ELECTRIC VEHICLE CHARGING

7.25 Electric Vehicle Charging

- (1) An owner, tenant, occupant or visitor must not park a vehicle in a common property parking stall with an electric vehicle charging station (an "EVCS Parking Stall") without first registering the vehicle with the strata corporation by providing the make, model and licence plate number of their vehicle.
- (2) An owner, tenant, occupant or visitor must:
 - (a) not park in an EVCS Parking Stall unless charging an electric vehicle;
 - (b) remove a vehicle from the EVCS Parking Stall within 30 minutes of the vehicle becoming fully charged;
 - (c) pay the strata corporation a user fee of \$1.50 per hour for the electricity consumption of the EVCS Parking Stall, as determined by the meter installed in the EVCS Parking Stall used to measure such consumption (which may be payable via a third party phone application, as determined by the strata council from time to time);
 - (d) pay the strata corporation a flat \$50 monthly fee for the electricity consumption of any EVCS Parking Stalls which do not have the capability to be payable via a third party phone application.
 - (e) remove the vehicle from the EVCS Parking Stall during an emergency power shut down, planned power outage, or required maintenance.

- (d) pay the strata corporation a flat ***\$30 monthly fee*** for the electricity consumption of any EVCS Parking Stalls which do not have the capability to be payable via a third party phone application.
- (3) Any vehicle parked in a designated EVCS stall in contravention of these bylaws will be towed at the vehicle owner's expense.
- (4) An owner user will be responsible for any damage to the EVCS facilities or to any regular common property outlet that may result, directly or indirectly, from their abuse, neglect or misuse or that of their tenant or occupant.
- (5) An owner, tenant or occupant who uses a regular (120V) common property electrical outlet to charge a vehicle must pay a user fee to the strata corporation of \$25 per calendar month, payable on the first day of each month.

7.26 Air Conditioning Units

- (1) A Residential Strata Lot owner must obtain the written approval of the strata corporation to install an air conditioning unit or heat pump ("AC unit") within their strata lot or on any common property including limited common property. The only type of AC unit that is currently permitted for installation in a Residential Strata Lot is a "mini-split" ductless AC unit. Notwithstanding the foregoing, an owner or tenant may use a portable air conditioner to cool a strata lot without strata council approval, provided that it is located fully within the strata lot and does not require any alteration of the building envelope or other common property.
- (2) The strata corporation may require the following as conditions of its approval of an AC unit installation:
 - (a) a complete summary of the proposed installation, including a description and the specifications of the equipment to be installed, the method of installation, and the intended location of the installation, which must comply with the strata council's guidelines for AC unit installations as updated from time to time;
 - (b) any external compressor/condenser component of the AC unit must not be suspended from the exterior of the building, or hung or set upon a balcony railing, and must be placed on an anti-vibration mat or pad;
 - (c) without limiting the foregoing, any external component of the AC unit must match the aesthetic design of the building exterior and must be as discreet as reasonably possible so as to not detract from the overall appearance of the building, in the sole discretion of the strata council;
 - (d) the AC unit must be installed such that condensation is drained into an interior drain, as designed by a licensed plumber approved by the strata corporation, or into a balcony, patio or deck drain where possible, or as otherwise specified by council;
 - (e) the AC unit must be installed by a licensed and insured professional installer with WorkSafe BC coverage, and the owner must provide the strata council a copy of the installer's name, contact information and proof of licence, insurance and WorkSafe BC coverage, along with any permits required by the municipality pertaining to the installation;
 - (f) any electrical work necessary to install the AC unit must be performed by a certified and insured electrician with WorkSafeBC coverage, and the owner must obtain an electrical permit where required, and provide a copy of the permit to

- the strata council along with the electrician's name and contact information, proof of insurance and WorkSafe BC coverage;
- (g) the AC unit must not generate sound levels exceeding 50 decibels, as measured at the point of the outdoor condenser/compressor, and must be serviced and maintained by the owner as necessary to ensure that it does not exceed that maximum;
 - (h) the owner of the strata lot must enter into a written assumption of liability agreement taking responsibility for any expense related to the AC unit and the alteration required to install the AC unit;
 - (i) any other restriction or requirement that the strata council may impose, at its sole discretion, as a condition of its approval.
- (3) An owner, tenant or occupant who alters the common property or a strata lot without adhering strictly to this bylaw, must restore, at the owner's sole expense, the common property or a strata lot to its condition prior to the alteration. If the owner, tenant or occupant refuses or neglects to restore the property to its original condition, the strata corporation may conduct the restoration at the expense of the strata lot owner.

PART 8 – BYLAWS APPLICABLE TO COMMERCIAL STRATA LOTS

ELECTRICAL CARS

- 8.0** The owner of a non-residential strata lot shall not use or permit any of such owner's tenants, invitees, employs or persons such owner is at law responsible for to use the electric cars.

GARBAGE DISPOSAL

- 8.1** The owner of a non-residential strata lot shall remove or cause to be removed all refuse and garbage from their strata lots and deposit it or cause it to be deposited in the containers provided by the Commercial Section for that purpose.

SIGNS AND DISPLAYS

- 8.2** The owner of a nonresidential strata lot will be permitted to install signs or notices within a nonresidential strata lot so as to be visible from the exterior or such strata lot and on the exterior of such strata lot, on the condition that the size and design of such signs or notices (i) have received the approval of the strata corporation, acting reasonably, (ii) have received any approval required from applicable governmental authorities, and (iii) are in keeping with the overall presentation of the development in terms of quality, design and colour. All such signs and notices shall be installed and maintained at the sole expense and risk of the owner of a nonresidential strata lot and such owner shall take out and maintain insurance for such signage as a reasonable owner displaying similar signage would obtain.

AWNINGS

- 8.3** The owner of a nonresidential strata lot will be permitted to install awnings within and attach the same to the common property around the outside perimeter of a nonresidential strata lot which face the city street, on the condition that the plans for such awnings (i) have received the written

approval of the strata corporation, acting reasonably (ii) have received any approvals required from applicable governmental authorities, and (iii) depict awnings which are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any awning installed as aforesaid will be maintained in good condition on an ongoing basis and the responsibility for such maintenance (including obtaining and maintaining appropriate insurance) will be solely for the account of the owner of a nonresidential strata lot.

COMMERCIAL EXECUTIVE SIZE

- 8.4** (1) The executive of the Commercial Section must have at least 2 and not more than 4 members.
- (2) A member of the section executive is eligible for election to the strata corporation's council.

EXECUTIVE MEMBERS' TERMS

- 8.5** (1) The term of office of a member of the executive ends at the end of the annual general meeting at which the new executive is elected.
- (2) A person whose term as member of the executive is ending is eligible for reelection.

REMOVING EXECUTIVE MEMBERS

- 8.6** (1) The Commercial Section may, by a resolution passed by a majority vote at a meeting of the Commercial Section, remove one or more members from the executive.
- (2) After removing a member from the executive, the Commercial Section must hold an election at the same meeting to replace the member for the remainder of the term.
- (3) No person may stand for the executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot.

REPLACING EXECUTIVE MEMBERS

- 8.7** (1) If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the executive.
- (3) The executive may appoint a member under this section even if the absence of the member being replaced leaves the executive without a quorum.
- (4) If all members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Commercial Section may hold a meeting to elect a new executive by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

EXECUTIVE OFFICERS

- 8.8** (1) At the first meeting of the executive held after each annual general meeting of the Commercial Section, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

CALLING EXECUTIVE MEETINGS

- 8.9** (1) Any member of executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) An executive meeting may be held on less than one week's notice if
- (a) all executive members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all executive members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

REQUISITION OF EXECUTIVE HEARING

- 8.10** (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.
- (2) If a hearing is requested under subsection (1), the executive must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

QUORUM OF EXECUTIVE

- 8.11** (1) A quorum of the executive is
- (a) 2, if the executive consists of 2 or 3 members, and
 - (c) 3, if the executive consists of 4 members.

- (2) Executive members must be present in person at the executive meeting to be counted in establishing quorum.

EXECUTIVE MEETINGS

- 8.12** (1) At the option of the executive, executive meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.
- (2) If an executive meeting is held by electronic means, executive members are deemed to be present in person.
 - (3) Owners may attend executive meetings as observers.
 - (4) Despite subsection (3), no observers may attend those portions of executive meetings that deal with any of the following:
 - (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

VOTING AT EXECUTIVE MEETINGS

- 8.13** (1) At executive meetings, decisions must be made by a majority of executive members present in person at the meeting.
- (2) If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.
 - (3) The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

EXECUTIVE TO INFORM OWNERS OF MINUTES

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

DELEGATION OF EXECUTIVE'S POWERS AND DUTIES

- 8.15** (1) Subject to subsections (2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
- (2) The executive may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
 - (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and

- (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The executive 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.

SPENDING RESTRICTIONS

- 8.16** (1) A person may not spend the Commercial Section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), an executive member may spend the Commercial Section's money to repair or replace limited common property which has been designated for the use of the Commercial Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

LIMITATION ON LIABILITY OF EXECUTIVE MEMBER

- 8.17** (1) An executive member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the executive.
- (2) Subsection (1) does not affect an executive member's liability, as an owner, for a judgement against the strata corporation.
- (3) Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, shall be revocable at any time upon reasonable notice.

SMALL CLAIMS COURT

- 8.18** Notwithstanding any provision of the Act, the Residential Section may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the Commercial Section, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.

BYLAW RESTRICTIONS

- 8.19** (1) The strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a nonresidential strata lot from fully utilizing a nonresidential strata lot for commercial purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time, provided that the activity carried on in a commercial strata lot is not a breach of these bylaws.

- (2) The strata corporation will not pass any bylaws or rules which restrict the hours of operation of any business carried on within a nonresidential strata lot.
- (3) The strata corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of the owner or occupant of a nonresidential strata lot from leasing, subleasing, granting a licence, entering into any lease, sublease, or licence agreement with respect to the use of a nonresidential strata lot.

PART 9 – VOLUNTARY DISPUTE RESOLUTION

VOLUNTARY DISPUTE RESOLUTION

- 9.1**
- (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
 - (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
 - (2) A dispute resolution committee consist of
 - (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
 - (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

PART 10 – MARKETING ACTIVITIES BY OWNER DEVELOPER DISPLAY LOT

MARKETING ACTIVITIES

- 10.1**
- (1) During the time that the owner developer of the strata corporation is a first owner of any units, it shall have the right to maintain any unit or units, whether owned or leased by it, as a display unit or units, and to carry on sales functions, including, without limitation, placing and displaying of signs, the advertising and holding of special promotions and open houses and other marketing events it considers necessary in order to enable it to sell the units.

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