

1. Contact

Document Fees: \$30.53

**Proline Management Ltd.  
20 Burnside Road West - Suite 201  
Victoria BC V9A 1B3  
250-475-6440**

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-I Amendment to Bylaws**

3. Description of Land

PID/Plan Number

Legal Description

**EPS5011**

**THE OWNERS, STRATA PLAN EPS5011**

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Marnie Gunther  
QKY7MA**

Digitally signed by  
Marnie Gunther QKY7MA  
Date: 2023-02-28  
10:13:36 -08:00

Strata Property Act

FORM I

AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan EPS5011 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with Section 128 of the Strata Property Act at an Annual General Meeting held on February 15, 2023.

**Resolution:**

**BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS STRATA PLAN EPS5011, that bylaw 39.6 be amended as follows:**

- 39.6 There are currently thirty-two (32) cameras in operation in the public areas of the Strata Corporation:
- (a) Entry stairwell,
  - (b) North entry stairwell,
  - (c) Front external lobby (in front of the locked door),
  - (d) Underground elevator lobby, ~~and~~,
  - (e) Cameras in each hallway on the 1st, 2nd, 3rd, 4th, and 5th floor,
  - (f) Inside the bike room, and
  - (g) Inside the elevator

A revised set of bylaws, incorporating these amendments, is attached.



\_\_\_\_\_  
Signature of Council Member



\_\_\_\_\_  
Signature of Second Council Member

Date: Feb 22, 2023

## DEFINITIONS AND INTERPRETATIONS USED IN BYLAWS

1. **Strata Corporation** means a strata corporation as established under section 2 of the BC Strata Property Act (SBC 1998). A strata corporation is established when the strata plan was deposited in a land title office. The owners of the strata lots in the strata plan are members of the strata corporation under the name "The Owners, Strata Plan
2. The **Strata Council** provides governance of the Strata Corporation and is elected each year at an Annual General meeting.
3. **Common Property** means all the land and roadways belonging to the Strata Corporation and includes:
  - (a) that part of the land and buildings shown on a strata plan that is not part of a strata lot, and
  - (b) pipes, wires, cables, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located:
    - i) within a floor, wall or ceiling that forms a boundary.
      - (1) between a strata lot and another strata lot;
      - (2) between a strata lot and the common property, or
      - (3) between a strata lot or common property and another parcel of land, or
    - ii) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property.
4. **Limited Common Property** means common property designated for the exclusive use of the owners of one or more strata lots.

**Examples:** patios, balconies.
5. **Strata lot** means a residential space, privately owned, for the exclusive use of the owners.
6. **Owner** means a person, or persons who is shown in the register of a land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the person's right, or in a representative capacity, unless there is a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale.
7. **Occupant** means a person, other than the owner who occupies a strata lot.
8. **Annual General Meeting (AGM)** is a meeting where a percentage of the owners meet to review the Strata Corporation's accounts for the past year, elect a strata council, and approve fiscal plans for the upcoming year.
9. **Special General Meeting** is a meeting held on request to deal with one or more specific items of significant importance that cannot wait until the next scheduled AGM.

10. **Majority vote** means a vote in favor of a resolution by more than V2 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken, and who have not abstained from voting.
11. **% Vote** means a vote in favor of a resolution by at least % of the votes cast by eligible voter who are present in person or by proxy at the time the vote is taken, and who have not abstained from voting.
12. **Strata Property Act (SPA)** refers to the Strata Property Act, S.B.C. 1998 and the Strata Property Act Amendment Act, 1999, S.B.C. 1999, along with amendments up to 2018.
13. **Standard Bylaws** refers to the Schedule of Standard Bylaws set out in the Strata Property Act.
14. **Regulations** refer to the Strata Property Act, Strata Regulation, effective July 1, 2000
15. **Bylaws** are registered statutes that set out how the strata corporation regulates itself, as provided under the authority of the Strata Property Act. The Bylaws of this strata are registered with the Victoria Land Titles Office.
16. **Rules** are strata corporation policies that govern the use, safety and condition of the common property. These are not registered with the Bylaws. A rule must be ratified by the owners at the first annual general meeting after it has been passed, after which it remains in effect until amended or repealed. If it is not ratified at the first AGM, it is void.

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## **BYLAWS- NEWPORT VILLAGE COURTENAY**

### **EPS5011**

#### **DIVISION 1— DUTIES OF OWNERS, OCCUPANTS AND VISITORS**

##### **1. PAYMENT OF STRATA FEES**

- 1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.2 (a) A new resident moving into the strata corporation must pay a one-time, non-refundable move in fee of \$150.00 to the strata corporation.  
(b) Notwithstanding section 1.2(a) the strata corporation reserves the right to assess additional damage fees to any resident found to have caused damage to the common property.
- 1.3 Cheques returned non-sufficient funds, stop payment or account closed, will be charged a fee of \$20.00.

##### **2. NON-PAYMENT OF STRATA FEES OR SPECIAL ASSESSMENTS**

- 2.1 The strata council is authorized, at its discretion, to assess fines and/or interest upon an owner for any strata fees over 30 days in arrears.
- 2.2 The strata council is authorized, at its discretion, to assess fines and/or interest upon an owner for any special assessment over seven days in arrears.
- 2.3 Fines contemplated in subsection 2.1 and 2.2 may be assessed for each seven-day period that the strata fees or special assessment is in arrears.

##### **3. REPAIR AND MAINTENANCE OF PROPERTY BY OWNER**

- 3.1 An owner must repair and maintain the owner's strata lot, including doors and windows that front on a strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- 3.2 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.
- 3.3 An owner is responsible for and must repair and maintain any alterations made to their strata lot or adjoining common or limited common property, which they have the benefit of, and were made by them or a previous owner.

##### **4. USE OF PROPERTY**

- 4.1 (a) Each strata lot shall be used exclusively as a private single family residence.

- (b) An owner, tenant, occupant, or visitor must not use a strata lot, common assets, limited common property, or the common property in a way that:
  - (i) causes nuisance or hazard to another person;
  - (ii) causes unreasonable noise;
  - (iii) unreasonably interferes with the rights of other persons to use and enjoy the common property or another strata lot;
  - (iv) is illegal; or
  - (v) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan;
  - (vi) use the strata lot for any purpose which involves undue traffic or noise in or about the strata lot, limited common property or common property or that encourages loitering by persons in or about the strata lot or common property;
  - (vii) make, cause, or produce undue noise, smell, vibration, or glare in or about any strata lot, limited common property or common property or do anything which will interfere unreasonably with any other resident;
  - (viii) allow a strata lot to become unsanitary or a source of odor;
  - (ix) use or install in or about a strata lot any shades, awnings, window or balcony guards, ventilators, supplementary heating or air condition devices, except those installations approved in writing by the council;
  - (x) fasten to the strata lot, the common property or any limited common property any television or radio antenna, satellite dish or similar structure or appurtenance thereto;

4.2 An owner, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, limited common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws, or insure under section 149 of the SPA.

4.3 At least twice per fiscal year, an owner must inspect their limited common property (including balcony railings and balcony flooring) for damage or repairs and must advise the strata council in writing of any damage or repairs needed.

4.4 Laundry shall not be hung out to dry on balconies or patios.

4.5 The exterior facing of all window coverings must be a neutral color.

4.6 The maximum number of permanent residents of a strata lot shall not exceed two persons per bedroom.



- 4.7 Garage sales and flea markets are not permitted in a strata lot, on common or limited common property.
- 4.8 Patios and balconies shall not be used for storage of garbage or any other form of debris.
- 4.9 Subject to the requirements of the City of Courtenay Fire Department, only propane or electric BBQ's are permitted on limited common property or on common property.
- 4.10 An owner or occupant must not feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, or install a bird feeder of any form on the outside of a strata lot, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot.
- 4.11 An, owner or occupant must not build composting piles, or use composting containers or devices.
- 4.12 An owner or occupant shall not conduct significant repairs, modifications, maintenance or servicing to a motor vehicle, recreational vehicle or boat and trailer on limited or common property.
- 4.13 Owners or occupants must promptly and at their own expense clean up any oil or other substance which spills or leaks onto common or limited common property.
- 4.14 No owner shall place, on common property, an object that will interfere with the duties of the landscaper.
- 4.15 Any material other than ordinary household refuse and garbage must be removed from the common property or the owner's strata lot by the owner and at the owner's expense.
- 4.16 An owner, tenant, occupant or visitor shall at all times treat in a respectful manner, and at no time shall use abusive language, threats, intimidation tactics or bullying against strata council members, other owners, sub trades or the strata corporation or the strata manager.
- 4.17 In the event that an owner, tenant, occupant or visitor alters common property, limited common property or a strata lot, in a manner that will increase the operating costs of the Strata Corporation, the owner of the offending strata lot shall reimburse the Strata Corporation for all additional operating costs.
- 4.18 Festive occasion lights may be hung from balconies without damaging any part of the building envelope, beginning three weeks before and up to two weeks after the festive occasion.
- 4.19 Only artificial Christmas trees are permitted in the building.
- 4.20 In the event that an action or inaction of an owner, tenant, occupant, or visitor increases the operating costs of the strata corporation, the owner of the offending strata lot shall reimburse the strata corporation for the increased costs.

4.21 An owner, tenant or occupant must notify the Strata Corporation of a move in or move out of the building and must reserve the elevator in advance.

## **5. PETS**

5.1 A resident must not keep a pet on a strata lot other than one or more of the following:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged mammals;
- (c) up to two caged birds;
- (d) up to two dogs or two cats or one of each (maximum two per strata lot).

5.2 A resident must not keep exotic pets, including not exhaustively, snakes, reptiles, spiders, rodents, or larger members of the cat family.

5.3 An owner, tenant or occupant of a strata lot who houses or keeps a pet on a strata lot, either permanently or temporarily, must register such pet(s) (a "Registered Pet") with the Strata Corporation within 7 days of the pet residing on the strata lot (or the passage of this bylaw) by providing a written notice, including the name, breed, colour and markings of the pet(s), 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 any requisite license number of the pet(s).

5.4 A resident or visitor must not permit a loose or unleashed Registered Pet (leashes cannot exceed six feet in length) at any time on the common property or limited common property. Registered Pets must always be under the control of a responsible adult when on common property or limited common property.

5.5 An owner, tenant or occupant must make reasonable efforts to ensure that his or her pet does not urinate or defecate on the common property or on any limited common property and forthwith remove all of his or her pet's waste from the common property or limited common property.

5.6 If, in the opinion of Council, any special cleaning or floor covering replacement is required as a result of a pet urinating or defecating, the owner of the strata lot in which the pet has been housed must pay all costs of such special cleaning or floor covering replacement.

5.7 An owner, tenant or occupant must ensure that his or her visitors who bring a pet on the common or limited common property comply with the bylaws.

5.8 An owner, tenant or occupant must not keep a Registered Pet which is a nuisance on a strata lot, on common property or on limited common property. If a resident has a pet which is not a Registered Pet or if, in the opinion of council, the Registered Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or limited common property, including but not limited to excessive barking, aggressive behaviour and repeated episodes of defecation and/or urination on common property or limited common property, the council may order such pet to be removed permanently from the strata lot, the common property or limited common property or all of them.

5.9 If an owner, tenant, or occupant contravenes this bylaw, the owner of the strata lot will be subject to fines in accordance with these bylaws.

## **6. INFORM STRATA CORPORATION**

6.1 Within two (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, as well as a phone number and email address.

6.2 Within one week of a tenant taking possession of a strata lot, the owner of the strata lot must inform the strata corporation of the tenant's name and phone number and email address.

6.3 Prior to a tenant taking possession of a strata lot, an owner must provide the strata corporation with a signed Form K as prescribed in the SPA.

## **7. OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT**

7.1 An owner must obtain the written approval of the Strata Corporation and if required by the City of Courtenay, a permit before making an alteration to a strata lot or limited common property that involves any of the following:

- (a) the structure of a building;
- (b) the exterior of a 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;
- (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) those parts of the strata lot which the Strata Corporation must insure under section 149 or the SPA.
- (h) significant betterments to the strata lot which may affect the structure of the unit, including but not limited to construction of or removal of interior walls;

7.2 No owner may change the flooring in their strata lot without first securing the prior written approval of the strata council.

7.3 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 and also sign a waiver agreement releasing the Strata Corporation of any liability and future maintenance expenses of the addition or alteration.

7.4 A resident must not do any act, nor alter a strata lot, in any manner which in the opinion of the council will alter the exterior appearance of the building. Without limiting the generality of the foregoing, no metalized or reflective coatings are permitted on glass windows, doors or woodwork.

## **8. OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY**

- 8.1 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.
- 8.2 Any substantial alteration proposed, that has not previously been approved for a strata lot, must be brought to the owners of the strata corporation for a vote. The proposed alteration must receive a majority vote in favor prior to receiving council approval.
- 8.3 The Strata Corporation must require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and sign a waiver agreement releasing the Strata Corporation of any liability and future maintenance expenses of the addition or alteration.

## **9. PERMIT ENTRY TO STRATA LOT**

- 9.1 An owner, 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;
    - (i) to inspect, repair or maintain common property, common assets, limited common property 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 SPA.
    - (ii) to ensure compliance with the SPA and the bylaws.
- 9.2 The notice referred to in subsection 9.1 (b) must include the date and approximate time of entry, and the reason for entry.
- 9.3 In the event that entry is not gained when requested under subsection 9.1 (b), and there is an additional cost for a contractor to revisit the strata lot, the owner of the strata lot shall reimburse the strata corporation for the additional cost.
- 9.4 If authorization cannot be obtained, then the person authorized by the strata corporation to enter the strata lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the strata lot owner.

## **10. INSURANCE**

- 10.1 All owners in owner occupied strata lots must have their own contents and liability insurance.
- 10.2 All tenants must have their own contents and liability insurance.
- 10.3 All investment owners must have their own liability insurance.

10.4 An owner shall reimburse the Strata Corporation maintenance, repair or replacement costs plus any losses or damages to an owner's strata lot, common property, limited common property or the contents of same if:

1. that owner is responsible for the loss or damage; or
2. if the loss or damage arises out of, or is caused by or results from an act, omission, negligence or carelessness of
  - (a) that owner; or
  - (b) any member of the owner ' s family; or
  - (c) the owner's pet (s); or
  - (d) the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets;

but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner.

10.5 Loss Assessments

1. If, resulting from the violation of any of these bylaws, there are costs to the strata corporation to remedy or repair, the owner of the offending strata lot shall be assessed for all costs incurred by the corporation.
2. An owner is responsible for the actions of itself, its tenants, its visitors or occupants and shall reimburse the strata corporation for the costs to repair or replace any damage or loss to common property, limited common property or a strata lot due to their act, negligence or carelessness in which the damage or loss is not covered by the strata corporation's insurance.
3. In the event of a loss or damage to the common property, limited common property or any strata lot that gives rise to a claim under the strata corporation's insurance policy, the owner of the strata lot where the loss originated shall reimburse the strata corporation and the owners of any other affected strata lots for the deductible of their insurance policies. Should said loss not incur a claim on an insurance policy, the owner of the strata lot where the loss originated shall pay the full cost of repair or replacement.
4. In the event that there is a claim on the corporation's insurance policy that cannot be charged back to an owner, and the deductible is in excess of the funds available to the corporation, the council shall perform a loss assessment of all owners to cover the deductible.
5. All assessments under this bylaw are due and payable in full within 30 days of receipt of notice from council.

## DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION

### 11. REPAIRS AND MAINTENANCE OF PROPERTY

11.1 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, 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 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, 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;

#### 11.2 Limitation to Responsibility

Despite anything in Bylaw 8.1, the Strata Corporation is not obligated to maintain, repair or replace any improvements or alterations made by an owner or former owner to a strata lot, their limited common property, or the common property or any improvements or alterations in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the current owner of the strata lot which has the benefit of such improvement.

## **DIVISION 3 - COUNCIL**

### **12. COUNCIL**

- 12.1 Subject to subsection 12 (2), the council must have at least three and not more than seven members.
- 12.2 (a) The following persons are eligible to be elected and sit as council members:
- (i) owner's
  - (ii) an owner 's spouse who is not registered on title;
  - (iii) an owner's partner in a common law relationship, which does not include a business partner;
- (b) No person may stand for council or continue to be on council if the Strata Corporation is entitled to register a lien against the strata lot under section 116(1) of the SPA, is in arrears of strata fees, special levy's or owes fines.
- (c) Only one person is eligible to run for election as a Strata Council member at any one time with respect to a particular Strata Lot.

### **13. COUNCIL MEMBER'S TERMS**

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

### **14. REMOVING COUNCIL MEMBER**

- 14.1 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.
- 14.2 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.
- 14.3 No person may stand for council or continue to be on council with respect to a strata lot, if such person is in contravention of any of these bylaws.

### **15. REPLACING COUNCIL MEMBER**

- 15.1 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.
- 15.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 15.3 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.

- 15.4 If all the members of the council resign or are unwilling or unable to act for a period of two months or more, persons holding at least 20% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provision of the SPA, the regulations and the bylaws respecting the calling and holding of meetings.

**16. OFFICERS**

- 16.1 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.
- 16.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 16.3 The vice president has the power 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.
- 16.4 If an officer other than the president is unwilling or unable to act for a period of two months or more, the council members may appoint a replacement officer from among themselves for the remainder of the term.

**17. CALLING COUNCIL MEETINGS**

- 17.1 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.
- 17.2 The notice does not have to be in writing.
- 17.3 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.

**18. QUORUM OF THE COUNCIL**

- 18.1 A quorum of council is a majority of council members present in person or by electronic means, at the meeting.

**19. COUNCIL MEETINGS**

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



- 19.2 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 19.3 Owners may attend council meetings as observers.
- 19.4 Despite subsection 19 (3), no observers may attend those portions of council meetings that deal with any of the following:
  - (a) bylaw contravention hearing under section 135 of the SPA;
  - (b) rental restriction bylaw exemption hearings under section 144 of the SPA;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

## **20. VOTING AT COUNCIL MEETINGS**

- 20.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting or by electronic means at the meeting.
- 20.2 If there is a tie vote at a council meeting, the matter voted upon shall be deferred to the next council meeting, and if at that time the matter remains a tie vote, the matter shall be deemed to have failed.
- 20.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

## **21. COUNCIL TO INFORM OWNERS OF MINUTES**

The council must inform owners of the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved. Minutes will be emailed

## **22. DELEGATION OF COUNCIL'S POWERS AND DUTIES**

- 22.1 Subject to subsection 22 (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.
- 22.2 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 22 (3).
- 22.3 A delegation of a general authority to make expenditures must:
  - (a) set a maximum amount that may be spent, and
  - (b) indicate the purpose for which, or the conditions under which, the money may be spent.

- 22.4 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.

**23. SPENDING RESTRICTIONS**

- 23.1 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.
- 23.2 Despite subsection 23 (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.

**24. LIMITATION ON LIABILITY OF COUNCIL MEMBER**

- 24.1 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 of the performance or intended performance of any duty of the council.
- 24.2 Subsection 24 (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

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

**25. MAXIMUM FINE**

- 25.1 The Strata Corporation may fine an owner or tenant a maximum of:
- (a) \$ 200 for each contravention of a bylaw, and
  - (b) \$ 50 for each contravention of a rule.
- 25.2 Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses on a full indemnity basis, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, will become part of the assessment of the owner responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

**26. CONTINUING CONTRAVENTION**

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

seven days.

## **DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS**

### **27. PERSON TO CHAIR MEETING**

- 27.1 Annual and special general meetings must be chaired by the president of the council.
- 27.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 27.3 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.

### **28. PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS**

- 28.1 Only owners, their spouse, valid proxy holders and outside professionals invited by the strata council may attend Annual General Meeting and Special General Meetings, whether or not they are eligible to vote.
- 28.2 Persons who are not eligible to vote, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- 28.3 Persons who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **29. VOTING**

- 29.1 At an annual or special general meetings, an owner or proxy holder shall not be permitted to vote (other than matters requiring a unanimous vote) if the strata lot they represent has any outstanding fees, including strata fees, special assessments and/or fines.
- 29.2 At an annual or special general meeting, voting cards may be issued to eligible voters.
- 29.3 At an annual or special general meeting, a vote is decided on a show of hands or voting cards, unless an eligible voter requests a precise count.
- 29.4 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.
- 29.5 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.
- 29.6 If there is a tie vote at an annual or special general meeting, the matter shall be reviewed and voted upon a second time. Should a second vote also be a tie vote, the matter shall be deemed to have failed.
- 29.7 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.

- 29.8 The strata council is authorized to call a special general meeting without formally holding a meeting, by holding a proxy vote of the owners, provided the following conditions are met:
- (a) that the vote is for a single issue;
  - (b) that the issue is felt by the majority of council members to not require discussion of the owners at a meeting;
  - (c) that the matter to be voted upon can be, and is clearly detailed in the notice of the meeting;
  - (d) that there is a clear date (that must be at least 14 days in advance) by which time owners must have submitted their vote on the matter.

### **30. ORDER OF BUSINESS**

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 and call the meeting to order;
- (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) approve the operating costs of the strata corporation for the ending fiscal year;
- (j) ratify any new rules made by the strata corporation under section 125 of the SPA;
- (k) report on insurance coverage in accordance with section 154 of the SPA, if the meeting is an annual general meeting;
- (l) approve the budget for the coming year in accordance with section 103 of the SPA, if the meeting is an annual general meeting;
- (m) deal with new business, including any matters about which notice has been given under section 45 of the SPA;
- (n) elect a council, if the meeting is an annual general meeting;
- (o) terminate the meeting.

## **DIVISION 6 — VOLUNTARY DISPUTE RESOLUTION**

### **31. VOLUNTARY DISPUTE RESOLUTION**

- 31.1 A dispute among owner, 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 SPA, the regulation, the bylaws or the rules.
- 31.2 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 chosen to chair the committee by the persons nominated by the disputing parties, or
  - (b) any number of person consented to, or chosen by a method that is consented to, by all disputing parties.
- 31.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## **DIVISION 7 — MISCELLANEOUS PROVISIONS**

### **32. MARKETING ACTIVITIES OF THE OWNER / DEVELOPER**

- 32.1 An owner developer, who has an unsold strata lot, may carry on sales functions that relate to its sale, including the posting of signs.
- 32.2 An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

### **33. SIGNAGE**

- 33.1 An owner wishing to sell their strata lot may place a "For Sale" sign, no larger than 10" high by 30" wide on the real estate post provided by the Strata Corporation.
- 33.2 An owner wishing to rent their strata lot may place a "For Rent" sign, no larger than 10" high x 30" wide on the real estate post provided by the Strata Corporation.
- 33.3 No signs of any size shall be posted by an owner or tenant in a window of a strata lot, on limited common property, or on common property (except as detailed in subsection 33(1) and (2)) at any time.
- 33.4 Political signs during elections may be posted in unit windows only. Signs must be removed immediately after the election has taken place. (Canada Elections Act, 322(1)(2); BC Elections Act, 228.1)

### **34. PARKING**

- 34.1 All vehicles on common property and limited common property must carry valid insurance and a current license plate.

- 34.2 Vehicles must only be parked in parking stalls.
- 34.3 An owner, occupant, or tenant must not park their vehicle in a visitor parking stall.
- 34.4 An owner may, when space permits, rent a second parking stall from the strata corporation; the rent for such space shall be set by rules passed by the strata council
- 34.5 No vehicle, or combination of vehicles, shall exceed the dimensions of its parking stall.
- 34.6 The strata council shall be authorized to order any vehicle that is deemed unsafe, in need of repair, noisy, or leaking fluids to be removed immediately from the parking areas until such time as repairs are made to the vehicle, and the owner of the offending vehicle shall be responsible for reimbursing the strata corporation for any cost involved in cleanup to restore the parking area to its original condition.
- 34.7 The speed limit on common and limited common property is 20 km/hr.
- 34.8 No RV's, campers, boats or trailers shall be parked in the underground parking area at any time.
- 34.9 No visitor shall use a visitor parking stall for more than 48 continuous hours without the prior consent of the strata council.
- 34.10 Roadways and parking areas cannot be used as playgrounds.
- 34.11 Only minor maintenance may be performed to vehicles on common or limited common property.
- 34.12 After receiving a Notice of bylaw contravention related to this section (Section 34) of the strata bylaws, the Strata Council is authorized to remove any vehicle in contravention of these bylaws at the vehicle Owner's risk and expense without further notice.

**35. SEVERABILITY**

The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any bylaws does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

**36. QUORUM FOR ANNUAL OF SPECIAL GENERAL MEETINGS**

Notwithstanding section 48(3) of the Act, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting will be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting will stand adjourned for 15 minutes from the time appointed and, if a quorum is not present for the meeting, the eligible voters present in person or by proxy will constitute a quorum.

**37. SMALL CLAIMS COURT AND CIVIL RESOLUTION TRIBUNAL ACTIONS**

- 37.1 The strata council is authorized to commence a Small Claims Court action, or a Civil Resolution Tribunal action, against an owner for any outstanding money owing to the Strata Corporation.

37.2 The strata council is authorized to commence or defend a Civil Resolution Tribunal action against or by an owner to resolve any dispute permitted under the Civil Resolution Tribunal guidelines.

### **38. SMOKING RESTRICTIONS**

38.1 “Smoking” or “smoke” means releasing into the air, gases, particles, or vapors as a result of combustion, electrical ignition or vaporization of a substance including but not limited to: tobacco, cannabis, heroin, crack, narcotics, e-juice, and vape juice, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products.

38.2 For the purposes of these bylaws, “cannabis” means the cannabis sativa, cannabis indica, and cannabis ruderalis plants or any similar member of the cannabaceae family, and any products derived therefrom.

38.3 Owners, tenants, occupants, and visitors must not smoke in, or on any of the following areas:

- (a) in or on the common property;
- (b) patios and balconies; and
- (c) inside the habitable portion of the strata lots.

38.4 Despite subsections (3)(c) of this bylaw an owner, tenant, or occupant may apply to the Strata Corporation for a human rights based exemption to this bylaw to permit them to smoke for medicinal reasons inside their strata lot but not in the areas specified in subsections (3)(a), or (3)(b) (“Medically Exempt Smoker”).

38.5 The Strata Council may only grant a human rights-based exemption permitting an owner, occupant or tenant to smoke for medicinal purposes if the applicant provides the Strata Corporation with a written medical opinion from a qualified medical professional that:

- (a) describes the applicant’s medical condition; and
- (b) smoking is necessary for the treatment of that medical condition; and
- (c) in the case of cannabis, the applicant cannot or should not ingest cannabis in a form other than smoking cannabis due to the nature of the Applicant’s existing medical condition.

38.6 Medically Exempt Smokers must:

- (a) make reasonable efforts to prevent second-hand smoke from infiltrating the interior common property, or other strata lots; and
- (b) not cause a hazard or nuisance.

38.7 If the Council receives complaints of second-hand smoke infiltrating other strata lots or the interior common property, it must investigate the complaint.

- 38.8 If after investigating the complaint, the Council determines that a Medically Exempt Smoker is causing a nuisance or a hazard to another person, then the Council may, after fulfilling the procedural requirements of section 135 of the Strata Property Act:
- (a) fine the Medically Exempt Smoker;
  - (b) require the Medically Exempt Smoker to undertake work on their strata lot to prevent the escape of second-hand smoke;
  - (c) revoke the Medically Exempt Smoker's right to smoke in their strata lots on 30 days written notice.

### **39. USE OF VIDEO RECORDING SYSTEM**

- 39.1 Owners, tenants, occupants and employees of the Strata Corporation must ensure when entering and exiting the building that all locked entranceways are securely closed after use.
- 39.2 The owners authorize the Strata Corporation to operate a security camera surveillance system (SCSS) solely for purposes of the safety and security of owners, tenants and occupants of the Strata Corporation and the protection of personal and common property, which other measures may have failed to address.
- 39.3 The Strata Corporation shall be responsible to maintain the computerized records for the SCSS in a secure location to prevent unauthorized access to the records and to protect the personal information collected by the system.
- 39.4 The Privacy Officer shall be appointed and is responsible to address all requests for access to the records of the SCSS in accordance with the provisions of the Personal Information and Privacy Act ("PIPA").
- 39.5 The SCSS camera system is a video recording system with cameras that operate 24 hours a day and 7 days a week.
- 39.6 There are currently thirty-two (32) cameras in operation in the public areas of the Strata Corporation:
- (a) Entry stairwell,
  - (b) North entry stairwell,
  - (c) Front external lobby (in front of the locked door),
  - (d) Underground elevator lobby,
  - (e) Cameras in each hallway on the 1st, 2nd, 3rd, 4th, and 5th floor,
  - (f) Inside the bike room, and
  - (g) Inside the elevator



- 39.7 The owners authorize the Strata Corporation to install additional SCSS cameras as the council in its discretion, in consultation with the security provider, considers necessary to meet the objectives of safety and security of the Strata Corporation and its residents.
- 39.8 The Strata Corporation has installed signs at each entrance warning that the area is monitored by video surveillance, and no cameras are positioned so as to record areas beyond the Strata Corporation property or to capture images peripherally or directly through the windows of the Strata Corporation or adjacent buildings.
- 39.9 Recordings from the SCSS cameras shall be stored electronically located in the Utilities Room. The Strata Corporation is authorized to utilize an alternative, secure location in its discretion in consultation with the security provider.
- 39.10 Camera recordings are stored until the storage space is exhausted (approximately 30 days).
- 39.11 Each council member shall have the key to access the Utilities Room, and the key to the second lock shall be stored off-site in a secure location, currently at the office of the property manager, which may be signed out by a council member or authorized agent.
- 39.12 The video recording shall only be accessed in the event of a breach of safety or security or bylaw contravention by a person or person(s) designated by the Strata Council.
- 39.13 The cost of reviewing the video recording will be charged against the offending party at a rate of \$60 per hour in addition to any fines issued in accordance with Division 4 of the strata bylaws for strata plan EPS5011.