

BYLAWS
STRATA PLAN LMS 3449
THE COLUMBUS

1383 Marinaside Crescent
Vancouver, BC

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Preamble

The overriding rules governing the actions of the council and members of Strata Plan LMS 3449 are those of the Strata Property Act, 1999. No bylaw, or rule can be passed by council or the strata corporation that contravenes this act. Further, the fact that a rule is not in the bylaws and rules as passed does not mean that if it is in the act it not apply. Further putting into the bylaws anything that repeats provisions of the act besides being superfluous risks becoming non-applicable if the act is amended.

To give an example there is no rule passed stating the method of voting at annual or special general meetings. However this is governed by Division 4 Section 50 of the act. This section is quite complicated and is best left there rather than risk an error by repeating it in the bylaws.

On the other hand no bylaw rule can exclude anyone from residing here on the grounds of race: either such a bylaw is prohibited by the act or is covered by more general acts in operation in the province. However it is possible to so restrict on the grounds of age, but this has not been done.

This brings out the reasons for the bylaws --- the act does not always apply to our particular case, we do not have less than four suites for instance, it allows options amongst which we can choose, and so on.

However it is worth repeating that operations of strata and its occupants are governed by: (a) the Strata property Act, (b) the Bylaws and (c) the Rules.

As it is extremely important that everyone be acquainted with the Strata Property Act, the Bylaws and the Rules a copy of each, together with any amendments, is on file in the Compass Room and at the offices of the management company, 202 Balsam Place, 5704 Balsam Street, Vancouver. All are urged to read and understand the implications of these documents as it is the overriding structure under which we live. It would be well worthwhile to own a copy of the act, they are readily purchased at various outlets. All are provided with copies of the bylaws and rules.

Introduction

A list of the members of Council is on file in the Compass Room, along with the minutes of all council and other meetings. At the offices of the management company can be found all legal agreements to which the strata corporation is a party, a register of the owners setting out the strata lot number, the name of the owner, the unit entitlement and the name of any tenant or lessee, the annual budget for each year, proper books of account relating to all money of the corporation. In addition every owner is provided with a copy of the bylaws and rules. In addition all Bylaws, Rules and copies of the minutes of council meetings are in the Compass Room.

It is worth remembering that the operation of the council is a slow one. The council generally meets only once a month, so plenty of time should be allowed when a request is being made, for an alteration for instance. A time frame of two months is perhaps the minimum period in which something can move through the system, although every effort is made to meet an emergency.

Finally please note that while the enforcement of the bylaws to ensure that the strata corporation runs for everyone's benefit is the primary role of the council it is up to all to help. If you have any suggestions please let the council know, and please follow up with a letter, e-mail or fax. This is desirable always but essential if you have a complaint. Council cannot act on verbal complaints alone, and in the case of a serious bylaw infraction a case has to be made and depends critically on a written record. Further better than the perfect enforcement of a perfect set of bylaws is of course our own determination to keep this building in shape, to be careful in our use of its facilities and to respect the rights and needs of our fellow residents.

The present Bylaws and Rules were amended and passed at the Annual General Meeting held at the Roundhouse June 7th, 2001.

I Duties of Owners, Tenants, Occupants & Visitors

1. Payment of Strata Fees

- (i) Monthly maintenance payments are due and payable on or before the first of each month to which the fees relate. Any owner owing monies for these items and not having paid by the 15th of the month in question will be assessed a late penalty, and if the default is prolonged may be taken to small claims court, see Strata Property Act, or a lien may be registered against the strata lot by the strata corporation, see Strata Property Act.
- (ii) An interest rate of 10% compounded annually will be charged on all late strata fees.

2. Repair and Maintenance of Property by an Owner

- (i) An owner will be responsible to repair and maintain the owner's strata lot, including windows and doors that open onto limited common property that is for the exclusive use of the owner.
- (ii) An owner will be responsible to repair and maintain limited common property which has been designated for that owner's exclusive use, in a manner acceptable to the

council, and consistent with the standard of repair and maintenance prescribed by council.

- (iii) Exception to the above is made for such parts of the strata lot or limited common property that is the responsibility of the strata corporation under these bylaws.

3. Use of Property

- (i) An owner, tenant, occupant or visitor must not use a strata lot, the common property or the common assets in a way that:
 - (a) causes nuisance or hazard to any other person;
 - (b) unreasonably interferes with the use or enjoyment by other persons of another strata lot, the common property or assets;
 - (c) is illegal;
 - (d) is contrary to the use of the strata lot as a private dwelling home.

- (ii) An owner, tenant, occupant or visitor must not damage, other than by reasonable wear and tear, the common property or assets, or those parts of the strata lot or limited common property that is the responsibility of the strata corporation under these bylaws, or which it must insure.

- (iii) An owner, tenant, occupant or visitor must keep all animals leashed or otherwise secured when on the common property or land that is a common asset, and ensure that any droppings are picked up and deposited in garbage container or other appropriate facility.

All pets shall be kept quiet and under control at all times. The strata council may require that any pet which has created a nuisance be permanently removed from the premises within 14 days of notice from the strata council to that effect.

- (iv) No owner, tenant, occupant or visitor shall feed wild birds or animals from a strata lot or on the common property.

- (v) An owner, tenant, resident or visitor must not keep any pets on a strata lot without the permission of council, which permission must be obtained before that pet is allowed on the property. The council may not unreasonably withhold permission for:

- (a) 1 reasonably sized dog or 1 cat
- (b) 2 birds
- (c) a small number of fish or other aquarium animals
- (d) a few small caged mammals

Aggressive dog breeds such as Pit Bull Terriers, Rottweilers, etc. (as determined by the strata council) are not permitted in the building.

Permission will not be granted for any exotic animals such as snakes, parrot-like birds, etc. Once permission has been granted it cannot be withdrawn unless in

the opinion of the council the pet is deemed to be a nuisance. If the council has reason to believe that the pet is a nuisance the owner shall be so informed and have the right to appeal the notice prior to a final decision by council.

- (vi) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

4. Informing the Strata Council

- (i) Within two weeks of becoming an owner, an owner must inform the strata council of the owner's name, strata lot number and a mailing address outside the strata corporation, if there is one.
- (ii) On request, by the strata council, a tenant must inform the strata council of his/her name.

5. Obtaining Approval for Altering a Strata Lot

- (a) An owner must obtain written approval of the strata corporation before making or authorizing an alteration to a strata lot, common property or limited common property that involves any of the following:
 - (i) the structure of the building including bearing walls within a strata lot;
 - (ii) the exterior of the building;
 - (iii) patios, chimneys, stairs, balconies, cladding, vent covers or other things attached to the exterior of the building;
 - (iv) doors, windows or skylights on the exterior of the building, or that front on the common property;
 - (v) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (vi) common property located within the boundaries of the strata lot;
 - (vii) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
 - (viii) electrical, plumbing, piping, heating, ventilation, gas and other services and flooring; or
 - (ix) installation of any hard surface floor.
- (b) Before council grants approval under 5(a), the owner must agree to the following conditions:
 - (i) On completion of the alteration, the owners must provide "as built" drawings for any electrical, plumbing, heating or gas line changes that were made to the unit

- as required by bylaw 5(c)(ix).
- (ii) A resident must ensure that the hours of work are restricted from 8:30 a.m. to 5:00 p.m., Monday through Friday.
 - (iii) Construction activities are not permitted on Saturdays, Sundays or statutory holidays, except:
 - (a) activities which do not generate noise which disturbs an occupant of another strata lot, or
 - (b) with prior permission of the strata council.
 - (iv) A resident or his agent must provide reasonable supervision for all significant alterations; the determination of significant shall be in the discretion of the council.
- (c) A resident performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.

Where a resident contravenes Section 5 of the bylaws, the owner of the strata lot shall be subject to a fine of up to \$200 for each contravention.

For the purposes of bylaw 5 “hard surface floor” includes, not exhaustively, tile, marble, granite, slate, hardwood or hardwood laminate.

- (d) An owner, as part of its application to the strata corporation for permission to alter a strata lot, common property or limited common property, must:
- (i) submit, in writing, detailed plans and a description of the intended alteration;
 - (ii) obtain the consent of the owners by written approval of the strata council under bylaw 5(a);
 - (iii) in the case of an application to install hard surfaced flooring, provide written copy of the manufacturer’s specifications and acoustic impact ratings for the acoustic underlayment with the owner’s application.
- (e) The strata corporation must not unreasonably withhold its approval under bylaw 5(a) to alter a strata lot but may require as a condition of its approval to alter a strata lot, common property or limited common property, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
- (i) that alterations be done within 90 days of the granting of consent or such time as council may direct and in accordance with the design and plans approved by the strata council or its duly authorized representative,
 - (ii) to ensure that all contractors provide certificates of General Liability of at least \$1,000,000,
 - (iii) to ensure that the standards of work and materials used in the alteration are not less than the existing,
 - (iv) to obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council,
 - (v) to ensure that all electrical, plumbing, piping, heating, ventilation or gas and other services and flooring will be completed by certified tradesmen,

- (vi) to retain, at the owner's expense, an architect, professional engineer or other consultant to ascertain that the proposed alterations to electrical, plumbing, piping, heating, ventilation or gas systems are feasible and appropriate to the building,
 - (vii) where it is determined that the proposed alterations are feasible and appropriate, to retain such architect, engineer or consultant to design and supervise construction of the alteration,
 - (viii) that all work and materials necessary for the alteration are at the sole expense of the owner,
 - (ix) to provide "as built" drawings of the alteration with two weeks from completion of the alterations,
 - (x) that the owner, from time to time, of the strata lot receiving the benefit of an alteration to a strata lot, common property or limited common property, must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to the strata lot, common property or limited common property.
 - (xi) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as a result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation and shall become due and payable on the due date of payment of monthly strata fees.
- (f) An owner who has altered a strata lot, common property or limited common property prior to the passage of these bylaws, or any subsequent owner on title who receives the benefit of such alteration shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- (g) An owner who alters a strata lot, common property or limited common property subsequent to the passage of these bylaws contrary to the bylaws, or any subsequent owner on title who receives the benefit of such alteration must restore at the owner's sole expense, the strata lot, common property or limited common property to its condition prior to the alteration.

If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration at the cost of the owner, and such costs shall be added to and become part of the strata fees of that owner for the month next

following the date on which such costs were incurred and will become due and payable on that due date of payment of monthly strata fees.

- (h) An owner must ensure that all new hard surface floors are installed with an acoustic underlayment membrane suitable for the flooring material and which meets or exceeds the acoustic impact standards adopted from time to time by the strata council and set out in the rules.
- (i) An owner may apply to the strata council for an exemption from bylaw 5(b)(iii) on the basis that the hard surface floor will be above an area not affected by sound transmission or is part of the owner's strata lot.
- (j) A resident must not alter his strata lot, in any manner which, in the opinion of the strata council, will alter the exterior appearance of the building.
- (k) Bylaw 5(3) of the Schedule of Bylaws to the Act does not apply to the strata corporation.
- (l) Where a resident contravenes or permits another person to contravene Bylaws 5(a), 5(e), 5(f) or 5(h) the owner of the strata lot shall be subject to a fine of up to \$200.
- (m) As a condition of its approval, the strata corporation will require owners to submit a refundable damage deposit of \$5,000.00 prior to alterations commencing. This deposit will be refunded in full if there is no damage to common property. Repairs required to common property will initially be funded from this damage deposit, and if the repairs exceed \$5,000.00 the owner will be charged back the difference as per Bylaw 3(vi).
- (n) Any and all approved work must be completed between the hours of 9:00 am and 5:00 pm, Monday through Friday. Work shall NOT take place on Saturday, Sunday or public holidays. Any work involving jack hammering, chipping or grinding is limited to the hours of 10:00 am to 4:00 pm, Monday through Friday.
- (o) As a condition of its approval, the strata corporation will require owners to submit a non-refundable alteration/renovation fee prior to alterations commencing. These fees relate to the length of time renovations will occur:

- Up to 3 Months - \$100
- 3-4 Months - \$500
- 4-5 Months - \$1,000
- 5-6 Months - \$2,000

Each additional month the prevailing fee doubles (to a maximum of \$16,000.00). This fee ceases to be applicable upon substantial completion of the renovation.

6. Obtaining Approval for Altering Common Property

- (i) An owner must obtain written approval of the strata council before making any alteration to common property, including limited common property, or common assets.

- (ii) The strata council may as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

7. Permit to Enter a Strata Lot

An owner, tenant, occupant or visitor must permit 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;
- (b) at a reasonable time, on 48 hours written notice stating the time and reason for the entry, for the purpose of inspecting, maintaining, repairing or renewing common property, common assets and any portions of the strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws, or of insuring;
- (c) If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation. To avoid forced entry, owners are encouraged to leave a key with the concierge.

8. Signs

No commercial signs, real estate signs, billboards, displays, notices or other advertising matter of any kind shall be placed on any part of the strata plan, including the windows and balconies of strata lots, without the written consent of the strata council.

9. Parking

- (i) An owner, tenant, occupant of a strata lot shall use for all parking the parking space(s) which has (have) been specifically assigned to the strata lot.
- (ii) An owner, tenant, occupant of a strata lot may rent or make other private arrangements with other owners, tenants, occupants for the use of parking spaces assigned to them.
- (iii) The parking spaces assigned to a strata lot shall not be rented or leased to any person other than to an owner, tenant or occupant of another strata lot.
- (iv) No owner may reassign a parking space without council permission, which permission will not be given if such a reassignment leaves a strata lot with no assigned parking space.

II Powers & Duties of the Strata Corporation

10. Repair & Maintenance of Property by the Strata Corporation

The strata corporation is responsible for the maintenance and repair of the assets of the corporation as detailed below. In the interest of the security of the building and its residents, the strata council may authorize the use of security cameras in common property areas.

The strata corporation must maintain and repair:

- (a) all common assets of the strata corporation;
- (b) all common property not designated as limited common property;
- (c) limited common property, but this is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year;
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs
 - (a) the structure of the building,
 - (b) the exterior of the building,
 - (c) all things attached to the exterior of the building, (chimneys, stairs, balconies etc.),
 - (d) doors, windows and skylights, on the exterior of the building, or that front on common property, but excluding those that open onto limited common property that is reserved for the exclusive use of a particular owner.
 - (e) fences, railings and similar structures that enclose patios, balconies and yards.

11. Power for Expenditures

If a proposed expenditure has not been specified in the approved budget the council may make such an expenditure out of the operating budget provided the amount is less than 5% of the total contribution to the operating fund for the current year.

III The Council

12. Council Size

The council shall consist of 7 members, or such other number as the strata corporation may decide by resolution.

13. Council Member Terms

- (i) Every council member shall resign at the end of the annual general meeting; the council members term of office will then end unless re-elected.
- (ii) A council member whose term is ending is eligible for re-election.
- (iii) The strata corporation may at a special general meeting remove one or more council members. After which an election must be held, at the same meeting, to replace the council member, or members, for the remainder of the term.

- (iv) If a council member resigns or is unable to act for 2 or more months the remaining members of council may appoint a replacement from among anyone eligible to be on council, for the remainder of the term.
- (v) If all council members resign then persons holding 25% of the strata corporation's votes may hold a special general meeting to elect a new council, to hold office until the next annual general meeting.

14. Eligibility for Council

The only persons who may be council members are the following:

- (a) owners;
- (b) individuals representing corporate owners;
- (c) spouses/domestic partners of owners

15.

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

- (1) If the strata corporation is entitled to register a lien against that strata lot or
- (2) Is absent from three consecutive meetings of the Strata Council without an acceptable reason and prior notification to the Council Chair.

16. Officers

- (i) At the first meeting of the council after the annual general meeting of the strata corporation the council must elect from amongst its members a president, a vice president, a treasurer and a secretary. No council member can be both president and vice president.
- (ii) The vice president has the powers of the president:
 - (a) while the president is absent or is unwilling to act;
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (iii) If an officer, other than the president, is unwilling to act for a period of 2 or more months the council may appoint a replacement officer from the members of the council for the remainder of the term.

17. Calling of Council Meetings

- (i) Any council member may call a council meeting by giving the other council members at least two week's notice, not necessarily in writing, specifying the reason for the meeting.
- (ii) A council meeting may be held on less than two week's notice if:

- (a) all council member consent in advance of the meeting, or,
- (b) the meeting is required to deal with an emergency and all council members either:
 - (i) consent in advance, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
 - (iii) The council must inform all owners about a council meeting as soon as feasible after the meeting has been called.

18. Request for a Council Hearing

- (i) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (ii) If a hearing is requested under subsection (i) the council must hold a meeting within a month of the request.
- (iii) 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.

19. Quorum of Council

A quorum shall consist of a majority of council members, who may either be present in person or on-line if a conference call can be arranged.

20. Council Meetings

- (i) Owners may attend council meetings as observers except those portions of council meetings that deal with any matters where the presence of observers would in council's opinion interfere with an individual's privacy.
- (ii) At council meetings decisions must be taken by a majority of council members present, although if there is a tie the president may break the tie by casting a second, deciding vote.
- (iii) Results of all votes must be recorded in the council minutes, such minutes must be sent to owners within 2 weeks of the meeting, even if they have not been approved.

21. Delegation of Council Powers & Duties

- (i) Subject to the following subsections the council may delegate some or all of its powers to one or more council members, or persons who are not council members, and may revoke that delegation.
- (ii) The council may delegate its spending powers or duties, but only by 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 an expenditures subject to:
 - (i) setting a maximum amount that may be spent, and
 - (ii) indicating the purpose for which, or conditions under which the money may be spent.
 - (iii) The council may not delegate its authority 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.

22. Spending Restrictions

- (i) A person may not spend the strata corporation's money unless the person has been delegated the power to do so by the council or the president of the council. The amount that may be spent by any delegated person, council member or not, shall not exceed \$1,000 unless prior approval has been obtained from the council at a meeting. The president must consult other council members before authorizing any expenditure and the matter must be on the agenda of the next council meeting.
- (ii) Despite Subsection (i) 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.

23. Limitation of Liability

- (i) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise of any power or the performance or intended performance of any duty of the council.
- (ii) Subsection (i) does not affect the council members liability, as an owner, for judgement against the strata corporation.

IV Enforcement of Bylaws & Rules

24. Fines

The strata corporation may fine an owner or tenant:

- (a) up to \$200 for each initial contravention of a bylaw, other than late payment of fees, and

- (b) \$50 for each initial contravention of a rule, provided the council has received a complaint concerning the infraction and has informed the owner or tenant of its intentions and given the owner or tenant reasonable opportunity, including a hearing if requested, to answer the complaint.

25.

If a contravention of a bylaw or a rule continues for longer than 7 days the strata corporation may impose fines in such amounts as it may deem appropriate, but subject always to the maximum allowable amount set in the Strata Property Act and Strata Property Regulations, or any successor or subsequent statutory or regulatory enactment having authority in that regard, and may reimpose such fines with the maximum frequency permitted by such enactments.

26. Penalties for Late Payment of Fees

Any owner who is in arrears in the payment of assessed maintenance fees, penalties, special assessments, parking, storage fees, legal costs, administrative fees, collections costs, and moving fees will be fined:

- (a) \$25 penalty after 15 days of due date;
- (b) \$50 added as a further late penalty if not paid within 30 days after due date;
- (c) \$100 will be assessed as a further late penalty for each subsequent month until full payment of the account is received.

These fines are over and above the interest on the outstanding amounts mentioned in Section 1 Subsection (ii).

27. NSF Cheques

A charge will be made on all NSF cheques, stop payment cheques and/or closed account cheques issued to the strata corporation, or to the name of the management company. The amount of this charge will be determined from time to time by the council.

28. Restriction of Use of Facilities

The strata corporation may, for a reasonable time, deny an owner, tenant, occupier or visitor the use of any recreational facility that is common property or a common asset if the owner, tenant, occupier or visitor has contravened any bylaw or rule relating to that recreational facility.

V Annual & Special General Meetings

29. Person to Chair the Meeting

- (i) Annual or special general meetings must be chaired by the president of the council.
- (ii) If the president of the council is unwilling, or unable to act the meeting must be chaired by the vice-president of the council.

- (iii) If neither the president nor the vice-president of the council chairs the meeting, a chair must be elected by the eligible voters present or by proxy from amongst the persons who are present at the meeting.

30. Participation by Other than Eligible Voters

- (i) Subject to subclause (iii) tenants and occupants may attend annual or special general meetings whether or not they are eligible to vote.
- (ii) 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.
- (iii) 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.

31. Voting

- (i) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (ii) At an annual or special general meeting a vote is decided by a show of voting cards unless an eligible voter asks for a precise count.
- (iii) 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.
- (iv) The outcome of each vote, including the number of votes for and against a resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (v) If there is a tie vote at an annual or special general meeting the chair may break the tie by casting a second, deciding vote.
- (vi) Despite anything in this section any vote, including election of council, must be held by secret ballot, if a secret ballot is requested by an eligible voter.

32. Agenda & Resolutions

- (i) An owner, or holder of the owner's right to vote, may propose a resolution or raise a specific matter for any annual or special general meeting. This must be done in writing and received by the council before the notice of meeting is sent out.
- (ii) Subject to Subsection (i) the council determines the agenda of all annual or special general meetings, except for special general meetings called by owners under Section 43 of the Strata Property Act.

- (iii) The council will put on the agenda of an annual general meeting any motion that is sent to them by an owner, in writing, and received by the council four weeks before the annual general meeting, or before its April meeting, which ever is earlier.

33. Order of Business

The order of business at an annual or special general meeting shall be as follows:

- (a) certify proxies and issuing voting cards;
- (b) determine if there is quorum;
- (c) elect a person to chair of 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 committee reports, 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.

VI Voluntary Dispute Resolution

34. Voluntary Dispute Resolution

- (i) 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 parties to the dispute consent, and
 - (b) the dispute involves the Strata Property Act, the bylaws or the rules.
- (ii) A dispute resolution committee consists of:
 - (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties , or
 - (b) any number of persons consented to, or chosen by a method that is consented to by all the disputing parties .
- (iii) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

35. Quorum

Notwithstanding section 48(3) of the Act, if within 1/2 hour after the time fixed for holding a general meeting a quorum is not present, the owners entitled to vote present in person or by proxy constitute a quorum.

36. Fees

- (i) Fees are as follows:
 - (a) Lock off elevator use \$25 per hour, or portion, for each reservation, maximum \$75.
 - (b) Alterations, \$50 per hour with a \$50 minimum.
 - (c) All move-ins and move-outs are charged a flat fee of \$200.
- (ii) A damage deposit of \$500 will be charged for each reservation. The deposit will be refunded if no damage is done.
- (iii) The concierge will make a before and after inspection of the area through which any items will be moved. If damage has occurred this will be itemized in a report and the cost of repairs will be taken from the damage deposit. It is the responsibility of the owners, tenants and occupants involved with the reservation to be assured that this is done in a proper fashion.
- (iv) While the use of an elevator that has not been booked, or at a time that is not allowed, will usually be denied, the council may, in an emergency or for other reasons allow such a use. This exceptional use is subject to an extra fee of \$100.

37 Security Measures

- (i) Closed circuit television and video surveillance are installed in the following common areas of the building: Elevator Lobby Main Floor, Amenity Room North Main Floor, Amenity Room South Main Floor, Fitness Room Main Floor, P1 Parking Gate Visitor Parking, P1 Parking Northside Viewing East, P1 Parking Southside Viewing East, P1 Visitor Lobby, P1 Locker Room Hallway, P1 Garbage Room, P2 Parking Northside Viewing East, P2 Parking Southside Viewing East, P2 Lobby South, P2 Lobby North, Elevator Cabs, Courtyard, Seawall Sidewalk. The system operates 24 hours a day and the Strata Corporation collects data from the closed circuit television and video surveillance.
- (ii) The Strata Corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan LMS 3449.
- (iii) The video files and/or security fob usage records will be used only for the purposes of law enforcement and/or for the enforcement of those Strata Corporation bylaws and rules which relate to the safety and security of the building and its occupants.
- (iv) The video files are stored for a period of up to 2 months from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.

- (v) The security fob usage records are stored for a period of up to 12 months from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
- (vi) The personal information of owners, tenants, or occupants will only be reviewed or disclosed as follows:
 - (a) law enforcement in accordance with Bylaw 3 herein;
 - (b) the employees and contractors of the Strata Corporation and Council members in accordance with Bylaw (iii) herein; or
 - (c) in the event of an incident in which they are involved or affected, an owner, tenant or occupant may request a copy of the applicable video file or security fob usage records.
- (vii) In installing and/or maintaining the systems described herein, the Strata Corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

38 Strict Liability

- (i) In addition to the obligations and liabilities imposed by Bylaw 3(vi), an owner is strictly liable to the strata corporation and to other owners and occupants for any damage to common property, limited common property, common assets or to any strata lot, and more specifically the insurance deductible in each case, as a result of:

any of the following items located in the owner's strata lot:

- a) Dishwasher;
- b) Refrigerator with ice/water dispensing capabilities;
- c) Garburator
- d) Hot water tank;
- e) Washing machine;
- f) Owner Installed radiant heating system, including boiler;
- g) Toilets, sinks, bathtubs and, where located wholly within the strata lot and accessible to the owner, plumbing pipes, fixtures, and hoses;
- h) Fireplaces;
- i) Hot tubs;

- j) Anything introduced into the strata lot by the owner;
- k) Any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
- l) Any of the following areas of limited common property that an owner is required to maintain and repair:
 - a. Damage arising from a blocked drain on the deck, balcony or patio forming part of the strata lot or designated as limited common property for the owner's strata lot; and
 - b. Any pets residing in or visiting at the owner's strata lot;
- (ii) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot, but only to the extent that such expense (the insurance deductible) is not reimbursed from the proceeds received by operation of any insurance policy held by the strata corporation. In such circumstances, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.
- (iii) Any insurance deductible charged to an owner shall be added to and become part of the yearly strata fee of that owner.
- (iv) The adoption of Bylaws 38(i), 38(ii) and 38(iii) does not in any way limit the strata corporation's ability to rely upon section 158(2) of the Strata Property Act."

39 Residential Rentals

- (i) The minimum rental period for any strata lot is 30 days.
- (ii) An owner, tenant or occupant must not rent less than all of a strata lot.
- (iii) A strata lot must not be used for short-term accommodation purposes, such as bed-and-breakfast, lodging house, hotel 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 strata lot.
- (iv) Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- (v) Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K – Notice Tenant's Responsibilities signed by the tenant, in accordance with Section 146 of the Strata Property Act.

Amendments noted:

- Bylaw 3(v) replaced – AGM May 21, 2002
- Bylaw 35 added – AGM May 21, 2002
- Bylaw 5 (i) (a) (i) added – AGM May 21, 2002
- Bylaw 9 (iv) added – AGM May 21, 2002
- Bylaw 3 replaced – AGM June 28, 2012
- Bylaw 5 replaced – AGM June 28, 2012
- Bylaw 10 replaced – AGM June 28, 2012
- Bylaw 5 (m), (n), (o) added – AGM May 14, 2013
- Bylaw 36 added – AGM May 14, 2013
- Bylaw 37 & 38 added – AGM July 16, 2014
- Bylaw 14 (c) added – AGM July 16, 2014
- Bylaw 39 added – AGM July 22, 2015