

Schedule of Bylaws
The Owners, Strata Plan KAS 3399

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Division 1 — Creation of Sections

Residential and commercial sections

- 1 (1) The Residential Section is hereby created within the Strata Corporation consisting of residential strata lots 5-11 inclusive and 16-159 inclusive (the “Residential Strata Lots”). The name of the Residential Section will be Section 1 of The Owners, Strata Plan KAS 3399.

- (2) The Commercial Section is hereby created within the Strata Corporation consisting of commercial strata lots 2-4 inclusive, 12-15 inclusive and 160 and 161 (the “Commercial Strata Lots”). The name of the Commercial Section will be Section 2 of The Owners, Strata Plan KAS 3399.

Collection of expenses and fees

- 2 (1) Each of the Residential and Commercial Sections shall establish its own operating fund and contingency reserve fund for the common expenses of the section, including expenses relating to the limited common property designated for the exclusive use of the strata lots in each section.

- (2) The contribution by an owner of a strata lot to the common expenses of the Strata Corporation and a section shall be levied in accordance with these Bylaws.

- (3) The executive of each section will prepare an annual budget of section expenses (the “Section Expenses”) for approval at the annual general meeting of the section. Each section will collect the Section Expenses from the owners of the strata lots within the section pursuant to section 195 of the *Strata Property Act* (the “Act”) subject only to section 100 of the Act.

- (4) The Strata Corporation will prepare an annual budget of Strata Corporation expenses (the “Strata Corporation Expenses”) for approval at the annual general meeting of the Strata Corporation. The Strata Corporation will collect the Strata Corporation Expenses from the owners of the strata lots within the Strata Corporation on the basis of section 99 of the Act subject only to section 100 of the Act (the Section Expenses and the Strata Corporation Expenses, together are referred to in these Bylaws as the “Strata Fees”).

- (5) Only authorized signatories for a particular section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for that section.

- (6) Special levies approved by a section will be payable by the owners in such section to that section, and special levies approved by the Strata Corporation will be payable to the Strata Corporation.

(7) The section executive may request that the Strata Corporation register a lien against an owner's strata lot for any matter as permitted by section 116 of the Act. The Strata Corporation will register the lien on request. The section will indemnify and save harmless the Strata Corporation for any costs or damage that the Strata Corporation may incur as a result of filing the lien at the section's request.

(8) Before issuing a Certificate of Payment (Form F) the Strata Corporation will advise the executive of the section of which the strata lot is a member and determine from the executive whether amounts are owed to the section for Section Expenses or any other matter for which a Form F may be withheld as permitted by section 116 of the Act and, if amounts are owed, at the request of a section, the Strata Corporation will not issue a Form F unless arrangements satisfactory to the section have been made to pay the money owing. If a Form F is withheld at the request of a section the section will indemnify and save harmless the Strata Corporation for any costs or damage that the Strata Corporation may incur as a result of withholding the Form F at the section's request.

Information Certificate

3 (1) The Strata Corporation will advise the executive of the section of which the strata lot is a member of all requests for an Information Certificate (Form B) received in respect of that strata lot within 4 days of receipt of the request.

(2) The Strata Corporation will indicate on all Information Certificates that the strata lot is a member of a section.

Division 2 — Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

4 (1) An owner must pay Strata Fees on or before the first day of the month to which the Strata Fees relate. All owners must provide the Strata Corporation with 12 monthly post dated cheques or a preauthorized debit form for the payment of the Strata Corporation's Expenses. An owner must pay a special levy as set out in the resolution. If an owner fails to pay Strata Fees or a special levy at the required time the Strata Corporation or the section, as applicable, may charge interest at the rate of 10% per annum compounded annually.

(2) The owner of a strata lot for which a cheque or automatic debit does not clear will be charged the financial service charge.

(3) If the Strata Corporation or the section incurs legal or other costs in order to collect Strata Fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the Strata Corporation or the section for the full amount of the costs incurred by the Strata Corporation or section.

(4) Additional assessments, fines authorized by these Bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the Strata

Corporation or section to enforce these Bylaws, shall become part of the assessment of the owner and shall become due and payable on the first day of the next month following, except that any amount owing other than strata fees, special levies, interest, reimbursement of the cost of work ordered by a public or local authority, or the strata lot's share of a judgment will be calculated as a separate component of such assessment and the Strata Corporation or a section may not register a lien on behalf of such separate component.

Use of property - general

- 5** (1) An owner, tenant, occupant or visitor must not use or permit to be used a strata lot, the common property or common assets in a way that:
- (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise (quiet time is from 11:00 p.m. to 7:00 a.m.),
 - (c) unreasonably interferes with the rights of other persons to use and 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 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 section 149 of the Act.
- (3) An owner is responsible for any damage caused by tenants, occupants, guests, agents, employees or invitees.
- (4) An owner, tenant, occupant or visitor must not smoke tobacco, marijuana or other chemicals or e-cigarettes in a strata lot, on interior or exterior common property or limited common property
- (5) An owner, tenant or occupant may not grow or cultivate marijuana plants within a strata lot, common property or limited common property.

Use of property – residential strata lots

- 6** (1) An owner, tenant, occupant or visitor of a Residential Strata Lot must not 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.
- (2) An owner, tenant, occupant or visitor of a Residential Strata Lot must not do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof.

- (3) An owner, tenant, occupant or visitor of a Residential Strata Lot must not install any window coverings visible from the exterior of his strata lot which are other than white or beige in colour when viewed from the exterior of the building.
- (4) An owner, tenant, occupant or visitor of a Residential Strata Lot must not 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.
- (5) An owner, tenant, occupant or visitor of a Residential Strata Lot must not erect on or 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, except with the written permission of the council.
- (6) An owner, tenant, occupant or visitor of a Residential Strata Lot must not discard water, snow or any other item or substance over a balcony.
- (7) An owner, tenant, occupant or visitor of a Residential Strata Lot must not feed birds or wildlife, including pigeons, seagulls and squirrels on or from a strata lot, common property or limited common property.
- (8) An owner, tenant, occupant or visitor of a Residential Strata Lot must ensure that ordinary household refuse and garbage is securely wrapped and placed in the appropriate waste disposal containers in the Garbage/Recycle Room.
- (9) An owner, tenant, occupant or visitor of a Residential Strata Lot shall not use or permit the use of his strata lot for commercial, professional or business purposes that:
 - (a) may or will increase the amount of foot traffic or motor vehicle traffic in the common property or the strata lot,
 - (b) in any way increases or may increase the liability risk of the Strata Corporation,
 - (c) involves customers, clients, employees, contractors or other workers or any individuals attending the strata lot other than those individuals ordinarily resident in the strata lot, or
 - (d) involves individuals using the strata lot as a place of temporary lodging.
- (10) An owner, tenant, occupant or visitor of a Residential Strata Lot must not post signs, billboards, placards, advertising or notices of any kind on the exterior of the building, on the common property or in a window that is visible from the exterior of the strata lot except "For Sale" signs which may only be located as directed by the council. This bylaw shall be interpreted in a manner consistent with elections legislation.
- (11) An owner, tenant or occupant shall not grant a license to any person or use or permit the use of his strata lot under any of the following arrangements:
 - (a) as a motel, hotel, inn, hostel, or bed and breakfast or other similar accommodations; or

(b) through any website designed for booking short term accommodations, including but not limited to www.Airbnb.com, www.vrbo.com and other similar websites.

Use of property – commercial strata lots

- 7 (1) An owner, tenant or occupant of a Commercial Strata Lot must not allow a strata lot to become unsanitary or untidy.
- (2) An owner, tenant or occupant of a Commercial Strata Lot must ensure that the area surrounding the Commercial Strata Lots is kept free of debris on a daily basis including the pick up of litter and cigarette butts and ensure that such debris is placed in containers provided for that purpose. Any expenses incurred by the Strata Corporation or the Commercial Section, as the case may be, to remove such refuse shall be charged to the Commercial Strata Lot owner after adequate notice in writing.

Pets

- 8 (1) An owner, tenant or occupant of a Residential Strata Lot must not keep any pets on a strata lot other than:
- (a) a reasonable number of fish or other small aquarium animals, such aquarium not to exceed 200 liters,
 - (b) a reasonable number of small caged mammals,
 - (c) up to two caged birds, or
 - (d) a maximum of two dogs or two cats, such animal not to exceed 14 inches at the shoulder when fully grown.
- (2) All pets shall be kept leashed or otherwise under the control of the owner, tenant or occupant at all times while on common property and must not interfere with or damage the common property or interfere with the use and enjoyment of the common property by other owners, tenants and occupants.
- (3) An owner of a pet shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means. An owner who fails to remove a pet's waste will be responsible for all costs incurred by the Strata Corporation to remove the waste and/or repair the common property as well as for any fines that may be levied by the council.
- (4) An owner of a pet shall not permit the pet to cause a nuisance to any resident or permit the pet to disturb any other owner, tenant or occupant due to barking, howling or the making of other noise.
- (5) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the Act. At the end of the hearing, the council may take no action, fine the owner, require the person to pay the costs of remedying the contravention or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.

Parking

- 9 (1) An owner, tenant, occupant or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- (2) An owner, tenant, occupant or visitor must not idle an engine on common property or limited common property.
- (3) All vehicles parked in a parking area must be operational and insured. A vehicle that fails to display proof of valid insurance, with third party liability coverage, will be removed from the parking area at the owner's expense.
- (4) Parking of vehicles on common property or limited common property other than those owned or leased by an owner, tenant, occupant or visitor is prohibited.
- (5) An owner, tenant or occupant must park only in the parking stall assigned to the owner, tenant or occupant.
- (6) Vehicles parked in contravention of subsections (4) and (5) will be towed at the owner's expense.
- (7) An owner, tenant, occupant or visitor must not alter or deface the garage areas in/on the strata property.
- (8) Driving a vehicle in excess of five (5) km/hr on strata property is prohibited.
- (9) The use of vehicle horns in the parking areas is prohibited except where required to prevent a collision.
- (10) An owner must not sell, lease or license parking stalls to any other person than an owner, tenant or occupant.
- (11) All motorized vehicles must be parked in a parking space and more than one vehicle in a parking space is strictly prohibited.
- (12) Vehicles may be washed only at the designated location and persons washing vehicles must hose down and remove all dirt, refuse and excess water resulting from the vehicle washing.
- (13) An owner, tenant, occupant or visitor of a Residential Strata Lot must not park in a parking stall assigned to the Commercial Strata Lots without prior approval of the council.

Rentals

- 10** (1) Within two weeks after renting all or part of his or her strata lot, an owner must provide the Strata Corporation with a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant.
- (2) Strata lots may only be rented, leased or occupied by license for a term of not less than one (1) year.
- (3) An owner, tenant or occupant shall not grant a license to any person or use or permit the use of his strata lot under any of the following arrangements:
- (a) pursuant to a house swap;
 - (b) pursuant to a student exchange;
 - (c) as a house sitter or roommate;
 - (d) as a motel, hotel, inn, hostel, or bed and breakfast or other similar accommodations;
 - (e) through any website designed for booking short term accommodations, including but not limited to www.Airbnb.com, www.vrbo.com and other similar websites; or
 - (f) a nightly or weekly rate.

Inform strata corporation

- 11** (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.
- (3) The Strata Corporation must promptly make the information referred to in subsections (1) and (2) available upon request by the section of which the strata lot in question is a member.

Obtain approval before altering a strata lot

- 12** (1) An owner must obtain the written approval of both the Strata Corporation and the section of which the strata lot is a member before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building,
 - (b) the exterior of a building,
 - (c) 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, including but not limited to wiring, plumbing, piping or other services,
 - (g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act,

(h) wiring, plumbing or piping that is part of a strata lot.

(2) The Strata Corporation and the section of which the strata lot is a member 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.

Obtain approval before altering common property

13 (1) An owner must obtain the written approval of the Strata Corporation and the section of which the strata lot is a member before making an alteration to common property, including limited common property, or common assets.

(2) The Strata Corporation and the section of which the strata lot is a member may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Alterations to a strata lot or common property

14 (1) Owners who undertake alterations in accordance with bylaws 12 and 13 must:

- (a) submit detailed plans and a description of the intended alterations to the council and executive,
- (b) obtain all applicable permits, licenses and approvals and submit copies to the council and executive,
- (c) be responsible for all costs involved in altering the strata lot or common property,
- (d) ensure all alterations are carried out in accordance with the design approved by the council or the executive or their duly authorized representatives,
- (e) ensure that the standard of quality of work and materials of the alteration shall be no less than the existing structures, and
- (f) initiate the alteration within 30 days of obtaining approval and complete the alteration within 60 days of obtaining approval.

(2) An owner who receives approval may be required by the council or the executive to sign an Alteration Agreement if deemed necessary by the council or executive.

(3) The council or the executive reserves the right to require or have an owner provide specified professional supervision or inspection or both of approved alterations. The council or the executive may include specified supervision or inspection as a requirement of approval.

(4) Any alteration to a strata lot or to common property that has not received the prior written approval of either the council or the executive must be removed at the owner's expense if either the council or the executive orders that the alteration be removed.

(5) Owners who undertake alterations to a strata lot and common property are responsible for and must indemnify the Strata Corporation and the section of which the

strata lot is a member for any damage suffered or costs incurred by the Strata Corporation or section directly or indirectly attributable to the alteration.

(6) Owners who undertake alterations in accordance with these bylaws, and subsequent owners of the strata lot receiving the benefit of the alteration, are responsible for all costs relating to:

- (a) the maintenance and repair of the alterations, and
- (b) the effects on all adjacent strata lots or common property.

(7) The council or the executive may maintain, repair or remove alterations to common property if the council or the executive determines that:

- (a) the alterations are not maintained or repaired, or
- (b) the alterations are damaged.

All costs incurred in the maintenance, repair and/or removal will be charged to the owner of the strata lot and are such owner's responsibility.

(8) On the sale of the strata lot, an owner must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an Alteration Agreement with the Strata Corporation and the section, the council may refuse to issue a Form F or the alteration may be removed by the council or the executive and the cost of the removal will be charged to the new owner.

(9) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council and the executive.

Permit entry to strata lot

15 (1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation or the section of which the strata lot is a member, 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 and any portions of a strata lot that are the responsibility of the Strata Corporation or section to repair and maintain under these Bylaws or insure under section 149 of the Act, or
 - (ii) to ensure compliance with the Act or these Bylaws.

(2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

(3) If forced entry to a strata lot is required in an emergency, the owner shall be responsible for all costs in respect of the forced entry and subsequent repair.

Indemnification and insurance deductible

16 (1) Subject to subsection (2), an owner will indemnify and save harmless the Strata Corporation from all expenses for any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or a strata lot to the extent that the damage or loss is not covered by the Strata Corporation's insurance if the owner is responsible for the loss or damage.

(2) In the event that loss or damage occurs to common property, limited common property, common assets or any strata lot that gives rise to a valid claim under the Strata Corporation's insurance policy the owner shall reimburse the Strata Corporation for the deductible portion of the insurance claim if the owner is responsible for the loss or damage that gave rise to the claim.

(3) Where an owner, tenant, occupant or visitor does or permits anything to be done that is illegal or for any reason invalidates the Strata Corporation's insurance, the owner must indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement of any damage to the common property, limited common property, common assets or strata lots.

(4) For the purpose of this bylaw, any costs for which a strata lot owner is responsible shall be considered as an expense chargeable to the owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

(5) An owner who fails to pay the cost of repair or remedying the loss or damage when due shall reimburse the Strata Corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by Court action or other means and including council member or management costs associated with lost time from employment, strata management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

Division 3 — Repair and Maintenance**Repair and maintenance of property by owner**

17 (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 or the section of which the owner's strata lot is a member.

(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 or the section of which the owner's strata lot is a member.

Repair and maintenance of property by residential section

18 The Residential Section must repair and maintain:

- (a) all items solely related to the Residential Section no matter how often the repair or maintenance ordinarily occurs, and
- (b) without limiting the generality of the foregoing, all limited common property designated for the use of one or more Residential Strata Lots.

Repair and maintenance of property by commercial section

- 19** The Commercial Section must repair and maintain:
- (a) all items solely related to the Commercial Section no matter how often the repair or maintenance ordinarily occurs, and
 - (b) without limiting the generality of the foregoing, all limited common property designated for the use of one or more Commercial Strata Lots.

Repair and maintenance of property by strata corporation

- 20** The Strata Corporation must repair and maintain all of the following no matter how often the repair or maintenance ordinarily occurs:
- (a) common assets of the Strata Corporation, and
 - (b) common property that has not been designated as limited common property or common property which is not the responsibility of a section to repair and maintain.

Division 4 — Council

Council size and membership

- 21** (1) The council must have at least 3 and not more than 9 members.
- (2) An owner will not be entitled to be elected to council or continue to stand on council if the Strata Corporation is entitled to register a lien against the strata lot under section 116 of the Act.

Council member's terms

- 22** (1) The term of the 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

- 23** (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.
- (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.

Replacing council member

- 24** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

- (2) A replacement council member may be appointed from any person eligible to sit on 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 20% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the Bylaws respecting the calling and holding of meetings.

Officers

- 25** (1) At the first meeting of the council held after each annual general meeting of the Strata Corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (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

- 26** (1) Any council member may call a council meeting by giving the other council members at least one weeks' 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 weeks' 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.
 - (4) The council members must inform owners about a council meeting as soon as feasible after the meeting has been called.

Quorum of council

- 27 (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,
 - (d) 4, if the council consists of 7 members, and
 - (e) 5, if the council consists of 8 or 9 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 28 (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 attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act, or
 - (b) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 29 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) 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

- 30 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

- 31 (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 spent, 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

32 (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

33 (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.

Division 5 — Executive of Separate Sections

Executive size and membership

34 (1) The executive of each section must have at least 1 and not more than 7 members.

(2) Any member of a section executive may also be a council member.

(3) An owner will not be entitled to be elected to the executive of a section or continue to be on the executive of a section if the section is entitled to register a lien against the strata lot under the Act.

Executive member's terms

- 35 (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 member

- 36 (1) A section may, by a resolution passed by a majority vote at a meeting of that section, remove one or more members from the executive.
- (2) After removing a member from the executive, the section must hold an election at the same meeting to replace the member for the remainder of the term of the member's appointment.

Replacing executive members

- 37 (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 20% of the votes in the applicable section may hold a meeting to elect a new executive by complying with the provisions of the Act, the regulations and these Bylaws respecting the calling and holding of meetings.

Executive officers

- 38 (1) At the first meeting of the executive held after each annual general meeting of that section, the executive must elect from among its members, a president, a vice president, a secretary and a treasurer, except as provided in subsection (2).
- (2) A person may hold more than one executive 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 executive members may appoint a replacement officer from among themselves for the remainder of the term.

Calling executive meetings

- 39 (1) Any member of the executive may call an executive meeting by giving the other executive members at least one weeks' 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 weeks' 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.
- (4) The executive must inform members of the section about an executive meeting as soon as feasible after the meeting has been called.

Requisition of executive hearing

- 40 (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

- 41 (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 meetings to be counted in establishing quorum.

Executive meetings

- 42 (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 under section 135 of the Act, and
 - (b) 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

- 43 (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

- 44 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

- 45 (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, or
 - (b) whether a person should be fined, and the amount of the fine.

Spending restrictions

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

Limitation on liability of executive member

- 47 (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 judgment against the section.

Division 6 — Enforcement of Bylaws and Rules**Maximum fine**

- 48 The Strata Corporation or a 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.

Continuing contravention

- 49 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.

Division 7 — Annual and Special General Meetings**Quorum**

- 50 (1) Quorum for an annual or special general meeting shall be the eligible voters holding 1/3 of the Strata Corporation's votes present in person or by proxy.
- (2) If at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of 15 minutes whereupon:
- (a) a meeting held pursuant to section 43 is cancelled, and
 - (b) a meeting held other than pursuant to section 43 shall be reconvened at the same place and the persons present in person or by proxy and entitled to vote at any time during the meeting, shall constitute a quorum.

Person to chair meeting

- 51 (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 meeting 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

52 (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

53 (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, secret ballot or by roll call or some other method.

(3) If a precise count is requested, the chair must decide whether it will be by show of voting cards, unless an eligible voter requests a precise count.

(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) 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.

(7) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the Strata Corporation is entitled to register a lien against the strata lot under section 116 of the Act.

Order of business

54 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 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 under section 125 of the Act,
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting,
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting,
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act,
- (m) elect a council, if the meeting is an annual general meeting, and
- (n) terminate the meeting.

Application to annual and special general meetings

55 The provisions of this Division apply as appropriate to annual and special general meetings of the Residential and Commercial Sections.

Division 8 - Common Expenses

Responsibility for common expenses

- 56** (1) Common expenses shall be the responsibility of a section or the Strata Corporation and apportioned to individual strata lots as follows:
- (a) common expenses that relate solely to a section or to areas designated as limited common property for a section or that relate to matters that are within the responsibility of a section to repair and maintain shall be the responsibility of that section and shall be borne by the owners of the strata lots within that section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots in that section subject to a unanimous resolution pursuant to section 100 of the Act, and
 - (b) common expenses that do not solely relate to a 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 the proportion the unit entitlement of their strata lot bears to the aggregate unit entitlement of all strata lots subject to a unanimous resolution pursuant to section 100 of the Act.

(2) Without limiting the generality of subsection (1)(a), the repair and maintenance expenses as required by bylaw 18 are expenses that relate solely to the Residential Section.

(3) Without limiting the generality of subsection (1)(a), the repair and maintenance expenses as required by bylaw 19 are expenses that relate solely to the Commercial Section.

(4) Without limiting the generality of subsection (1)(b), the expenses that shall be allocated to all strata lots are the repair and maintenance expenses as required by bylaw 20.

Division 9 — Voluntary Dispute Resolution

Voluntary dispute resolution

57 (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, these Bylaws or the rules.

(2) A dispute resolution committee consists of:

- (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
- (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

(3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 10 — Privacy

Privacy

58 (1) The Strata Corporation is authorized to install 36 video surveillance cameras which will operate 24 hours per day, seven days per week in the underground parking, above ground parking and various common areas throughout the interior and exterior of the building for the purpose of recording the activities of owners, tenants, occupants, visitors and members of the general public in order to identify and provide evidence in relation to persons who may be responsible for causing damage or loss or committing bylaw breaches or criminal activities.

(2) Signs indicating the presence and purpose of video surveillance cameras will be posted in all areas subject to video surveillance.

(3) Additionally the Strata Corporation collects data with respect to the usage of each security FOB.

(4) The video surveillance recordings and security FOB usage records will be maintained on a computer/central recording system located in an office which will remain locked at all times and will be password protected.

(5) The video surveillance recordings will be retained for 30 days after which they will be overwritten except where the council decides to preserve recordings from a specific incident or series of incidents and that decision, including the length of time that the recordings will be preserved, is recorded in the council meeting minutes or the recording contains information relevant to a matter as described in subsection (1), in which case the recording will be retained until the matter is resolved and all appeal periods, if applicable, have expired.

(6) The security FOB usage records will be retained for 30 days after which they will be deleted except where the council decides to preserve the information related to a specific incident or series of incidents and that decision, including the length of time that the recordings will be preserved, is recorded in the council meeting minutes or the recording contains information relevant to a matter as described in subsection (1), in which case the recording will be retained until the matter is resolved and all appeal periods, if applicable, have expired.

(7) The video recordings/security FOB usage records may be accessed or disclosed only under the following circumstances:

(a) access by Building Superintendent, elected Strata President(s) and elected Privacy Officer(s),

(b) pursuant to a court order, warrant or equivalent authorization in accordance with the terms of the authorizing document,

(c) to any person, as determined by majority vote of the council, if, the disclosure is consistent with the purpose as set out in subsection (1),

(d) to an owner, tenant or occupant who may only request access to view a video recording which contains images of the person making the request provided that permission of any other person(s) present in the recording is obtained and provided that the request is presented within 48 hours of the image being recorded, in which case, the recording will be retained for 21 days in order to permit viewing, unless a longer time period has been agreed between the person requesting the viewing and the council, and

(e) to any person, as determined by majority vote of the council, if, the disclosure is in the best interest of the Strata Corporation or any owner, tenant or occupant or is permitted by law.

(8) In installing and/or maintaining the systems described herein, the Strata Corporation makes no representation or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any 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.

Division 11 – Small Claims

Small claims actions

- 59** Pursuant to section 171 of the Act, the council, on behalf of the Strata Corporation, may commence a proceeding under the *Small Claims Act* against an owner or other person to collect money owing to the Strata Corporation without further authorization from the Strata Corporation. The council may commence the proceedings to collect monies owing to the Strata Corporation for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The council has full authority to negotiate a settlement or discontinue or dismiss the action.

Division 12 – Severability

Severability

- 60** (1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, subparagraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires. The terms “resident” or “residents” refer to those individuals residing in the building, whether as owners, tenants or other occupants.