

STRATA PLAN - BCS 2897 - GLENMORE BYLAWS

Registered at LTO October 14, 2021 – CA9435523

It is intended that these bylaws replace and supersede the standard bylaws found under the Strata Property Act S.B.C 1998 c.43 and amendments thereto (herein the “Act”) and all other registered bylaws of the strata corporation.

Unless otherwise stated all terms have the meaning prescribed to them in the Act.

Division 1 - Duties of Owners, Tenants, Occupants and Visitors

1. Payment of strata fees

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) An owner must pay a special levy on the date(s) on which it is due.
- (3) Interest may be charged on overdue strata fees and special levies and where charged, shall be calculated at ten percent (10%) per annum, compounded annually, which is in addition to any fine that might be imposed.
- (4) An owner shall pay to the strata corporation its actual legal fees and disbursements incurred by the strata corporation (including the costs of issuing a demand letter) in collecting unpaid strata fees, special levies, and any other amounts owing to the strata corporation (whether under the Act or these bylaws).
- (5) An owner whose payment is returned NSF shall pay to the strata corporation the amount of any service charge or other fee charged to it as a result thereof.

2. Repair and maintenance of property by owner

- (1) An owner must repair and maintain the owner’s strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) Except for repair and maintenance that is the responsibility of the strata corporation under these bylaws, an owner who has the use of limited common property must repair and maintain it.
- (3) Without limiting their obligations above, an owner must:

- (a) repair and maintain door handles and locks on all doors leading to and from their strata lot;
 - (b) repair and maintain weather stripping on exterior doors;
 - (c) keep patios, decks and balconies clean and clear of debris;
- (4) Where
- (a) a strata lot or the common or limited common property has been altered with the approval of the council; and
 - (b) it was term or condition of that approval that the owner and subsequent owners be responsible for the costs of the repair and maintenance of that alteration,

then the owner of the strata lot to which the alteration was done or who has the use and enjoyment of the altered common or limited common property or who otherwise benefits from the alteration shall be responsible for the costs of the repair and maintenance of the alteration which would otherwise not have been incurred by the strata corporation.

3. Use of property

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property, the limited common property or common assets in a way that
- (a) causes a nuisance, hazard or harm to another person,
 - (b) causes unreasonable noise (quiet hours shall be from 11pm to 7am, during which time a lesser level of noise is expected than during the period outside of those hours),
 - (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,
 - (e) unreasonably increases the risk of fire,
 - (f) creates a risk that could void the strata corporation's insurance; or
 - (g) 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:
- (a) Use an instrument, speaker, television, stereo or other device in a strata lot which produces a sound that exceeds 55 db between 7am

and 11pm and 45 db between 11pm and 7am when measured outside the strata lot;

- (b) Throw or shake items from any window, deck or balcony;
- (c) Display Christmas lights and decorations on the common or limited common property except between December 1 and January 15;
- (d) Attach decorations, brackets or any similar item to the exterior of a building using screws, nails or any similar fastener;
- (e) Store in or about a strata lot, the limited common property or the common property any item or substance which would create an unreasonable hazard;
- (f) Prune, remove, alter or otherwise interfere with plants, bushes and other vegetation on the common property, except with the prior written approval of the strata corporation;
- (g) Obstruct the common property or interfere with another person's use of the same;
- (h) Place or leave any item on the common property except with the prior written permission of the strata corporation or as permitted by these bylaws or the Rules;
- (i) Allow a strata lot to become unsanitary;
- (j) Feed birds, squirrels, rodents or wild animals on the common or limited common property, other than a hummingbird feeder;
- (k) Hang laundry, sheets, blankets or clothing on the common or limited common property or in the window of a strata lot;
- (l) Display any item in a window other than permitted window coverings and small decorative items;
- (m) Display window coverings visible from the outside of the building except for those which are white or off-white in colour;
- (n) Use a patio, deck, balcony or yard for the purposes of storage (other than with respect to items that are permitted on such areas);
- (o) Place a hot tub or swimming pool on the common or limited common property;
- (p) Use a barbeque or patio heater unless it is fuelled by propane or natural gas or powered by electricity;
- (q) Give keys, access cards or access codes to the amenity building to a person who does not reside in their strata lot or is not visiting them;

- (r) Store bicycles on decks or patios;
 - (s) Leave a garage door open when they are not in or adjacent to the garage;
 - (t) Driveways or parking spaces for the purpose of the cutting, drilling, or painting of materials or for any other similar activities;
 - (u) Allow children to play on the common property unless they are supervised, at a level and in a manner appropriate for their age, by an adult who is responsible for their care;
 - (v) Place or leave moving pods or transport containers on the common property;
 - (w) Enter any area of the common property to which access has been restricted (the council may restrict access to an area for reasons of safety or security);
- (3) 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.
- (4) Only patio furniture, patio heaters, a single deck box, a barbeque, a reasonable number of decorative accessories and potted plants shall be placed on the patios, decks or balconies.
- (5) Subject to electoral legislation and these bylaws, no object such as signs, advertising, notices, or placards shall be erected or displayed on common or the limited common property or a strata lot (such that it may be visible from the exterior of the strata lot).
- (6) No awning, shade screen, trellis, satellite dish, radio or television antenna, air conditioner, heat pump, patio cover, canopy, greenhouse or other such items shall be hung from or attached to the exterior of any building or placed on the limited common and common property, without the prior written approval of the council pursuant to Bylaw 7.
- (7) Owners, tenants, occupants and visitors must comply with all rules established in relation to the use of the amenity building.
- (8) An owner, tenant, occupant or visitor must not use a vaporizer, e-cigarette or smoke tobacco, marijuana or any similar substance:

- (a) on interior common property including the amenity building;
- (b) on the exterior common property within 7.5 meters of any window, entrance door or air in-take vent (including on a patio, deck or balcony);
- (c) within 4 meters of the boundary of the playground area;

4. Pets

- (1) The keeping of pets in a strata lot is restricted to the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 4 caged birds; and
 - (d) dogs and cats, provided that the total combined number does not exceed 3;
- (2) All pets must be on a leash not exceeding 6 feet in length (or otherwise secured) and under the direct control of their handler while on the common property.
- (3) A pet's owner must not allow it to defecate or urinate on the common property and if the pet does so, they must promptly remove any waste or excrement left by the pet on the common property;
- (4) Pets which are, at the discretion of the council, considered to be a nuisance or a danger may, after compliance with s.135 of the Act, be ordered in writing to be removed from the strata lot. An owner, tenant or occupant shall have thirty (30) days to comply with any such order.
- (5) Visitors who bring pets onto the common property must comply with these bylaws as they pertain to pets.

5. Inform strata corporation

- (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) Within 2 weeks of a tenant residing in a strata lot, the owner of that strata lot must provide the strata corporation with the tenant's name, strata lot number and telephone number.

6. Obtain approval before altering a strata lot

- (1) For the purposes of this bylaw the term “alteration” includes any one or more of the following:
 - (a) the replacement of an existing component of a building or structure, whether or not it is identical to the component being replaced;
 - (b) the modification of any component or portion of a building or structure;
 - (c) the addition of any item, component or fixture to a building or structure;
 - (d) changing the configuration of any part of a building or structure (including plumbing and ductwork); or
 - (e) making a physical improvement to a building or structure;but does not include painting the interior of a strata lot or the replacement of plumbing fixtures or light fixtures where no changes are being made to the pipes or wiring.
- (2) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) flooring;
 - (h) any portion of the plumbing, electrical, heating or fire suppression/detection systems; or
 - (i) those parts of the strata lot which the strata corporation must insure under section 149 of the Act (or any replacement of the same).
- (3) The strata corporation must not unreasonably withhold its approval under subsection (2), but as a condition of its approval, it may require an owner, tenant or occupant to:
 - (a) present design drawings and specifications pertaining to the proposed

- work (including a letter of assurance from a structural engineer regarding any structural changes which form part of the work);
- (b) ensure that all work is done to a standard and is of a quality consistent with that of the rest of the building;
 - (c) install or utilize certain materials or products;
 - (d) obtain all necessary permits and governmental approvals (including final inspection certificates) and provide copies thereof to the strata corporation;
 - (e) provide proof of course of construction insurance, in an amount specified by the strata corporation, for the period of the work;
 - (f) have the owner enter into a written agreement that they shall be responsible for any future repair and maintenance costs, damages or other expenses relating directly or indirectly to the alteration (an "Assumption of Liability Agreement");
 - (g) in the case of a tenant or occupant making the request, provide written approval of the changes by the owner; and
 - (h) provide such other documents or comply with any other terms and conditions as it may reasonably consider necessary in the circumstances;
- (4) Before commencing any alteration to their strata lot an owner to whom permission has been given must provide the following to the strata corporation:
- (a) a signed Assumption of Liability Agreement ;
 - (b) a building permit (if required);
 - (c) evidence of construction insurance (if required);
- (5) If approval is granted under subsection (2), only licensed and qualified trades may carry out work on the electrical, plumbing, heating and fire suppression systems.
- (6) An owner shall indemnify the strata corporation for any costs, fees, expenses and charges incurred by it in relation to:
- (a) returning to its previous condition any alteration which has been made and has not been approved;
 - (b) completing or fulfilling any condition or obligation which the owner failed to fulfil; or

- (c) determining whether this bylaw and any terms and conditions imposed under it have been complied with.

7. Obtain approval before altering common property

- (1) For the purposes of this bylaw the term “alteration” includes any one or more of the following:
 - (a) the replacement of an existing component of a building or structure, whether or not it is identical to the component being replaced;
 - (b) the modification of any component or portion of a building or structure;
 - (c) the addition of any item, component or fixture to a building, structure or the land;
 - (d) changing the appearance or configuration of any part of the exterior a building, a structure or the landscaping;
 - (e) making a physical improvement to a building, a structure or the land;
or
 - (f) the placing of a structure on the common property
- (2) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (3) The strata corporation may require as a condition of its approval that the owner, tenant or occupant making the request:
 - (a) present design drawings and specifications pertaining to the proposed work (including a letter of assurance from a structural engineer regarding any structural changes which form part of the work);
 - (b) ensure that all work is done to a standard and is of a quality consistent with that of the rest of the building;
 - (c) install or utilize certain materials or products;
 - (d) obtain all necessary permits and governmental approvals (including final inspection certificates) and provide copies thereof to the strata corporation;
 - (e) have the owner of the strata lot enter into a written agreement that they shall be responsible for any future repair and maintenance costs, damages or other expenses relating directly or indirectly to the alteration (an “Assumption of Liability Agreement”);
 - (f) provide proof of course of construction insurance, in an amount

- specified by the strata corporation, for the period of the work;
- (g) employ only trades who have Worksafe coverage;
 - (h) indemnify and save harmless the strata corporation and the other owners for any liens arising from the alterations (including but not limited to the actual costs incurred in removing the same); and
 - (i) provide such other documents or comply with any other terms and conditions as it may reasonably consider necessary in the circumstances.
- (4) Before commencing any alteration to the common property an owner to whom permission has been given must provide the following to the strata corporation:
- (a) a signed Assumption of Liability Agreement ;
 - (b) a building permit (if required);
 - (c) evidence of construction insurance (if required);
- (5) If approval is granted under subsection (2), only licensed and qualified trades may carry out work on the electrical, plumbing, heating and fire suppression systems.
- (6) An owner shall indemnify the strata corporation for any costs, fees, expenses and charges incurred by it in relation to:
- (a) returning to its previous condition any alteration which has been made and has not been approved;
 - (b) completing or fulfilling any condition or obligation which the owner failed to fulfil; or
 - (c) determining whether this bylaw and any terms and conditions imposed under it have been complied with.

8. Permit entry to strata lot

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, to:
 - (i) inspect, repair or maintain common property (including limited

common property), common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act; or

- (ii) investigate allegations of a breach of a bylaw or rule upon receipt of a complaint that a bylaw or rule has been breached; or
 - (iii) remedy the contravention of a bylaw or rule under s.133 of the Act.
- (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 access to a strata lot is not provided in accordance with this bylaw, the owner of the strata lot will be responsible for:
- (a) all costs of forced entry incurred by the strata corporation, including where the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;
 - (b) all costs incurred by the strata corporation in respect of contractors who must re-attend in order to access the strata lot; and
 - (c) the actual legal fees incurred in obtaining an order for entry.

9. Garbage

- (1) Any articles or material, other than normal household garbage and recyclables, being disposed of must be removed by, and at the expense of the owners, tenants and occupants of the strata lot from which the articles or materials originated.
- (2) Removal of all boxes and waste which is a result of the move is the responsibility of the owner(s), tenant(s) or occupant(s) moving in. Costs incurred by the strata corporation in removing such items will be charged to the strata lot.
- (3) All waste must be placed and kept in appropriate containers.
- (4) Items which fall out of garbage, composting or recycling bins must be picked by the owner, tenant or occupant of the strata lot to which the bins belong.
- (5) Garbage cans, recycling bins and organics containers must be stored inside a strata lot and may only be placed out after 3 pm on the day before the

scheduled pick-up day and must be retrieved by 10 pm on the scheduled pickup day.

10. Parking

- (1) Except for the purposes of temporarily loading, unloading or washing a vehicle, no person shall park a vehicle on the common property (including roadways) other than in a designated parking space.
- (2) Vehicles parked in a parking space or on a driveway apron must not extend into a roadway.
- (3) Vehicles which are being loaded, unloaded or washed must not be left unattended and must be moved immediately if blocking access to the garage of another strata lot or otherwise impeding passage along the roadway.
- (4) Persons driving vehicles must not exceed the speed limit of 10 km/hr.
- (5) No repairs to or servicing of motor vehicles may be carried out on the common or limited common property except in an emergency.
- (6) Motor vehicles dripping oil, gasoline or any other fluid may, at the discretion of the council, be prohibited from driving on the common property until repaired. Owners of motor vehicles leaving or dripping fluids on the common or limited common property shall promptly clean up the same.
- (7) Except in the case of moving trucks, deliveries and recreational vehicles, vehicles exceeding 4500 kg GVW, shall not be brought onto the common property.
- (8) Recreational vehicles, trailers and boats must not be parked or stored on the common or limited common property, other than on a temporary basis for the purposes of loading or unloading.
- (9) Recreational vehicles, trailers and boats may be parked in a garage provided the door can be fully closed when parked.
- (10) Visitors (including service providers) using the visitor parking area:

- (a) may only do so for a maximum of 16 hours in a 7 day period without written permission of the council;
 - (b) must display an approved visitor parking pass on their dash; and
 - (c) may not stay in a vehicle overnight;
- (11) Owners, tenants and occupants must not park their vehicle in parking spaces designated as visitor parking.
- (12) No vehicle may be parked in a handicapped parking space unless it displays a valid handicap parking permit or decal.
- (13) No vehicle may be parked on the common property unless licensed and insured.
- (14) Any vehicle which is in violation of any provision of this or any other bylaw or rule pertaining to parking of vehicles may, at the discretion of the council, be towed, without notice, at the expense of the owner of the vehicle.

11. Sale of Strata Lots

An owner of a strata lot, when selling his or her strata lot, will not display or post or permit any agent to display or post "for sale" signs or other signage for the purpose of selling or marketing a strata lot on the common property (except for a location on the common property approved by the strata council) or in the window of a strata lot.

Division 2 - Powers and Duties of Strata Corporation

12. Repair and maintenance of property by strata corporation

- (1) Subject to Bylaw 2(4), the strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is

restricted to

- (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
- (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, patios, decks, balconies and other things attached to the exterior of a building;
 - (D) doors (excluding door hardware), windows (including frames) and skylights on the exterior of a building or that front on the common property; and
 - (E) fences, railings and similar structures that enclose patios, balconies and yards.
- (d) A strata lot, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, decks, balconies and other things attached to the exterior of a building,
 - (iv) doors (excluding door hardware), windows (including frames) and skylights on the exterior of a building or that front on the common property; and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

13. Investigation Costs

Where the strata corporation takes steps, including hiring third parties, to determine (the “Investigation”) one of the following:

- (a) the source of damage (including the presence of water or mold) or some other defect to a strata lot or the common property;
- (b) the origin of a noise, odour or smoke;
- (c) whether there has been a breach of a bylaw or rule;
- (d) if an alteration was completed in accordance with the terms of its approval;

it may charge any costs related to the Investigation back to the owner of a strata lot where:

- (i) in the case of (a), the source of the damage or defect originated from within that owner's strata lot;
- (ii) in the case of (b), it is determined that the noise, odour or smoke originated in that owner's strata lot;
- (iii) in the case of (c), it is determined that the owner, tenant or occupant of the strata lot has breached a bylaw;
- (v) in the case of (d), where the alteration was done or which has the benefit of the alteration (if done to common or limited common property);

14. Legal Proceedings and Costs

- (1) In accordance with section 171(4) of the Act the authorization referred to under section 171(2) of the Act is not required for a proceeding under the Small Claims Act. Such proceedings may be commenced with the approval of the council only.
- (2) Where the strata corporation takes steps, including commencing any form of legal proceeding against an owner or tenant, in order to:
 - (a) enforce the bylaws or the rules; or
 - (b) collect monies owing to the strata corporation (including, but not limited to, fines, chargebacks and insurance deductibles)

it shall be entitled to charge to and recover from that owner or tenant its actual legal costs and other fees and costs incurred in doing so (unless unsuccessful in its claim).

Division 3 - Council

15. Council size

The council must have 3 to 7 members.

16. Council Membership

Where the strata corporation is entitled to register a lien against a strata lot under s.116 of the Act, the owner or tenant of that strata lot is ineligible for election to the

council and where that owner or tenant is already a member of the council, they shall be deemed to have resigned from council upon registration of a lien.

17. Council members' terms

- (1) The term of office of a council member ends with the election of a new council.
- (2) A person whose term as council member is ending is eligible for re-election.

18. Removing council member

- (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

19. Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 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.

20. Officers

- (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) The council, by majority vote, may remove an officer from their office (but not from council) and may (except in the case of the president) appoint a replacement officer from among themselves for the remainder of the term.
- (5) The secretary shall serve as privacy officer under the *Personal Information Protection Act* unless another council member is appointed to that role.

21. Limit on Liability of Council Member

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

22. Calling council meetings

- (1) Any council member may call a council meeting by giving the other council members one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency or urgent 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.

23. Quorum of council

- (1) A quorum of the council is
 - (a) 2, if the council consists of 3 or 4 members,

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

24. Council meetings

- (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 or digital means, council members and other persons attending the meeting are deemed to be present in person.

25. Voting at council meetings

- (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.
- (4) For the purposes of this bylaw, "majority vote" means a vote in favour of a resolution by more than 1/2 of the votes cast by council members who are present and who have not abstained from voting.

26. Council to inform owners of minutes

- (1) 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.
- (2) For the purposes of this bylaw "inform" includes mailing, placing under a strata lot door, emailing, posting to a website to which owners have access or placing in an area of the common property readily accessible to all owners.

27. Delegation of council's powers and duties

- (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,
 - (c) whether a person should be denied access to a recreational facility, or
 - (d) whether to grant an exemption under s.144 of the Act;

28. Spending restrictions

- (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.

29. Unapproved Expenditures

For the purposes of section 98(2) of the Act the maximum unapproved expenditure, together with all other unapproved expenditures, shall not exceed \$10,000.00.

Division 4 - Enforcement of Bylaws and Rules

30. Fines

- (1) The Strata corporation may fine an owner or a tenant:

- (a) Up to \$200.00 for each contravention of a bylaw; and
 - (b) \$50.00 for each contravention of a rule.
- (2) Fines, the costs to remedy a bylaw contravention and other similar amounts levied by the strata corporation must be paid within 14 days of being levied.

31. Continuing contravention

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.

32. Owner Responsibility for Compliance

An owner must not knowingly permit a tenant to breach a bylaw or rule.

Division 5 - Annual and Special General Meetings

33. Failure to Reach Quorum

- (1) Pursuant to section 48(3) of the Strata Property Act, if at the time appointed for an annual or special general meeting a quorum is not present:
- (a) if the meeting is an annual general meeting or a special general meeting held pursuant to s.42 of the Act the meeting stands adjourned for 15 minutes. At the time the meeting is reconvened, those eligible voters present at that time shall constitute a quorum;
 - (b) if the meeting is a special general meeting held pursuant to s.43 of the Act, it stands permanently adjourned.
- (2) If a meeting proceeds pursuant to (1)(a), and one or more eligible voters leave during the course of the meeting, the quorum shall be reduced to the number of eligible voters present, provided such number does not fall below 10% of the strata corporation's votes.

34. Electronic Meetings

For the purposes of this bylaw "electronic means" refers to telephone, video conferencing or any other electronic method or platform so long as it permits all persons participating in the meeting to communicate with each other during the meeting.

- (2) At the discretion of the strata council, a general meeting of the owners may be held by electronic means.

- (3) Where a meeting is held by electronic means the following bylaw provisions shall not apply:

Bylaw 36 - participation by other than eligible voters

Bylaw 37

- (1) issuing of voting cards;
 - (2) casting of votes by a show of voting cards;
 - (3) method of precise count;
 - (6) request for a ballot;
- (4) Where a meeting is held by electronic means all votes shall taken by roll call, a show of hands, the use of a polling or voting mechanism included in the meeting platform or some other means whereby a person can indicate their choice of vote. The choice of which method will be used shall be at the discretion of the chair of the meeting.
- (5) Where a meeting is conducted by electronic means, the strata council shall have the authority to establish procedures (the “Electronic Meeting Procedures”) for:
- (a) the method by which an eligible voter can participate;
 - (b) the registration of eligible voters;
 - (c) the submission of proxies;
 - (d) the conduct of discussion, including the placing of a reasonable limit on the length of debate on any particular motion or resolution;
 - (e) the process for nomination and election of candidates for strata council; and
 - (f) any other matter which is reasonably necessary to ensure the proper conduct of the meeting and which is not otherwise addressed in these bylaws.
- (6) The Electronic Meeting Procedures must accompany any notice of meeting.

35. Person to chair meeting

- (1) Subject to subsections (2) and (3) 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, including a strata manager.

36. Participation by other than eligible voters

- (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.

37. Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) A vote must be held by ballot, if the ballot is requested by an eligible voter, even if the chair has already decided on another form of vote under subsection (3).
- (7) A vote for strata lot may not be exercised, except on matters requiring a unanimous vote or an 80% vote, if the strata corporation is entitled to register a lien against that strata lot under s.116 of the Act.

- (8) Each person elected to the strata council must be elected by a majority vote, unless the owners present in person and proxy at the annual general meeting, by majority vote, approve another method of election.

38. Order of business

- (1) The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the strata corporation 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;
 - (n) terminate the meeting.
- (2) No person may make an audio or video recording of any part of a general meeting except where doing so is approved by majority vote of the owners present in person or by proxy at the meeting.

39. Summary Financial Statements

Pursuant to Regulation 6.7(3) the strata corporation may distribute with its Notice of Annual General Meeting, financial statements in summary form.

Division 6 - Additional Bylaws

40. Insurance Deductible and Damage to Property

- (1) For the purposes of section 149(4)(b) of the Act "major perils" shall include the peril of "earthquake" in addition to those perils listed under Regulation 9.1(2).
- (2) The owner of a strata lot shall be obligated to pay to the strata corporation:
 - (a) the amount of any insurance deductible paid by the strata corporation in relation to any claim made under or against the strata corporation's insurance policy (the "Deductible"); or
 - (b) the costs to investigate and repair any physical damage (the "Repair Costs") to the common property, limited common property or those portions of a strata lot which the strata corporation is required to repair (or otherwise chooses to repair) and for which a claim is not made under or against the strata corporation's insurance policy;

where either of the following apply:

- (i) the owner, their tenant, an occupant of the owner's strata lot or a visitor or invitee to the strata lot is responsible for the cause of the loss or the damage; or
 - (ii) the source of the damage originated in that owner's strata lot (other than from common property within the strata lot).
- (2) If an insurance claim is made under the strata corporation's insurance policy in relation to any portion of an owner's strata lot and the damage is confined to that owner's strata lot, the owner shall pay directly any Deductible related to such claim where:
 - (a) the owner, their tenant, an occupant of the owner's strata lot or a visitor or invitee to the strata lot is responsible for the loss or damage that gave rise to the claim; or
 - (b) the source of the damage giving rise to the claim originated in that owner's strata lot (other than from common property within the strata lot)
- (3) Where the strata corporation takes steps or does work, on an emergency basis, to mitigate the damage to a strata lot or the common property, and in doing so incurs costs which are not paid as part of an insurance claim (the "Emergency Costs"), the strata corporation can charge those costs to either

of:

- (a) the owner of the strata lot to which those steps or work relate; or
 - (b) the owner of the strata lot from which the source of the damage originated (other than from common property within the strata lot).
- (4) Each owner, tenant or occupant of a strata lot shall cooperate with the strata corporation, its insurer and any trades or contractors hired by them to mitigate or repair damage. Where they fail to do so, the owner of the strata lot shall pay to the strata corporation any additional costs or charges incurred by it as a result of such failure (the "Additional Costs")
- (5) An owner who is determined to be liable for a Deductible, Repair Costs, Emergency Costs or the Additional Costs shall pay the same to the strata corporation within 30 days after being given notice in writing the amount is due and owing.
- (6) The owner of a strata lot shall to pay to another owner the reasonable costs (including any insurance deductible) incurred by them to repair any damage to that other owner's strata lot for which:
- (a) the owner, their tenant, an occupant of the owner's strata lot or a visitor or invitee to the strata lot is responsible; or
 - (b) the source of the damage originated in that strata lot (other than from common property within the strata lot).

41. Rental of Strata Lots

- (1) Should an owner rent a strata lot (including under an exemption under the Act), that owner must submit a signed Notice of Tenant's Responsibility to the Strata corporation within the time limit allowed under the Act.
- (2) An owner or landlord who fails to submit a signed Notice of Tenant's Responsibility within the time limit allowed under the Act (being 14 days) shall be subject to a fine in the amount of \$100.00 for every month or part thereof that the strata lot is rented and the strata corporation is not in receipt of a signed Notice of Tenant's Responsibility.
- (3) For the purposes of this bylaw, the occupancy of a strata lot by a person for a period of greater than sixty (60) days, without the owner also residing in the strata lot, (whether or not money is exchanged) shall be deemed to be a rental of the strata lot.

42. Marijuana

- (1) For the purposes of this bylaw, a reference to “marijuana” shall include “cannabis”.
- (2) An owner, tenant occupant or visitor must not cultivate, alter or process marijuana in a strata lot or on the common or limited common property;

43. Owner Video Surveillance

- (1) An owner, tenant or occupant must not operate a video surveillance system or security camera (including a door bell camera) which captures activities outside of their strata lot unless:
 - (a) they can establish, to the satisfaction of council, that:
 - (i) there is a need for such a system or a camera;
 - (ii) the system or camera does not and cannot (due to its location) capture activities:
 - A. on the common property (other than the area immediately adjacent to an entry door);
 - B. on the limited common property of another strata lot; or
 - C. within another strata lot;
 - (b) they receive the written permission of the council to install and operate the system or camera;
 - (c) they agree in writing to be responsible for the repair and maintenance of the camera and system and to repair any damage caused by the installation of the same.
- (2) Where permission is given under (1)(b) above:
 - (a) the camera(s) may only be installed in the location(s) approved by the council;
 - (b) the council shall, on notice given pursuant to these bylaws, have the right to inspect the system or camera and images captured by it to ensure compliance with (1)(a)(ii) above;

(c) the owner, tenant or occupant shall indemnify and save harmless the strata corporation from all claims, demands, charges, expenses, damages and costs arising from the existence and operation of the system or camera;

(d) it may be revoked where the council determines the continued operation of the camera or system interferes with the privacy rights of others, contravenes a law or is not in the best interests of the strata corporation as a whole.