Tribe Community Mgmt With ♥

BYLAWS

VR2312

HARTFORD LANE



Tribe
Community Mgmt
With ♥

BYLAW AMENDMENTS

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

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. If an owner fails to pay strata fees at the required time the strata corporation may charge a fine of $25.00 per month each month the strata fees remain in arrears and interest at the rate of 10% per annum compounded annually. If an Owner fails to pay a special levy at the required time he may be fined the greater of $50.00 for each month the special levy remains unpaid or 10% of the amount outstanding up to a fine of $200.00 per month. There will be an NSF fee of $25.00 for each cheque or pre-authorized payment that is not honoured by the Owner's financial institution.

Repair and maintenance of property by owner

2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

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

(3) Unless such damages are covered by the proceeds of the Strata Corporation's insurance policy, the Strata Corporation shall not be responsible for any loss, damage or expense caused by the negligent act or omission, of an Owner, Tenant or Occupant or their Visitors including but not limited to the following:

(a) overflow of plumbing fixtures due to error or neglect;

(b) a log rolling out of a fireplace;

(c) rupture of an in-suite washing machine hose or dishwasher hose;

(d) carpet stains by pets, food, paint, bleach, nail polish or any other substance;

(e) malfunctioning of in-suite appliances and/or equipment including but not limited to refrigerators, icemakers, dishwashers, washing machines and showerheads;

(f) an overflow or leakage of water from an adjoining Strata Lot by breaking or bursting of any pipes, plumbing fixtures or in any manner whatsoever, unless such damage results from the negligent act or omission of the Strata Corporation, its servants or agents.

In any of the above noted instances, the Owner of the Strata Lot that sustained the damages will be responsible to reimburse the Strata Corporation for the cost

of the Strata Corporation's insurance deductible, if the matter is covered by the Strata Corporation's insurance.

(4) An Owner or Tenant shall reimburse the Strata Corporation for any reasonable costs associated with cleaning and/or restoring any damage to the common property in connection with a party or gathering held by an Owner or Tenant or any of their Visitors or Occupants, including minors.

Use of property

3 (1) An owner, tenant, occupant or visitor must not use 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,

(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) The Strata Lot shall be used as a private dwelling unit or as permitted under the District of North Vancouver's Bylaws.

(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) Owners, Tenants or Occupants are responsible for all persons they admit on or about the common property, inclusive of agents, servants, licensees or invitees.

(5) It will be the express responsibility of an Owner to ensure that all moves in or out by the Owner, Tenant or Occupant conform to the rules as established by the Strata Council from time to time.

(6) The Owners, Strata Corporation VR 2312 agree to allow memorial plaques, of approximately 4" x 6" in size, to be placed on the ground in front of a dedicated tree, representing the recognition of a deceased long term Resident, or the recognition of a birth or of a marriage.

(7) An Owner/Occupant/Tenant or Visitor to a unit will exercise due care in their use of the patio/deck associated with that unit.

(8) An Owner/Occupant/Tenant will clean the surface of the deck in a non-damaging manner at least twice per year preferably once in the Spring and again in the Fall. The Strata Council will provide information on appropriate cleaning techniques and materials.

(9) An Owner is responsible for the repair of any damage to the deck/patio (including the membrane and railings) of their unit caused by the Owner/Tenant/Occupant or any Visitors to that unit. Damage includes, but is not limited to, that caused by sharp objects, patio furniture, BBQ's, burns and corrosive fluids.

(10) An Owner/Occupant/Tenant is not permitted to hang or attach any object to the deck/patio railings. This includes but is not limited to items such as flower boxes, planters, baskets and animal feeders.

(11) In September/October of each year the Strata Council will perform an inspection of the deck/patio of each unit. Any defects found during this inspection will be repaired by the Strata Council. If the defect occurred as a result of damage as per clause (6) of this bylaw, the cost of the repair will be charged back to the Owner of that unit.

(12) An Owner, Tenant, Occupant or Visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

(13) An Owner, Tenant or Occupant must not keep any pets on a Strata Lot other than one or more of the following:

(a) a reasonable number of fish or other small aquarium animals;

(b) a reasonable number of small caged mammals;

(c) up to 2 caged birds;

(d) up to two dogs and one cat; or two cats and one dog

(e) In this bylaw, a Pet Owner includes any person who owns, has in their custody or under their control, or harbours any pet within Hartford Lane, Strata Corporation VR 2312.

(f) Any pet kept by an Owner, Tenant or Occupant must be registered with the Council by providing to the Council a written notice including:

(a) The breed, colour and sex of the pet

(b) The Strata Lot number where the pet is kept

(c) The name and contact telephone number of the Pet Owner

(d) The license number of the pet (where the pet is one required to be licensed under the jurisdiction of the District of North Vancouver)

(g) Owner, Tenants or Occupants who already have pets at the time of passing this bylaw must register them with the Council within 21 days.

(h) No dog shall be permitted on the common property unless the pet is leashed and under the control of the Pet Owner or someone authorized by the Pet Owner.

(i) No pet shall be permitted to urinate or defecate on the common property. If any pet defecates on the common property, the Pet Owner shall immediately and completely remove all of their pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.

(j) No pet shall be permitted to damage the common property. The Pet Owner of a pet that damages the common property shall be liable for the cost of repairing such damage in addition to any fine that may be levied.

(k) An Owner, Tenant or Occupant whose guest or invitee brings an animal onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations to that animal or pet as set out in these bylaws.

(l) If the council receives a complaint about a pet, then the council shall give written notice of the complaint to the Pet Owner. The Pet Owner shall have 7 days from the date of such notice to make written representations to Council in response to the complaint. If, upon due consideration of the complaint and any responses received, the council decides that the pet is unsafe or a nuisance, then the council shall give written notice of its decision to the Pet Owner, stating the grounds for the decision. The pet shall then be removed from the Strata Lot and common property within 14 days after the date of the written notice.

(14) No noise shall be made in or about the Strata Lot or on the common property, which in the opinion of the Council, interferes with the enjoyment by other Strata Lots or the common property.

(15) Mops or dusters of any kind shall not be shaken from, and nothing shall be thrown out of any window, door, or other parts of the Strata Lot or common property.

(16) No barbeques or other like cooking devices other than those fuelled by propane, natural gas or electricity may be used. No Owner, Tenant or Occupant shall operate a barbecue or like cooking device in a manner which, in the opinion of Council, interferes with another owner's enjoyment of their Strata Lot.

(17) Contractor's work or similar alterations shall be limited to the hours between 8:00 a.m. and 8:00 p.m.

(18) No Owner, Tenant, Occupant or Visitor shall be permitted to trespass on Limited Common Property to which another Owner is entitled to exclusive occupation.

(19) Noise Bylaws, as per the District of North Vancouver's regulations must be adhered to.

(20) Everything shall be done to reduce fire hazards and nothing should be brought onto or stored in a Strata Lot or on the common property which will in any way increase or tend

to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.

(21) No material substances especially burning material such as cigarettes or matches shall be permitted to fall out of any window, door or other part of a Strata Lot or common property.

(22) All household refuse shall be contained in suitable plastic bags and deposited in the common garbage containers.

(23) Recyclable materials can be put into the designated recycle containers.

(24) Any material other than ordinary household refuse and garbage shall be removed by the individual Owner, Tenant or Occupant of that Strata Lot.

(25) All Owners, Tenants, Occupants and Visitors shall comply with the rules regarding bicycles, scooters and skateboards established by the Council from time to time.

(26) An owner, occupant, or visitor must not construct, install, whether temporarily or permanently, a trampoline, or trampoline-like structure or hot tub or hot tub-like structure on common property, limited common property or common assets of the Strata Corporation. If unsure whether a structure falls under this bylaw, consultation with council with written approval is required

Inform Strata Corporation

4 (1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, Strata Lot number and mailing address outside the Strata Plan, if any.

(2) On request by the Strata Corporation, a Tenant must inform the Strata Corporation of his or her name.

Exterior Appearance

5 (1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the Strata Lot without prior written approval of the Council.

(2) No awning, shade screen, smoke stack, satellite dish, radio or television antennae shall be hung from or attached to the exterior of the Strata Lot, without prior written approval of the Council.

(3) No laundry, clothing, bedding or other articles shall be hung or displayed from windows, decks, or other parts of the Strata Lot so that they are visible from the outside.

(4) No enclosures of limited common property or other structural alterations either to the interior or the exterior of the buildings shall be made, nor the wiring, plumbing, piping, landscaping, or other services altered or supplemented on the Strata Lot or within any walls or on the common property without prior written approval of the Council.

(5) The exterior appearance of the Strata Lot or the building shall not be altered in any way, including but not limited to the painting of the exterior parts of the building, or the attachments of sunscreens or greenhouses, without the prior written approval of the Council.

(6) No draperies or window coverings that are visible from the exterior of any strata lot shall be other than a neutral white, off-white or ivory shade.

(7) No alterations are permitted to those parts of the strata lot, which the Strata Corporation must insure under section 149 of the Strata Property Act without the prior written approval of the council.

Installation of HVAC Units

6 (1) Under these bylaws, an air conditioning unit or a heat pump unit (collectively, the "HVAC Unit") is defined as those installed within an owner's strata lot and/or the common property, including ancillary equipment such as external condensers andpiping installed on the strata lot or common property, including:

(a) any existing HVAC Unit serving the owner's strata lot;

(b) any replacement HVAC Unit; or

(c) any new HVAC Units.

(2) Further and in addition to the requirements of bylaw 6, the owner must apply in writing to the strata corporation for written approval to install an HVAC Unit prior to commencing the installation, and the owner must execute the strata's Alteration Request document and/or applicable indemnity agreement and comply with all requirements as outlined therein, and likewise comply with all requirements as outlined in this bylaw. Such indemnity agreement is subject to change at any time, at the sole discretion of the strata corporation, prior to execution by the owner.

(3) The owner must assume responsibility for all costs and expenses related to the installation, use, maintenance, or replacement of the HVAC Unit, whether located within an owner's strata lot and/or the common property, including ancillary equipment such as external condensers and piping.

(4) The owner and any subsequent owner on title that receives the benefit of the HVAC Unit must indemnify and hold harmless the strata corporation for any costs, damage or maintenance to the strata lot, common property, common assets, or any other part of the building or services that directly or indirectly occurs during the installation, use or maintenance of the HVAC Unit while they are the owner, and any such work may be undertaken or repaired by the strata corporation at its sole discretion and charged to the owner. If appropriate, such cost shall be added to and become part of the strata fees of that owner for the next month following the date on which the cost was incurred and will become due and payable on the due date of the payment of the monthly strata fees.

(5) The owner and any subsequent owner on title that receives the benefit of the HVAC Unit must indemnify and hold harmless the strata corporation from any legal claims and demands whatsoever arising out of or in any way attributable to the HVAC Unit while they are the owner, whether such claims are on behalf of the *owner or a third party. If appropriate, such cost shall be added to and become part of the strata fees of that owner for the next month following the date on which the cost was incurred and will become due and payable on the due date of the payment of the monthly strata fees.*

(6) The strata corporation may require as a condition of its approval that the owner agree, in writing, to restore the common property or limited common property, as it relates to the HVAC Unit, to its former condition on sale of the strata lot. Such condition shall be binding on all heirs and successors. If the owner, heirs, or successors refuse or neglect to restore the same, the strata corporation may conduct the restoration at the expense of the owner and/or their heirs or successors. If appropriate, such cost shall be added to and become part of the strata fees of that owner for the next month following the date on which the cost was incurred and will become due and payable on the due date of the payment of the monthly strata fees.

(7) An owner must obtain the written approval of the strata corporation for any alterations that directly or indirectly involve altering or increasing the electrical load of a strata lot or increasing the load peak period duration of the strata lot, including but not limited to HVAC units, EVs and saunas, and the following requirements further apply:

(a) Such alterations are subject to review and approval by the strata corporation, which may at its sole discretion withhold its approval for the alteration, as necessary to deal with the impact of the load increase or peak period duration on the strata as a whole;

(b) Installation on balconies is prohibited;

(c) Upon request, the strata may require the owner to undertake and provide an independent electrical evaluation to determine the same.

(d) Strata council shall not approve any load increase that would prevent another strata unit on the same electrical feed making an equivalent load increase.

By adding Bylaw 6 (7) all Bylaws are hereby re-numbered.

(8) HVAC Units acceptable for installation are:

(a) Ultra-Compact HVAC Units.

(b) Mini Split Ductless HVAC Units, whether single head or multiple head;

(c) Central heating, ventilation, and cooling units, known as Forced Air HVAC;

or

(d) A combination of two or more of the above.

(9) The owner must provide the following specifications on the HVAC Unit to the strata corporation:

(a) The type, make, model and colour of the HVAC Unit;

(b) The performance specifications of the HVAC Unit, including max wattage;

And

(c) A plan, pictures and/or drawings, as appropriate, indicating:

(i) The proposed location of the HVAC Unit;

(ii) The location and routing of supply and return lines; and

(iii) The location and routing of condensate drain lines

(iv) The location and routing of electrical service.

(10) The owner must obtain permits from the District of North Vancouver (DNV) and *submit them to the strata for approval prior to commencing the installation.*

(11) The owner must ensure the HVAC Unit meets Canada's Energy Efficiency Regulations.

(12) The owner must ensure the HVAC Unit is installed by a duly licensed and insured contractor in a proper and professional manner, adhering to all relevant governing authority guidelines, bylaws, codes and regulations.

(13) The owner must ensure, through a qualified electrician's confirmation that must be provided to the strata corporation upon request, that their strata lot electrical service can handle the load required by the HVAC Unit.

(14) Neither the HVAC Unit's maximum amperage nor its maximum wattage can exceed the approved values indicated in the strata's Alteration Request document.

(15) Per the DNV's Heat Pumps & Noise Guide document, the HVAC Unit's external heat pump and/or external cooling unit must be equipped with all of the following:

(a) Variable speed fans and compressors;

(b) Soft start and stop functions;

(c) Nighttime and low sound modes; and

(d) Insulated compressors.

(16) Further and in addition to Bylaw 3(14) and Bylaw 3(19), the owner must ensure that the HVAC Unit's operation does not unreasonably disturb other owners,

including abiding by the following:

(a) Installing sound dampening barrier vegetation wherever possible;

(b) Must be mounted on a noise and vibration reducing pad specifically intended for compressor or heat pump units and must not be mounted on a sidewall or roof;

(c) Should the unit be easily viewed from the street, it must be screened from view as directed by the strata corporation;

(d) Ensuring the maximum noise emissions do not exceed the sound levels, as per all DNV Noise Regulation bylaws as applicable;

(e) Ensuring the HVAC's maximum dbs. rating is 55, as measured at one metre from the unit, based on the manufacturer's specifications;

(f) Maintaining optimum operational standards in order to remain within the maximum noise emissions in this and other bylaws;

(g) Should the owner be unable to maintain the HVAC Unit in accordance with this or any other bylaw, the owner must decommission and remove or replace the HVAC Unit at the owner's own expense, and the strata shall in no way be responsible for doing the same;

(h) Should the HVAC Unit's noise level exceed the allowable limit stated in these bylaws, and no other strata lot owner is unreasonably disturbed by the noise level, the strata has sole discretion in whether to enforce subsections (a)-(c) above.

(17) Should the owner replace the HVAC Unit or install a new HVAC Unit, the owner must ensure that any such unit and the associated equipment, including but not limited to supply and return lines, electric service, and the like, is in a construction and color scheme corresponding to the overall appearance of the strata complex buildings, such correspondence to be determined at the sole discretion of thestrata council upon a reasonable basis.

(18) The owner is responsible for ensuring that any water, liquid or waste from the HVAC Unit is drained appropriately The owner is further responsible for any damage or loss caused by water, liquid or waste from the HVAC Unit that enters the common property, common assets or a strata lot.

(19) The owner must provide the final inspection notice upon completion of installation of the HVAC Unit.

(20) The owner must abide by the following restrictions regarding the installation of HVAC Units:

(a) Installation on balconies is prohibited;

(b) Installation via heat pump hangers is prohibited; and

(c) Installation via seismic restraints is permitted.

By adding a new Bylaw 6 all Bylaws are hereby re-numbered.

Obtain approval for alterations

7 (1) An owner or tenant 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 that includes attic space;

(g) electrical or plumbing work that require permits from the District of North Vancouver

(h) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;

(2) The strata corporation may withhold its approval if the owner proposing the alteration has not provided the strata corporation with:

(a) scaled plans and specifications that clearly show the proposed alteration;

(b) list of materials to be used for the proposed alteration;

(c) estimated dates of commencement and completion of construction;

(d) copies of all municipal or other approvals and permits for the alteration if required;

(e) evidence of appropriate insurance coverage from the contractor relating to the alteration including evidence of registration with the Workman's Compensation Board of BC; and

(f) the owner must indemnify and hold harmless the strata corporation for all costs, maintenance or damage caused to the common property, common assets or to any strata lot directly or indirectly resulting from any alteration or proposed alteration of that owner.

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

(4) An owner must obtain the written approval of the strata corporation before making an alteration to a common property, included limited common property or common assets.

(5) The strata corporation may at is sole discretion withhold its approval to the above, if the owner proposing the alteration has not provided the strata corporation with:

(a) scaled plans and specifications that clearly show the proposed alteration;

(b) photographs of the proposed alternation area in its present state;

(c) a written detailed scope of the proposed alterations, including a list of materials, estimated dates of commencement and completion of construction;

(d) such other information reasonably requested by the strata corporation relation to the alterations;

(e) upon completion of the alteration, provide photographs of the alteration;

(f) the owner must indemnify and hold harmless the strata corporation for all costs, maintenance or damage caused to the common property, common assets or to any strata lot directly or indirectly resulting from any alteration or proposed alteration of that owner.

(6) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration

Permit entry to strata lot

8 (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 inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 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.

Division 2 - Powers and Duties of Strata Corporation

The Strata Corporation must repair and maintain all of the following:

9 (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, balconies and 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 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, balconies and other things attached to the exterior of a building,

(iv) doors and windows 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.

Division 3 - Council

Council Size

10 (1) The Council must have at least 3 and not more than 7 members

Council Members' Terms

11 (1) The term of office of a Council Member ends at the end of the Annual General Meeting at which the new Council is elected.

(2) A person whose term as Council Member is ending is eligible for re-election.

Removing Council Member

12 (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

13 (1) If a Council Member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining Members of the Council may appoint a replacement Council Member for the remainder of the term.

(2) A replacement Council Member may be appointed from any person eligible to sit on the Council.

(3) The Council may appoint a Council Member under this section even if the absence of the Member being replaced leaves the Council without a quorum.

(4) If all the Members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a Special General Meeting to elect a new Council by complying with the provisions of the Act, the regulations and the Bylaws respecting the calling and holding of meetings.

Officers

14 (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

15 (1) Any Council Member may call a Council Meeting by giving the other Council Members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A Council Meeting may be held on less than one week's notice if

(a) all Council Members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all Council Members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The Council must inform Owners about a Council meeting as soon as feasible after the meeting has been called.

Requisition of Council Hearing

16 (1) By application in writing, stating the reason for the request, an Owner or Tenant may request a hearing at a Council meeting.

(2) If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant within one month of the request.

(3) If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the hearing

Quorum of Council

17 (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.

Council Meetings

18 (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;

(b) rental restriction Bylaw exemption hearings under section 144 of the Act;

(c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

Voting at Council Meetings

19 (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

20 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

21 (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

22 (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

23 (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 4 - Enforcement of Bylaws and Rules

Maximum Fine

24 (1) Unless indicated otherwise within the specific Bylaw or rule, the Strata Corporation may fine an Owner, Tenant or Occupant a maximum of

(a) $200 for each contravention of a Bylaw, and

(b) $50 for each contravention of a rule.

(2) In cases of infractions of the Bylaws or rules, fines may be levied by the Council, and shall be added to and become part of the strata fees for the Owner's, Tenant's or Occupant's strata lot and become due and payable on the following due date of the strata fee.

(3) 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.

Continuing Contravention

25 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 5 - Annual and Special General Meetings

Person to Chair Meeting

26 (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

27 (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

28 (1) At an Annual or Special General meeting, voting cards must be issued to eligible voters.

(2) At an Annual or Special General meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

(3) If a precise count is requested, the Chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the Chair and recorded in the minutes of the meeting.

(5) If there is a tie vote at an Annual or Special General meeting, the President, or, if the President is absent or unable or unwilling to vote, the Vice President, may break the tie by casting a second, deciding vote.

(6) 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) Annual and Special General Meetings may be held by telephone or other electronic means 2023-10-26 CB986960

Order of Business

29 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.

Division 6 - Voluntary Dispute Resolution

Voluntary Dispute Resolution

30 (1) A dispute among Owners, Tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

(a) all the parties to the dispute consent, and

(b) the dispute involves the Act, the regulations, the bylaws or the rules.

(2) A dispute resolution committee 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 7 - Rental Prohibition Bylaw

31 (1) An Owner is permitted to rent their strata lot.

(2) Prior to possession of a strata lot by a tenant, an Owner shall deliver to the tenant the current Bylaws and Rules of the Strata Corporation and a Notice of Tenant's Responsibilities in Form K as provided by the Regulation, or such other form as prescribed by the Act.

(3) Within two (2) weeks of renting a strata lot, the Owner shall give the Strata Corporation a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act or as otherwise prescribed by the Act.

(4) Within two (2) weeks of renting a strata lot, the Owner shall give the Strata Corporation a copy of every written tenancy agreement, as defined in the

Residential Tenancy Act (British Columbia) applicable to the tenancy, as amended or replaced.

(5) Where an Owner leases or rents a strata lot in contravention of any provisions of this Bylaw, the Owner is subject to a fine for each seven (7) day period the strata lot is rented and the Strata Corporation may take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or court injunction to enforce the Bylaw. Any legal costs incurred by the Strata Corporation to enforce the rental Bylaws shall be the responsibility of the contravening Owner and recoverable under the Bylaw. Any legal costs incurred by the Strata Corporation to enforce the rental Bylaws shall be the responsibility of the contravening Owner and recoverable from the Owner on a solicitor and own client basis by the Strata Corporations.

(6) An Owner is responsible for paying his, her or their tenant's fines and any costs incurred for remedying a contravention of the Bylaws or Rules, if required by the Strata Corporation.

(7) Except where otherwise indicated in a specific Bylaw, the Strata Corporation may fine an Owner or tenant a maximum of:

(a) $200.00 for each contravention of a Bylaw; and

(b) $50.00 for each contravention of a Rule Short-Term Accommodation Prohibition 2023-10-26 CB986960

Short -Term Accommodation Prohibition

32 (1) For the purposes of this Bylaw, "short-term" is defined as any period that is less than thirty (30) consecutive days.

(2) Without limiting the generality of any rental restriction Bylaw adopted by the Strata Corporation, an Owner, tenant, occupant, guest or visitor shall not grant a license to any person/corporation, or use or permit the use of a strata lot, common property, or common assets (or parts thereof) under any express or implied, written or verbal shortterm occupancy agreement, including but not limited to:

(a) Short-Term occupancy,

(b) Hotel or hotel-like accommodation,

(c) Boarding or lodging house;

(d) House "letting";

(e) Time share;

(f) Bed-and-breakfast;

(g) Short-Term accommodations advertised under the names “Airbnb”, “VRBO”, “Home Away” or monikers advertising, by newspaper, Craigslist, internet or otherwise, short-term occupancy of accommodation of any kind;

(h) At a nightly or weekly rate; or

(i) Vacation, travel or temporary accommodation.

(3) An Owner, tenant, occupant, guest or visitor shall not advertise a strata lot, common property, or common assets (or parts thereof) for any short-term occupancy license or arrangement such as those set out in subsection (2).

(4) Student homestays, where students reside in a strata lot with a host-family for a school year or semester, are exempted from this Bylaw.

(5) An Owner must obtain the written approval of the Strata Corporation before granting a license to any person/corporation, or using or permitting the use of a strata lot, common property, or common assets (or parts thereof) for “house swaps”, defined herein as where an owner trades the use of a strata lot for the use of another person’s home, and the Strata Corporation has the sole discretion in granting or denying such approval.

(6) Any contravention of this Bylaw will be subject to a maximum fine of $1,000.00 per day 2023-10-26 CB986960

Division 8 - Small Claims

33 Pursuant to section 171 of the Strata Property 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 or 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 9 – Severability

34 (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, sub-paragraph 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.

Division 10 – Insurance

35 (1) An Owner is deemed to be responsible for any loss or damage caused to the common property, limited common property, common assets or to any Strata Lot; where the cause of such loss or damage originated within the Owner’s Strata Lot and the loss or damage is not covered by any insurance policy.

(2) An Owner is also deemed to be responsible for any loss or damage to the common property, limited common property, common assets or to any Strata Lot; where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the Owner, and/or Owner’s Tenants, Occupants or Visitors and the loss or damage is not covered by any insurance policy.

(3) If any loss or damage deemed to be the responsibility of an Owner under subsection (1) and/or (2) of this Bylaw results in a claim against any insurance policy held by the Strata Corporation; that Owner is strictly liable to reimburse the Strata Corporation for the full amount of any insurance deductible, any portion of insurance coverage declined and/or any amount by which the loss or damage exceeds the insurance coverage. That Owner shall indemnify and save harmless the Strata Corporation for these amounts.

(4) If any loss of damage deemed to be the responsibility of an Owner under subsection (1) and/or (2) of this Bylaw does not exceed the insurance deductible for an insurance policy held by the Strata Corporation; that Owner is strictly liable and shall indemnify and save harmless the Strata Corporation for any resulting expense for maintenance, repair or replacement rendered necessary, which it is the Strata Corporation’s responsibility to perform.

(5) For the purposes of this Bylaw any amount which an Owner is responsible to pay shall be assessed against that Owner’s Strata Lot and included in the statement of account for that Strata Lot.

Division 11 - Automobile Use and Parking

36 (1) An Owner, Tenant or Occupant shall only use the parking spaces

(a) Purchased with the Strata Lot, and

(b) Allocated for his use by the Council save and except for private arrangements with other Owners for the use of their parking space.

(c) Owners, Tenants or Occupants may not use visitor parking spaces with the exception of parking in the visitor parking spaces between 8 p.m. to 8 a.m.

(2) Space(s) shall not be leased or rented to a non-resident.

(3) No repairs or adjustments shall be made to motor vehicles on common property.

(4) A maximum speed of 10km/hr shall apply within the common property.

(5) No vehicles exceeding 4,000kg G.V.W shall be parked or brought into the common property without consent of the Council, except when used in delivery to or removed from the premises.

(6) Subject to the written consent of Council, trailers, boats and recreation vehicles are allowed on common property parking spaces only where the entire vehicle can be accommodated within the confines of the parking space, but in no case shall be parked or stored on the common property tandem parking areas outside private parking garages.

(7) In accordance with the Fire Marshall's Act, no parking is allowed on the central access street, or in any area not specifically designated as a parking space.

(8) Any vehicle, which does not comply with this Bylaw will be removed at the Owner's expense.

(9) An Owner may call a tow truck if a vehicle is parked in their parking stall or blocking the Owner from moving their vehicle.

Division 12 - Damage to Property

36 (1) No Owner, Tenant, Occupant or Visitor shall be entitled to claim any compensation from the Strata Corporation for any loss of damage to the property or person of the Owner/Tenant/Occupant/Visitor arising from any defect of want of repair of the common property or any part thereof, unless such loss or damage resulted from the negligent act or omission on the part of the Strata Corporation, its employees or agent.

37 Quorum of meeting

(1) If within 15 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further 15 minutes on the same day and at the same place. At this time, if a quorum is not resent, the eligible voters, present in person or by proxy, constitute a quorum. This bylaw is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.