

# **WESTSIDE ESTATES NW 3303**

**19721 – 64<sup>th</sup> Avenue  
Langley, BC V2Y 1L1**

## **BYLAWS**

**Approved November 26, 2018**

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These Bylaws are for the protection  
of your investment and your living  
comfort at Westside Estates and can  
be reviewed at a properly convened  
general meeting of the Owners of  
Strata Corporation NW 3303

Bylaws to remain with suite  
when sold

**WESTSIDE ESTATES**  
**THE OWNERS, STRATA PLAN NW 3303**

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**WESTSIDE ESTATES**  
**THE OWNERS STRATA PLAN NW 3303**  
**SCHEDULE OF BYLAWS**

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

**Payment of Strata Fees:**

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the Strata Corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

**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.

**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.
  - (e) Is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these Bylaws or insure under section 149 of the Act.
- (3) An owner, tenant or occupant shall be entitled to keep one, but not more than one, domestic pet in a strata lot unless another pet is otherwise approved in writing by the strata council. An owner, tenant or occupant that keeps a pet must comply with these Bylaws and any rules enacted by the strata council on behalf of the Strata Corporation pursuant to Bylaw 3 with respect to the keeping of pets. Pets must be on a leash and Owners must be in control of the leash at all times while on common property.
- (4) An owner, tenant or occupant that keeps a pet in a strata lot, either permanently or temporarily, shall register that pet with the strata council by providing to the strata council a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and

- the license number of the pet (when the pet is required to be licensed).
- (5) An owner of a dog or cat shall attach a collar to the pet with a tag identifying the owner.
  - (6) An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.
  - (7) An owner, tenant or occupant whose guest or invitee brings an animal or pet 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 with respect to that animal or pet as set out in these Bylaws.
  - (8) No owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
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SPA 149

- (1) *The Strata Corporation must obtain and maintain property insurance on:*
    - (a) *Common property.*
    - (b) *Common assets.*
    - (c) *Buildings shown on the strata plan.*
    - (d) *Fixtures built or installed on a strata lot, if the fixtures are built or installed by the owner developer as part of the original construction on the strata lot.*
  - (2) *For the purposes of subsection (1)(d), "fixtures has the meaning set out in the regulations.*
  - (3) *Subsection (1)(d) does not apply to a bare land strata plan.*
  - (4) *The property insurance must:*
    - (a) *Be on the basis of full replacement value.*
    - (b) *Insure against major perils, as set out in the regulations, and any other perils specified in the Bylaws.*
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- (9) The strata council may, from time to time on behalf of the Strata Corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these Bylaws and any such rule, the provisions of these Bylaws will prevail.
  - (10) If any owner, tenant or occupant violates any provision of these Bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance the strata council may, by written notice to such owner, tenant or occupant cause such owner, tenant or occupant to have the pet removed from the strata lot within thirty days of receiving such notice.
  - (11) An owner, tenant or occupant must not:
    - (a) Use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30pm and 7:00am or that encourages loitering by persons in or about the strata lot or common property.
    - (b) Make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant.
    - (c) Use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes

with the comfort of any other owner, tenant or occupant.

- (d) Obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan.
- (e) Leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council.
- (f) Use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the Strata Corporation from time to time.
- (g) Shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot.
- (h) Do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof.
- (i) Permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water.
- (j) Allow a strata lot to become unsanitary or a source of odour.
- (k) Feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these Bylaws and the rules made hereunder, which pet shall be fed only in a strata lot.
- (l) Install any window coverings visible from the exterior of his strata lot, which are different in size or colour from those of the original building specifications.
- (m) Hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- (n) Use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council.
- (o) Erect on or fasten to the strata lot, the common property or any limited common property any television or radio receiver, antenna or similar structure or appurtenance thereto.
- (p) Place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot.
- (q) Place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or balcony, except free-standing, self-contained planter boxes, barbecues, summer furniture and accessories nor install any hanging plants or baskets or other hanging items within three feet of a balcony railing line.
- (r) Give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these Bylaws.

### **Inform Strata Corporation:**

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owners 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.

### **Obtain Approval before Altering a Strata Lot:**

- 5 (1) An owner 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 (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices to the entrance door to a strata lot).
  - (e) Fences, railings or similar structures that enclose a patio, balcony or yard.
  - (f) Common property located within the boundaries of a strata lot.
  - (g) Those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

### **Obtain Approval before Altering Common Property:**

- 6 (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- (2) 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 and to provide, at the request of the Strata Corporation, evidence of appropriate insurance coverage relating to the alteration.

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#### **SPA 149**

- (1) *The Strata Corporation must obtain and maintain property insurance on:*
    - (a) *Common property.*
    - (b) *Common assets.*
    - (c) *Buildings shown on the strata plan.*
    - (d) *Fixtures built or installed on a strata lot, if the fixtures are built or installed by the owner developer as part of the original construction on the strata lot.*
  - (2) *For the purposes of subsection (1)(d), "fixtures has the meaning set out in the regulations.*
  - (3) *Subsection (1)(d) does not apply to a bare land strata plan.*
  - (4) *The property insurance must:*
    - (a) *Be on the basis of full replacement value.*
    - (b) *Insure against major perils, as set out in the regulations, and any other perils specified in the Bylaws.*
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### **Permit Entry to Strata Lot:**

- 7 (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.
  - (b) At a reasonable time, on 48 hours' written notice:
    - (i) To inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure under the Act.
    - (ii) To ensure compliance with the Act and these Bylaws.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

## **Division 2 - Powers and Duties of Strata Corporation**

### **Repair and Maintenance of Property by Strata Corporation:**

- 8 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.
    - (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 and skylights (including casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property.
      - (E) Fences, railings and similar structures that enclose patios, balconies and yards.
  - (d) A strata lot, 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, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property.
    - (v) Fences, railings and similar structures that enclose patios, balconies and yards.

## **Division 3 - Council**

### **Council Size:**

- 9 (1) Subject to subsection (2) the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the Strata Corporation has fewer than 4 owners, all the owners are on the council.



**Council Members' Terms:**

- 10** (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:**

- 11** (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;
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under the Act.

**Replacing Council Member:**

- 12** (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 or leave the position vacant until the next Annual General Meeting.
- (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:**

- 13** (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.
- (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:**

- 14** (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.

- (b) The meeting is required to deal with an emergency situation and all council members either:
  - (i) Consent in advance of the meeting.
  - (ii) Are unavailable to provide consent after reasonable attempts to contact them.

**Requisition of Council Hearing:**

- 15** (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:**

- 16** (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.
  - (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:**

- 17** (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.

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**SPA 135**

- (1) *The Strata Corporation must not:*
  - (a) *Impose a fine against a person.*
  - (b) *Require a person to pay the costs of remedying a contravention.*
  - (c) *Deny a person the use of a recreational facility for a contravention of a Bylaw or rule unless the Strata Corporation has.*
  - (d) *Received a complaint about the contravention.*
  - (e) *Given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant.*
  - (f) *if the person is a tenant given notice of the complaint to the person's landlord and to the owner.*
- (2) *The Strata Corporation must, as soon as feasible, give notice in writing of a decision on a matter referred to in subsection (1)(a), (b) or (c) to the persons referred to in subsection (1)(e) and (f).*
- (3) *Once a Strata Corporation has complied with this section in respect of a contravention of a Bylaw or rule, it may impose a fine or other penalty for a continuing contravention of that Bylaw or rule without further compliance with this section.*

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- (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:**

- 18 (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:**

- 19 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:**

- 20 (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.

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*SPA 144*

- (1) *An owner may apply to the Strata Corporation for an exemption from a Bylaw that prohibits or limits rentals on the grounds that the Bylaw causes hardship to the owner.*
- (2) *The application must be in writing and must state;*
  - (a) *The reason the owner thinks an extension should be made.*
  - (b) *Whether the owner wishes a hearing.*
- (3) *If the owner wishes a hearing, the Strata Corporation must hear the owner or the owner's agent within 3 weeks after the date the application is given to the Strata Corporation.*
- (4) *An exemption is allowed if the Strata Corporation does not give its decision in writing to the owner:*
  - (a) *Within one week after the hearing.*
  - (b) *If no hearing is requested within 2 weeks after the application is given to the Strata Corporation.*
- (5) *An exemption granted by the Strata Corporation may be for a limited time.*
- (6) *The Strata Corporation must not unreasonably refuse to grant an extension.*

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- (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.
    - (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.

### **Spending Restrictions:**

- 21** (1) A person may not spend the Strata Corporations 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 Corporations 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:**

- 22** (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:**

- 23** (1) The Strata Corporation may fine an owner or tenant a maximum of:
- (a) \$200.00 for each contravention of a Bylaw.
- (b) \$50.00 for each contravention of a rule.
- (2) The Strata Corporation may impose a fine on an owner or tenant for a continuing contravention of a Bylaw or rule every 7 days.
- (3) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the Strata Corporation as provided for in the Act or these Bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with **a reasonable opportunity** to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant;
- (4) Additional assessments, fees, fines authorized by these Bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the Strata Corporation to enforce these Bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these Bylaws, shall become part of the fee/assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a Bylaw will be calculated as a separate component of such fee/assessment and the Strata Corporation may not register a lien against such separate component.

### **Continuing Contravention:**

- 24** 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:**

- 25** (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:**

- 26** (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:**

- 27** (1) At an annual 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) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot.

**Order of Business:**

- 28** (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.
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**SPA 125**

- (1) *The Strata Corporation may make rules governing the use, safety and condition of the common property and common assets.*
- (2) *A rule is not enforceable to the same extent that a Bylaw is not enforceable under section 121(1).*
- (3) *All rules, including those posted on signs, must be set out in a written document that is capable of being photocopied.*
- (4) *The Strata Corporation must inform owners and tenants of any new rules as soon as feasible.*
- (5) *If a rule conflicts with a Bylaw of the Strata Corporation, the Bylaw prevails.*
- (6) *A rule ceases to have effect at the first annual general meeting held after it is made, unless the rule is ratified by a resolution passed by a majority vote:*
  - (a) *At that annual general meeting, or*
  - (b) *At a special general meeting held before that annual general meeting.*
- (7) *Once a rule has been ratified under subsection (6), it is effective until it is repealed, replaced or altered, without the need for further ratification.*

**SPA 154**

*The Strata Corporation must;*

- (a) *review annually the adequacy of the Strata Corporations insurance, and*
- (b) *report on the insurance coverage at each annual general meeting.*

**SPA 103**

- (1) *The Strata Corporation must prepare a budget for the coming fiscal year for approval by a resolution to be passed by a majority vote at each annual general meeting.*
  - (2) *The proposed budget must be distributed with the notice of the annual general meeting under section 45 and must be accompanied by a financial statement.*
  - (3) *The budget and financial statement:*
    - (a) *Must contain the information required by the regulations, and*
    - (b) *May be in the form set out in the regulations.*
  - (4) *The proposed budget may be amended by a majority vote at the annual general meeting before the budget itself is put to a vote.*
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- (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.

**The Business at Annual and Special General Meetings will be Conducted as Follows:**

- (2) Each participant has the right to expect that all comments, questions and or statements will be made without prejudice toward others regardless of race, religion or gender, and that all attendees avoid using foul language and making offensive comments.
- (3) Anyone who violates the human rights of others during the course of an AGM or SGM may face the consequences of a formal complaint being levied against them.
- (4) If an owner, tenant or attendee disrupts the meeting, makes threatening statements, swears at or demeans another attendee, council member or management representative, the meeting will be terminated and rescheduled. A fine will be levied against the unit the disruptive attendee represents. The cost associated with the postponement, rescheduling and holding another AGM or SGM will be billed to the unit

the disruptive attendee represents.

## **Division 6 - Voluntary Dispute Resolution**

### **Voluntary Dispute Resolution:**

- 29** (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.
  - (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.
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### **SPA 45**

- (1) *The Strata Corporation must give at least 2 weeks' written notice of an annual or special general meeting to all of the following:*
- (a) *Every owner whether or not a notice must also be sent to the owner's mortgagee or tenant;*
  - (b) *Every mortgagee who has given the Strata Corporation a Mortgagee's Request for Notification under section 60.*
  - (c) *Every tenant who has been assigned a landlord's right to vote under section 147 or 148, if the Strata Corporation has received notice of the assignment.*
- (2) *A person who has a right to be notified under this section may, in writing, waive the right and may, in writing, revoke a waiver.*
- (3) *The notice of the annual or special general meeting must include a description of the matters that will be voted on at the meeting, including the proposed wording of any resolution requiring a 3/4 vote or unanimous vote.*
- (4) *If the meeting is an annual general meeting, the notice must include the budget and financial statement referred to in section 103.*
- (5) *A vote at an annual or special general meeting may proceed despite the lack of notice as required by this section, if all persons entitled to receive notice waive, in writing, their right to notice.*
- (6) *If 2 or more persons share one vote with respect to a strata lot, all of them must consent to the waiver of notice under subsection (5).*
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## **Division 7 - Miscellaneous Matters**

### **Small Claims Actions:**

- 30** Notwithstanding any provision of the Act, the Strata Corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the Strata Corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

### **Electronic Attendance at Meetings:**

- 31** Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

### **Use of Patios and Balconies:**

- 32** An owner, tenant or occupant of a strata lot shall not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed.

**Garbage Disposal:**

- 33** An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the Strata Corporation for that purpose; all garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.

**Bicycles, Storage and Parking:**

- 34** (1) Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the owner's designated storage locker or such other area as may be prescribed by the council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only;
- (2) Any owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is an insured under that policy;
- (3) An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council;
- (4) **An owner, tenant or occupant shall not:**
- (a) Use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner.
  - (b) Carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency.
  - (c) Rent or lease the parking space assigned by the Strata Corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building.
  - (d) Park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property.
  - (e) Use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.
  - (f) Park any trailers, motorhomes or trucks over ½ ton on common property.
- (5) An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.



- (6) An Owner, tenant or occupant found to be in violation of the parking Bylaws will be subject to a fine and or vehicle towing from the property.

**Move in/Move out:**

- 35** (1) Owners and tenants of owners moving in to The Westside, Strata Plan NW 3303, will be assessed a non-refundable move-in fee of \$50.00 to offset wear and tear to common property. This fee will be assessed to the strata lot concerned and become due and payable with the next month's monthly strata fee;
- (2) Carpet runners must be put down in the entrance lobby and hallways being used to prevent damage to carpets;
- (3) Any damage beyond normal wear and tear will be repaired by the Strata Corporation and the costs assessed to that owner's strata lot, also becoming due and payable with the next month's monthly strata fee;
- (4) Owners and tenants of owners moving in to or out of The Westside, Strata Plan NW 3303, shall notify the Strata Council at least seventy-two (72) hours prior, to arrange for the elevator key and other precautions to be taken to ensure there is no damage to common property during the move;
- (5) A \$50.00 deposit is required for each key issued. The deposit will be refunded upon return of the key.

**Selling of Strata Lots:**

- 36** (1) An owner of a strata lot, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose.
- (2) An owner of a strata lot, when selling a strata lot, will not hold or permit to be held, any public open house. One open house for agents will be allowed per listing. Unless the council otherwise prescribes, all showings must be by appointment only.

**Acquisition or Disposition of Personal Property:**

- 37** The Strata Corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the Strata Corporation, but otherwise only if approved by a resolution passed by a  $\frac{3}{4}$  vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.00.

**Rental Restrictions:**

- 38** Subject to the provisions of this Bylaw strata lots shall be owner occupied only, with the following considerations and exceptions:
- (a) At any given time up to one (1) strata lot may be leased for terms of not less than one year, and the procedure to be followed by the Strata Corporation in administering this limit will be as follows:
- (i) Any owner wishing to rent a strata lot must make an application in writing to the council.
- (ii) Approvals will be granted by the council on a first come basis in the order of the date such applications are received by the council.
- (iii) The council will not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot except as set out in this Bylaw.
- (iv) The council will consider each application upon receipt and will respond to each

- application in writing within one week of receipt.
- (v) The council will keep a list of owners who wish to rent their strata lot and the priority of their application, and will advise each owner as soon as their application can be accepted.
  - (vi) Upon acceptance of an application to rent, an owner must enter into a lease of a strata lot within six months (6) from acceptance by the council of such owner's application or the acceptance will be automatically revoked and the council will be entitled to advise the owner next following on the list that its application to rent a strata lot has been approved.
  - (vii) An owner may continue to lease his or her strata lot until the earlier of the date such owner moves into the strata lot to take occupancy and the date the strata lot is sold by the owner to a third party.
- (b) Notwithstanding paragraph (a) where cases of undue physical or financial hardship of a personal nature arise, the owner may make a written request to the council for permission to rent a strata lot for a limited period of time, and where the council has been provided with evidence that undue hardship will result if limited rental approval is not given, the council shall not unreasonably withhold permission for limited rental;
- (c) This Bylaw does not apply to prevent the rental of a strata lot to a member of the "family" of an owner, meaning:
- (i) The spouse of the owner.
  - (ii) A parent or child of the owner; or
  - (iii) A parent or child of the spouse of the owner.
- Where "spouse of the owner" includes an individual who has lived and cohabitated with the owner, for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.
- (d) Where an owner has leased a strata lot to a tenant pursuant to a tenancy agreement entered into before this Bylaw was passed, this Bylaw does not apply to such strata lot until the later of:
- (i) One year after the tenant who is occupying the strata lot at the time the Bylaw is passed ceases to occupy the strata lot as a tenant; and one year after the Bylaw has been passed; and
  - (ii) The Strata Corporation is entitled to impose a fine of up to \$500.00 for a contravention of this Bylaw, and may impose such fine for a continuing contravention every seven days.

#### **Quorum for Adjourned Meeting:**

- 39** Notwithstanding section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

#### **Persons Permitted on Council:**

- 40** As permitted by section 28(2) of the Act, a person other than an owner, an individual representing a corporate owner and a tenant may be a member of the council provided such person falls within one of the following classes of persons:
- (a) A spouse, including a common law spouse, of an owner; and
  - (b) A professional advisor of an owner.

### **Limiting Expenditures of Council:**

- 41** (1) Subject to subsection (3) below, if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the Strata Corporation may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this subsection (1) in the same fiscal year, is less than \$3,000.00.
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#### *SPA 48*

- (3) *Unless otherwise provided in the Bylaws, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting stands adjourned to the same day in the next week at the same place and time but, if on the day to which the meeting is adjourned a quorum described in subsection (2) is not present within ½ hour from the time appointed for the meeting, the eligible voters present in person or by proxy constitute a quorum.*

#### *SPA 28*

- (2) *Despite subsection (1), the Strata Corporation may, by a Bylaw passed at an annual or special general meeting held after the first annual general meeting, allow classes of persons, other than those referred to in subsection (1), to be council members.*
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- (2) If the Strata Corporation makes an expenditure under subsection (1) above, the Strata Corporation must inform owners as soon as feasible about any expenditure of more than \$1,000.00 on any single item.
- (3) Notwithstanding subsection (1) above, the Strata Corporation can make expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

### **User Fees:**

**42** The Strata Corporation schedule of user fees shall be as follows:

- |                              |  |
|------------------------------|--|
| (1) <u>Recreation Room</u> : | \$15.00 will be charged for each day's use   |
| (2) <u>Guest Suite</u> :     | \$25.00 will be charged for each night's use |

### **Complaints against Council and Management:**

- 43** (1) If a complaint is made against the Strata Council by a unit owner, and if the management company is called upon to defend the Council's actions, the management company will charge approved fees to the Strata Corporation. If the Strata Council is found to be in compliance with the Strata Property Act and their Bylaws, and is cleared of any wrong-doing, the time spent to process the defense will be billed back to the unit owner who made the claim against the Strata Council. If the Strata Council or one or more of its members is found to have acted outside their level of authority and if they are found to be negligent or in contravention of their duties, the management company will assist the Strata Corporation in fully complying with the adjudicative findings. The cost for time, document preparation, filing and meetings to produce such documents of defense borne by the management company will be billed to the Strata Corporation
- (b). If a complaint is made against the management company for its work on behalf of the Strata Corporation, and if the management company is called upon to defend its own actions, any costs to the management company will be handled in keeping with the following:

If the management company is found to be in compliance with the Strata Property Act and the Agency Agreement contract, and is cleared of any wrong-doing by the Real Estate Council, the time spent to process the defense will be billed back through the Strata Corporation to the unit owner who made the claim against the management company. If the management company is found to have acted outside their level of authority and if the Real Estate Council finds them negligent or in contravention of their duties, the management company will be expected to comply with the Real Estate Council's findings and the costs borne to answer and defend accusations will be borne by the management company.

#### **Security Monitoring:**

- 44** (1) To ensure the safety and security of its owners, occupants and visitors, Strata Plan NW 3303 Westside Estates, uses video surveillance. All video footage will be used only for law enforcement and the enforcement of the strata's Bylaws which relate to safety and security.
- (2) Surveillance cameras are installed in the following common areas of the building. These cameras record 24 hours a day.
- (3) Data from the surveillance cameras usage records are collected and stored on a secure recording device.
- (4) Data and records are kept for up to 30 days from the date recorded but this period may be extended if information is required for law or Bylaw enforcement.
- (5) The personal information of owners, occupants and visitors contained in video footage will only be disclosed:
- (a) To the strata's council members and caretakers and Management.
  - (b) To law enforcement.
  - (c) To owners, occupants or visitors involved or affected by an incident who make an access request to the strata council specifying dates and times.
- (6) The Strata Corporation make no representations or guarantees that the video surveillance will be operational at all times and is, therefore, not liable or otherwise responsible for personal security of personal property in a monitored area in the event the video surveillance system fails to operate.

#### **No Smoking:**

- 45** No person shall smoke or permit smoking in a strata lot or on the interior common property or limited common property. Smoking is permitted on the exterior of the building.

#### **Insurance and Responsibility:**

**46**

- (1) An owner, tenant, occupant or visitor is responsible for obtaining insurance coverage to cover risks that are not covered by the strata corporation's insurance (the "**strata insurance**"). Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.
- (2) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.

- (3) For clarity and without limiting the generality of the word “responsible” as interpreted by the courts or a tribunal in connection with section 158(2) of the Act, an owner is, under bylaw 38.1, responsible for:
- (a) any loss or damage to the owner’s strata lot or any limited common property designated for the exclusive use of the owner’s strata lot, howsoever caused;
  - (b) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, 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, and visitors (including family members, employees, agents, contractors, guests or invitees);
  - (c) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner’s strata lot or limited common property designated for the exclusive use of such owner’s strata lot, including anything arising from any of the following:
    - (1) dishwasher;
    - (2) refrigerator with ice/water dispensing capabilities;
    - (3) garburator;
    - (4) washing machine;
    - (5) toilets, sinks, bathtubs;
    - (6) dedicated plumbing related pipes and fixtures, that solely service a strata lot and do not form part of the common property;
    - (7) fireplaces;
    - (8) exhaust fans and humidifiers/dehumidifiers;
    - (9) anything introduced into the strata lot by a resident or visitor;
    - (10) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
    - (11) any pets residing in or visiting at the owner’s strata lot;
    - (12) any person residing in or visiting at the owner’s strata lot; and
    - (13) barbecues or smokers; and
  - (d) legal costs incurred in relation to defending any claim against the strata corporation arising from any matter referred to in bylaws 46(3)(a) through (c) such indemnity to be on a solicitor and client basis, including disbursements, expenses, taxes, filing and/or Court fees, all on a full indemnity basis.
- (4) For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the owner.
- (5) An owner who fails to pay the cost of repair or remedying the loss or damage when due shall reimburse the strata corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by court action or other means and including council member or management costs associated with lost time from employment, strata management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.