



**STRATA PLAN EPS 4904
VIRIDIAN**

BYLAWS

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VIRIDIAN BYLAWS**

Amendments:

Registration: n/a

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**VIRIDIAN
Strata Plan EPS 4904**

PART 1 – Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

- 1.1 (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate.
- (2) If an owner is late in paying his 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 allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50 for each month or portion thereof.
- (3) Any payments made by an owner will first be applied to the payment of outstanding interest, fines and special levies, and secondly to the payment of outstanding strata fees.
- (4) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (5) Failure to pay a special levy on the due date will result in a fine of \$25.00 for each contravention of bylaw 1.1(4).
- (6) Where an owner fails to pay a special levy in accordance with bylaw 1.1(4), outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

Repair and maintenance of property by owner

- 1.2 (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

- 1.3 (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, disturbance or hazard to another person;
- (b) causes unreasonable or repetitive 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) 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, occupant or visitor must ensure that all animals (other than cats) are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) 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 4 caged birds;
 - (d) dogs or cats, provided that the total number of dogs and cats does not exceed two.
- (5) An owner, tenant or occupant must not keep any pets that are, in the reasonable discretion of the council, of an exotic type, including, without limitation, snakes, reptiles, spiders or large members of the cat family.
- (6) An owner, tenant or occupant is responsible for immediate removal of their pet's waste which is left anywhere on the common property, limited common property or public sidewalks or boulevards adjoining the property.
- (7) An owner, tenant or occupant is responsible to pay for the cost of repair or clean up of any common property or common asset which is damaged, destroyed or soiled by their pet(s) or their guest's pet(s).
- (8) An owner of a strata lot whose tenant, visitor or other invitee brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the tenant, visitor or other invitee complies with all requirements of these bylaws as they relate to pets and will perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in his or her strata lot.
- (9) An owner of a strata lot will not:

- (a) use, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to use, a strata lot for any purposes other than: (i) residential purposes and other purposes ancillary to residential purposes; or (ii) any of the uses permitted under the zoning for the development;
- (b) use, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
- (c) obstruct or use, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to 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;
- (d) do, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (e) leave, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to leave, on the common property or any limited common property, any item designated from time to time by the council;
- (f) allow his or her strata lot to become unsanitary or a source of odour;
- (g) install, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to install, any window coverings that are visible from the exterior of his or her strata lot other than window coverings that are white or off-white in colour;
- (h) hang or display, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, patios, balconies, or other parts of the building so that they are visible from the exterior of his or her strata lot;
- (i) use or install, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant use or install, in or about the strata lot any shades, awnings, window or balcony guards, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council or originally installed by the developer;
- (j) erect on or fasten to, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any equipment, structure, feature or decoration (including, without limitation, holiday lights) which penetrates the building envelope, without the prior approval of the strata corporation;

- (k) place, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (l) place, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to place any items on any patio or balcony except free-standing, self-contained planter boxes (provided that any planter box has a drip tray underneath), summer furniture and accessories, and gas or electric powered barbecues, cooking devices or heaters, nor install, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to install, any hanging hooks or fixtures, including but not limited to, hanging plants or baskets, from any balcony, awning, ceiling, column or railing; or
- (m) feed or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to feed, pigeons, gulls or other birds except Hummingbirds, 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 will not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet will be fed only in a strata lot.

Inform strata corporation

- 1.4 (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.

Obtain approval before altering a strata lot

- 1.5 (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies, patios or other things attached to the exterior of a building;
 - (d) doors, windows or skylights (including the casings, the frames and the sill of such doors, windows and skylights) on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;

- (g) parts of the strata lot which the strata corporation must insure under section 149 of the Act;
 - (h) flooring, tiling and plumbing within the Strata Lot.
- (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, including, without limitation, the cost of insurance and/or any increases in insurance premiums as a result of the alteration.
 - (3) An owner must not do, or permit any occupant of his or her strata lot or any tenant, visitor or invitee of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot or any tenant, visitor or invitee of the owner or occupant to alter, his or her 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

- 1.6 (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (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.

Permit entry to strata lot

- 1.7 (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, and
 - (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the *Act*, or
 - (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in subsection 1.7(1)(b) must include the date and approximate time of entry, and the reason for entry.

Compliance with bylaws

- 1.8 An owner, tenant, occupant or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation applicable to such owner from time to time.

Claims on Insurance Policies

- 1.9 An owner, tenant, occupant or visitor must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of the strata corporation.

Indemnity

- 1.10 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. Without limiting the generality of the word 'responsible', an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner. 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. Such amount as is due and owing to the strata corporation from an owner pursuant to this bylaw will be charged to the owner as soon as possible and, in particular, where appropriate, in the month next following the date on which the expense was incurred and will become due and payable on the date of payment of the owner's assessment for that month.

Liability of Owner

- 1.11 An owner will be strictly liable to the strata corporation and to other owners and occupants for any damage to common property, limited common property, common assets or to any strata lot caused by any of the following items located in the owner's strata lot:
- (1) dishwasher;
 - (2) refrigerator with ice/water dispensing capabilities;
 - (3) in-sink waste disposal;
 - (4) hot water tank;
 - (5) washing machine;
 - (6) forced air furnace;
 - (7) toilets, sinks, bathtubs and, where located wholly within the strata lot and accessible to the owner, plumbing pipes, fixtures and hoses;
 - (8) fireplaces; and

- (9) anything introduced into the strata lot by the owner.

PART 2 -- Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

2.1 The strata corporation must repair and maintain all of the following:

- (1) common assets of the strata corporation;
- (2) common property that has not been designated as limited common property;
- (3) limited common property, but the duty to repair and maintain it is restricted to:
 - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (b) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies, patios and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights (including the casings, the frames and the sill 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;
- (4) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (a) the structure of a building,
 - (b) the exterior of a building,
 - (c) chimneys, stairs, balconies, patios and other things attached to the exterior of a building,
 - (d) doors, windows and skylights (including the casings, the frames and the sill of such doors, windows and skylights) on the exterior of a building or that front on the common property, and
 - (e) fences, railings and similar structures that enclose patios, balconies and yards.

PART 3 — Council

Council size

- 3.1 (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

- 3.2 (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 reelection.

Removing council member

- 3.3 (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 and/or if their strata fees are in arrears.

Replacing council member

- 3.4 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 3.5 (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 and a vice president, and may elect 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

- 3.6 (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.

Quorum of council

- 3.7 (1) A quorum of the council is
- (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members,
 - (c) 3, if the council consists of 5 or 6 members, and

- (d) 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

- 3.8
- (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 not attend council meetings as observers unless council, in its sole discretion, agrees to permit owners to attend.
 - (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (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

- 3.9
- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
 - (2) Unless there are only 2 strata lots in the strata plan, 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

- 3.10 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

- 3.11
- (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

- 3.12 (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

- 3.13 (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.

Consents

- 3.14 Any consent, approval or permission given under these bylaws by the council will be revocable at any time upon reasonable notice.

Small Claims Actions

- 3.15 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 of the strata corporation.

PART 4 — Enforcement of Bylaws and Rules

Maximum fine

- 4.1 (1) The strata corporation may fine an owner or tenant a maximum of:
- (a) \$100 for each contravention of a bylaw; and
 - (b) \$25 for each contravention of a rule.
- (2) Notwithstanding section 4.1(1)(a), the strata corporation may fine an owner or tenant a maximum of \$200 for each contravention of section 1.3(8) or section 1.3(9).
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the council pursuant to the Act or these bylaws, will become part of the assessment of the owner responsible and will 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 assessment and the strata corporation may not register a lien against such separate component.

Continuing contravention

- 4.2 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.

PART 5 — Annual and Special General Meetings

Person to chair meeting

- 5.1 (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.

Quorum

- 5.2 Notwithstanding section 48(3) of the Act, if within thirty (30) minutes from the time appointed for an annual general meeting or special general meeting a quorum is not present, the eligible voters present in person or by proxy constitute a quorum.

Participation by other than eligible voters

- 5.3 (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

- 5.4 (1) At an annual or special general meeting, votes will be made by a show of hands by eligible voters, except where otherwise provided herein.
- (2) At an annual or special general meeting a vote is decided by a show of voting hands, 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 hands or by roll call, secret ballot or some other method.
- (3) 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.
- (4) 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.
- (5) 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 an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

Order of business

- 5.5 The order of business at annual and special general meetings is as follows:
- (1) certify proxies and corporate representatives;
- (2) determine that there is a quorum;
- (3) elect a person to chair the meeting, if necessary;
- (4) present to the meeting proof of notice of meeting or waiver of notice;

- (5) approve the agenda;
- (6) approve minutes from the last annual or special general meeting;
- (7) deal with unfinished business;
- (8) 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;
- (9) ratify any new rules made by the strata corporation;
- (10) report on insurance coverage, if the meeting is an annual general meeting;
- (11) approve the budget for the coming year, if the meeting is an annual general meeting;
- (12) deal with new business, including any matters about which notice has been given;
- (13) elect a council, if the meeting is an annual general meeting;
- (14) terminate the meeting.

Electronic Attendance at Meetings

- 5.6 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.
- 5.7 An eligible voter may vote at an annual or special general meeting by a method permitted under section 5.6, so long as the requirements of section 5.4 are complied with.

PART 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

- 6.1 (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.

PART 7 — Marketing Activities by Developer

Marketing activities

7.1 Notwithstanding section 9.6, during the time the developer is the owner or lessee of any strata lot, it will have the right to:

- (a) maintain any strata lot or strata lots, whether owned or leased by it, as display suites and/or presentation centres and to carry on within such strata lots and within any area of the common property of the development any marketing and sales functions in respect of the development and/or any Future Developments (as defined below);
- (b) erect and maintain signage, including, but not limited to, "For Sale" signs, in and around any unsold strata lots and on the common property of the development for the duration of the marketing and sales program;
- (c) maintain display areas, landscaping and parking areas;
- (d) use any parking intended to be assigned to any unsold strata lots for marketing and sales purposes and for any other reason related to the development and/or any Future Developments;
- (e) use, and permit its sales staff, consultants, contractors and sub• contractors to use, any visitor parking stalls for marketing and sales purposes and for any other reason related to the development and/or any Future Developments;
- (f) have access to any and all parts of the common property and common facilities for the purpose of showing strata lots, the common property and the common facilities to prospective purchasers and their representatives,

in each case as may be reasonably determined by the developer in order to enable or assist it in marketing or selling any strata lot within the development or any Future Developments. The developer may elect to cause the strata corporation to enter into an agreement with the developer to confirm the foregoing rights.

"Future Developments" means any real estate developments to be developed at any time by: (i) the developer of the development, or (ii) any other entity or entities which is/are affiliated with or related to the developer or any of its respective directors, officers or shareholders.

PART 8 - Parking

Parking and Storage

- 8.1 (1) An owner, tenant or occupant of a strata lot will not carry out, or permit any visitor or invitee of the owner or occupant to 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. An owner, tenant or occupant of a strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property or limited common property, howsoever and whensoever such spill or leak occurs, from his or her vehicle, whether as a result of any activity prohibited by these bylaws or otherwise.

- (2) An owner, tenant or occupant of a strata lot will not, and will not permit any guest of such person to, park or keep any vehicle, recreational vehicle, trailer, boat trailer or boat anywhere on the common property of the development, except on a driveway apron which is designated on the strata plan as limited common property of such strata lot. No vehicle, recreational vehicle, trailer, boat trailer or boat may be parked or kept on a driveway apron unless: (i) it fits entirely within such driveway apron and does not extend into any sidewalks or internal roadways within the development; and (ii) the owner, tenant or occupant has obtained adequate insurance in respect thereof.
- (3) An owner, tenant or occupant of a strata lot may store a vehicle, recreational vehicle, trailer, boat trailer or boat within the garage, located within or adjacent to such strata lot, provided that such vehicle, recreational vehicle, trailer, boat trailer or boat fits within such garage with the garage door closed, and provided that the owner, tenant or occupant has obtained adequate insurance in respect thereof.
- (4) An owner, tenant or occupant of a strata lot will ensure that the door to the garage located within or adjacent to his or her strata lot remains closed while the garage is not in use.
- (5) Only guests of the owners, tenants or occupants of the strata lots will be entitled to use the visitor parking stalls located within the development. Notwithstanding the foregoing, sales staff, customer service staff, consultants, warranty service staff, property management staff, contractors, sub-contractors and workers conducting maintenance or repairs on the development are permitted to use the visitor parking stalls located in the development. The strata corporation may, from time to time, make rules and regulations concerning the visitor parking stalls, including, without limitation, rules and regulations with respect to the duration of time that guests may park in such stalls, and the owners, tenants and occupants of strata lots will cause their guests to comply with such rules and regulations.
- (6) Except as otherwise permitted by these bylaws, an owner, tenant or occupant of a strata lot will not store any personal items or property anywhere on the common property of the development (including on a driveway apron which is limited common property of such strata lot).
- (7) An owner, tenant or occupant of a strata lot will not convert or use the garage, if any, located within his or her strata lot for the purposes of a bedroom or other living area.

PART 9 - Miscellaneous

Access by Consultants

- 9.1 The owners will permit the developers building consultants and the consultants or representatives of any warranty provider in connection with the construction of the development, to have access to the development from time to time during construction thereof and after completion of construction, for the purpose of inspecting and monitoring the building envelope and other components of the buildings comprising the development.

Noise Control

- 9.2 An owner, tenant or occupant must not use, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to use, a strata lot, limited common property or common property in a way or for any purpose that causes unreasonable or undue noise and will take all reasonable steps to satisfy noise complaints from neighbours. Without limiting the generality of this bylaw, an owner, tenant, or occupant of a strata lot will avoid, and will cause any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to avoid, any activity that involves undue traffic or noise and the use or operation of noisy equipment or machinery in or around the strata lot between the hours of 10:30 p.m. and 7:00 a.m. or any activity that encourages loitering by persons in or about the strata lot or the common property.

Garbage and recycling disposal

- 9.3 An owner, tenant or occupant of a strata lot will not deposit, place or leave any refuse, garbage, organics or recycling on common property or limited common property outside of his or her strata lot, provided that an owner, tenant or occupant of a strata lot will remove ordinary household refuse, garbage, organics and recycling from his or her strata lot and deposit it in the bin(s) provided for that purpose on such day after 6:00 am and in such location(s) designated by the strata corporation for scheduled garbage, organics and recycling removal and shall remove such garbage, organics and recycling bin(s) from the designated locations by the strata corporation within 24 hours.

Move in / move out

- 9.4 (1) An owner, tenant or occupant of a strata lot must provide notice to the strata corporation of any move in or out of a strata lot at least 48 hours before the moving date.
- (2) An owner, tenant or occupant must ensure that no damage is caused to any common property during any move in or out of a strata lot and that all common property is left in a clean state following such move.
- (3) Prior to the completion of construction of all phases of the development, an owner, tenant or occupant of a strata lot may only move in or out of a strata lot before 7:00 a.m. and after 5:00 p.m. Monday to Friday and anytime on Saturday or Sunday so as not to impede the construction of the development.
- (4) An owner, tenant or occupant may only use mobile storage units during move in or move out of a strata lot and such mobile storage units may not remain on

common property, other than limited common property driveways or visitor parking stalls, for a period of longer than 48 hours.

Rentals

- 9.5 Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a "Form K- Notice of Tenant's Responsibilities" in the form set out in the Act, signed by the tenant.

Selling of strata lots

- 9.6 An owner of a strata lot, when selling his or her strata lot, will not display or post or permit any agent to display or post "for sale" signs or other signage for the purpose of selling or marketing a strata lot in any the following places: (i) within the owner's strata lot such that the signage is visible from the exterior of the strata lot, or (ii) anywhere on the common property (including limited common property), except for in a location on the common property approved by the strata council.

Snow and Ice Removal

- 9.7 The Strata Corporation will be responsible for snow and ice removal from the common property (including the roadways within the development) as well as the following limited common property: driveways, walkways and stairs at the front of the strata lots. The estimated cost of such snow and ice removal will be included in the budget.

Items Left on Common Property at Own Risk

- 9.8 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.

Supervision of Children

- 9.9 Any owner, tenant or occupant that is responsible for a child will properly supervise the child's activities on the common property.

Holiday Lights

- 9.10 An owner, tenant or occupant of a strata lot must not erect, install or display holiday lights or any other decorative lights of a similar nature on or about a strata lot prior to November 1 of a given year and must remove such lights on or before March 1 of the following year.

Notices

- 9.11 An owner, tenant or occupant may post notices in a location designated by the strata council for the posting of notices. The strata council may remove any notice that it deems, in its sole discretion, to be inappropriate or that has been posted for a period of longer than one week.

Short-Term Accommodation

- 9.12 An owner or resident of a strata lot will not use, license or permit the strata lot to be used or occupied by any person for any type of short-term or hotel-type commercial accommodation, and will not advertise or promote the use or occupancy of the strata lot for such purposes. For clarity, short-term accommodation includes use or any occupation by a third party for a period of less than one month in duration for consideration.