



STRATA PLAN LMS3766 CITADEL POINTE

BYLAWS

**STRATA PLAN LMS 3766
CITADEL POINTE BYLAWS**

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TABLE OF CONTENTS

DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS.....	1
Inform strata corporation	1
Payment of strata fees.....	1
Repair and maintenance of property by owner	1
Use of property.....	1
Use of strata lot	2
Obtain approval before altering a strata lot.....	5
Obtain approval before altering common property	6
Exterior Appearance.....	6
Promotion.....	7
Permit entry to strata lot	8
DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION	8
Repair and maintenance of property by Strata Corporation	8
Council size.....	9
Council members' terms	9
Removing council member	9
Replacing council member	9
Officers.....	10
Calling council meetings.....	10
Requisition of council hearing.....	11
Quorum of council	11
Council meetings.....	11
Voting at council meetings.....	11
Council to inform owners of minutes.....	12
Delegation of council's powers and duties	12
Spending restrictions	12
Limitation on liability of council member.....	13
DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES	13
Fines 13	
Maximum Fines	13
DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS.....	14
Person to chair meetings.....	14
Participation by other than eligible voters	14
Voting	14
DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION.....	16
Voluntary dispute resolution	16
Pets	16

Parking	17
Short Term Accommodations	18
Amenity Room.....	18
Electronic Attendance at Meetings	20
Security Measures.....	20

**CITADEL POINTE
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DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

Inform strata corporation

- 1 (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.

Payment of strata fees

- 2 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

Repair and maintenance of property by owner

- 3 (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

- 4 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property, limited 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 that strata corporation must repair and maintain under these bylaws or insure under section 149 of the *Act*.

Use of strata lot

5 An owner, tenant or occupant must not:

- (1) Use the strata lot for any purpose which is illegal;
- (2) Make undue noise in or about the strata lot, common property or limited common property which would create a nuisance or disrupt the occupants of strata lots, their families or guest;
- (3) Hang or place any window drapes, blinds, signs or other objects which will adversely affect the consistency of the exterior appearance of the building;
- (4) Deposit household refuse and garbage on or about the common property or limited common property except in places designated by the strata council from time to time. Any materials other than ordinary household refuse and garbage shall be disposed of either by or at the expense of the owner;
- (5) Any maintenance or alteration of a strata lot fire sprinkler shall only be carried out by the company retained by the strata corporation to maintain the fire sprinkler systems.
- (6) No items shall be brought onto or stored in a strata lot, the common property or limited common property which increases or tend to increase the risk of fire, or the rate of the insurance, or any other insurance policy held by the strata corporation, or which invalidates any insurance policy.
- (7) Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage or other part of the strata lot or common property. No material substances, especially burning material such as cigarettes or matches, shall be permitted to be dropped from any window, balcony, door, patio or other part of a strata lot or the common property.
- (8) No enclosures of limited common property or other structural alteration, either to the interior of the strata lot or the exterior of the common property shall be made, nor any other services altered or supplemented within any walls or on the common property, without previous written approval by the strata corporation.
- (9) Access to and from strata lots must be via sidewalks, walkways and roads. The use of landscaped areas as access is prohibited to protect the landscape.
- (10) (a) An owner is responsible for any loss or damage to a strata lot, common property, limited

common property, common facilities or common assets, including but not limited to when the cause of the loss or damage originated within the owner's strata lot, and shall 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, common facilities or common assets to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy or, if a claim against the strata corporation's insurance policy is not made, for all expenses incurred by the strata corporation up to the amount of the strata corporation's insurance deductible. 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 of the owner.

- (b) For the purposes of these bylaws, any insurance deductible paid or payable by the Strata Corporation where a claim is made under the strata corporation's insurance policy will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the responsible owner and shall become due and payable on the date the next monthly assessment is due.
- (c) For the purposes of these bylaws, any uninsured restoration or repair costs incurred by the Strata Corporation to mitigate against further damage, whether within a strata lot or to common property, limited common property or to common assets, or incurred to remedy or repair damage that is not insured and that is the responsibility of the owner, will be charged to the responsible owner and shall become due and payable on the date the next monthly assessment is due.
- (d) For the purposes of these bylaws an owner shall be liable to and indemnify the Strata Corporation for the following costs and expenses incurred or expended by the Strata Corporation as a result of a violation of these bylaws or of it having to enforce these bylaws, including pursuing legal action to collect an insurance deductible or uninsured costs for which the owner is responsible:
 - (i) Administrative and investigation costs;
 - (ii) Legal and administrative expenses, on a solicitor and own client basis; and
 - (iii) Emergency restoration and remediation costs.
- (e) In addition to the obligations and liabilities imposed by bylaw 5 (10)(a) to and including 5(10)(d), an owner is 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 as a result of:
 - (A) any of the following items located in the owner's strata lot:
 - (i) dishwasher;
 - (ii) refrigerator with or without ice/water dispensing capabilities;

- (iii) garburator;
 - (iv) hot water tanks;
 - (v) washing machine;
 - (vi) heating/air conditioning system;
 - (vii) toilets, sinks, bathtubs, showers;
 - (viii) plumbing pipes, fixtures and hoses that are not common property;
 - (ix) fireplaces;
 - (x) anything introduced into the strata lot by the owner, tenant, occupant or visitor; or
 - (xi) hose bibs or shut off valves (excluding complex main and fire suppression systems).
- (A) Any alterations or additions to the strata lot, the limited common property or the common property made by the owner, the owner's tenants, or by prior owner(s) of the strata lot, including but not limited to hot tubs;
 - (B) Any areas of limited common property that an owner is required to maintain and repair including but not limited to damage arising from a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;
 - (C) any pets residing in or visiting at the owner's strata lot; and
 - (D) any children residing in or visiting at the owner's strata lot.
- (f) An owner is strictly liable to the Strata Corporation for any damage caused by the owner or the owner's tenants, occupants, visitors, agents, contractors or employees of the strata lot or of the owner, including the cost of repair or replacement if required, to fences, gates, doors, windows, carpeting, sprinkler systems, storage lockers, parking stalls or to any common property, limited common property and common assets not specifically referenced herein.
 - (g) An owner is strictly liable to the Strata Corporation for trade call outs for investigations, repairs, maintenance, services or costs that are the responsibility of the owner related but not limited to:
 - (i) unauthorized affixing of planters, canopies or awnings to common property or the exterior of the building;
 - (ii) the costs of emergency access/entry into the owner's strata lot, including forced entry by first responders and for common property

- repairs required due to such emergency access/entry or forced entry;
 - (iii) damages to landscaping;
 - (iv) the costs to clean up pet waste;
 - (v) damage caused to common property by vehicles, bicycles, scooters, wheel chairs, and skateboards; and
 - (vi) for any other repairs or maintenance costs incurred which the strata council, in its reasonable discretion, determines were caused by an owner or the owner's tenants, occupants, visitors, agents, contractors or employees and for which an owner is responsible.
- (11) Where the strata corporation is required to enter any strata lot for the purpose of maintaining, repairing or renewing pipes, wires, cables or ducts capable of being used either in connection with the enjoyment of any strata lot or the common property, the strata corporation and its agents shall, in carrying out any work or repairs, do so in a proper and workmanlike manner. When work is complete the strata corporation and its agents shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition in a timely manner, leaving the strata lot clean and free of debris. With the exception of emergency conditions a minimum of forty-eight (48) hours notice be provided to owners for such access.
- (12) Hot tubs and central air conditioners will be allowed, providing they are properly installed in accordance with the strata corporation's requirements for structural support and penetration to the exterior of the building. Application must be made to the strata council for permission prior to installation.
- (13) The strata lot shall not be used for commercial, professional or other purposes that may cause undue disturbance to any other strata lot owner.
- (14) Use the strata lot for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, whether arranged through websites such as Air BnB, VRBO, Premiere Executive Suites or through companies that advertise this type of accommodation. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a strata lot.
- (15) Grow, cultivate, harvest, produce, market, sell or distribute marijuana on the strata lot, common property, limited common property or land that is a common asset.

Obtain approval before altering a strata lot

- 6 (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 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) 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) This section does not apply to a strata lot in a bare land strata plan.

Obtain approval before altering common property

- 7** (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.

Exterior Appearance

- 8** (1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or limited common property or a strata lot without prior written approval by the strata council.
- (2) No awnings or shade screens shall be installed unless they meet the approved design standards specified by the strata corporation. No radio or television antenna shall be hung from or attached to the exterior of a strata lot.
- (3) No satellite dish shall be hung from or attached to the exterior of a strata lot unless approved in writing by the strata council and must meet the design and installation standards as follows:
- (i) The satellite dish must be commercially manufactured, installed by a qualified trades person and may not be larger than 30".
 - (ii) The only approved colour is "flat black" by Rust-O-Leum (Painter's Touch – Paint Code N1976, which can be purchased at Home Depot);

- (iii) As the cable box is on the street side of each unit, we require that the black wiring be done in such a way as to be as inconspicuous as possible, i.e. follow drain pipes and overhangs;
 - (iv) Installation must be made on the top level fascia below the roof of the building. In no way can the installation penetrate the building envelope (stucco) by drilling any holes or attachments;
 - (v) Unit owner must sign and return the "Assumption of Responsibility" form to the property manager prior to installation;
 - (vi) Owners are permitted to install a maximum of one (1) satellite dish per strata lot.
- (4) No laundry, clothing, bedding or other articles shall be hung or displayed from windows, decks, patios or other parts of the strata lot so that they are visible from the outside of the building.
 - (5) Patios are restricted to patio furniture, barbecues and plants/planters. Balconies/patios are not to be used as storage for household furniture or any unsightly items.
 - (6) No window mounted air conditioning units are allowed.
 - (7) No Painting of any exterior surface including, but not limited to, stucco or concrete surfaces on a strata lot, common or limited common property is allowed.
 - (8) All grass, trees, paving and lands are being proposed as part of the original development will be maintained by the strata corporation. Owners shall not impede access by maintenance personnel to their limited common property.
 - (9) No fencing, garden sheds, or semi-permanent structures shall be erected on common or limited common property.
 - (10) An owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns.
 - (11) No changes shall be made to the glass panels on balconies unless it meets the design and installation standards as specified by the strata corporation and subject to pre-approval of the strata council.

Promotion

- 9 (1) No advertising for the resale or rental of a strata lot shall be permitted within the boundaries of the strata corporation. The strata corporation shall provide a central resale directory board adjacent to the entry and shall ensure the individual resale signage is restricted to notification in such directory.

Permit entry to strata lot

- 10 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the *Act*.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION

Repair and maintenance of property by Strata Corporation

- 11 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) 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 in a strata plan that is not a bare land strata plan, 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 on the exterior of a building or that front on the common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

Council size

- 12 (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.
- (3) In addition to those persons who may be council members pursuant to Section 28 of the *Strata Property Act*, spouses of registered owners (including common-law spouses) who reside in the building are eligible to be council members.

Council members' terms

- 13 (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

- 14 (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.

Replacing council member

- 15 (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 are unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporations 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

- 16
- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
 - (2) A person may hold more than one office at a time, other than the offices of president and vice-president.
 - (3) The vice-president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office,
 - (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 17
- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
 - (2) The notice does not have to be in writing.
 - (3) A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
 - (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

- 18 (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

- 19 (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, and
- (c) 3, if the council consists of 5 or 6 members,
- (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

- 20 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the *Act*;
- (b) rental restriction bylaw exemption hearings under section 144 of the *Act*;
- (c) any other matters if the presence of the observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 21 (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

- 22** The council must inform the 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

- 23**
- (1) Subject to subsections (2) to (4), 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) 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 to 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

- 24**
- (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

- 25 (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 members liability, as an owner, for a judgment against the strata corporation.

DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES

Fines

- 26 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) An owner must pay a special levy fee within ten (10) days of the date of the resolution approving the special levy was passed, unless a different date is set out in the resolution.
- (3) If an owner is late in paying his or her strata fees or a special levy, after compliance with the notice and hearing provisions set in section 135 of the *Strata Property Act* (the “*Act*”), the strata corporation will be entitled to assess a fine against such owner in the amount of \$50.00 per violation. If such default continues for a further month, an additional \$50.00 fine per month will be levied (per month payment).
- (4) Any payments made by an owner shall first be applied to the payment of outstanding fines and special levies and secondly to the payment of outstanding strata fees.
- (5) 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.

Maximum Fines

- 27 (1) The strata corporation may fine a resident a maximum of:
- (a) \$200 for each contravention of a bylaw; and
- (b) \$50 for each contravention of a rule.
- (2) Fines authorized by these bylaws, banking charges, filing costs, legal expenses on a solicitor and own client full indemnity basis (including all fees and disbursements incurred for all advice or proceedings incurred as a result of an infraction or violation of these bylaws or a rule), interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws 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 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 assessment and the strata corporation may not register a lien against such separate component.

- (3) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption for a longer than seven (7) days, a fine may be imposed every seven (7) days.

DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS

Person to chair meetings

- 28 (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

- 29 (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

- 30 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice-president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) 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, under the *Act*, to register a lien against that strata lot.

31 The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting.
- (i) ratify any new rules made by the strata corporation under section 125 of the *Act*;
- (j) report on insurance coverage in accordance with section 154 of the *Act*, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the *Act*, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the *Act*;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION

Voluntary dispute resolution

- 32 (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.

Pets

- 33 (1) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on common property or on land that is a common asset.
- (2) The owners of pets shall be fully responsible for their behaviour and cleanup within the common property and pets are to be under the control of owners at all times within the complex. If a pet is deemed to be a nuisance by the strata council, it shall be removed from the strata corporation within thirty (30) days.
- (3) An owner, tenant or occupant shall not keep any animals in or about the strata lot, common property or limited common property which creates a nuisance.
- (4) Strata lot owners, tenants or occupants are responsible for advising their visitors of the rules concerning pets and are responsible for any cleanup or repair of damage caused by the guest's pet(s).
- (5) No owner, tenant, occupant or visitor shall feed, including but not limited to, pigeons, seagulls, crows, or starlings and other large birds, squirrels, rodents or other animals (excluding pets) from any strata lot or on common or limited common property.
- (6) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following categories:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged animals;

- (c) up to 2 caged birds
- (d) one dog or one cat

Parking

- 34 (1) An owner shall use only the parking space(s) assigned to his strata lot, save and except for private arrangements with other strata lot owners for the use of parking spaces assigned to such other owners. Assigned space(s) shall not be leased or rented to a non-resident.
- (2) The users of each parking space(s) are responsible for cleaning of any excessive oil or other spills in the parking space. Continuous oil spills will result in prohibition from parking in any common property or any limited common property until the vehicle is repaired.
- (3) Parking is only permitted as follows:
- (a) a vehicle must only be parked in designated parking spaces;
 - (b) a vehicle must not be parked in a manner that reduces the width of the roadway;
 - (c) a vehicle may be parked on the garage apron but only if it parked in a manner that does not reduce the width of the roadway or cause damage to the buildings or grounds of the strata corporation.

Any vehicle that is parked in contravention of this bylaw may be removed at the vehicle owner's expense and/or the owner or tenant may be levied a fine.

- (4) Visitor parking is only permitted as follows:
- (a) Visitor parking spaces are for persons visiting an owner, tenant or occupant.
 - (b) An owner, tenant or occupant is not permitted to park in the visitor parking spaces.
 - (c) A visitor's vehicle parked overnight in a visitor parking space must display a parking permit issued by the strata corporation on the vehicle dashboard.
 - (d) Despite subsection (c), a visitor must not park in visitor parking for more than 3 consecutive nights without prior written approval from the strata corporation.
 - (e) A vehicle parked in contravention of this visitor parking bylaw will be towed at the vehicle owner's expense, if, after being warned by the strata council to stop contravening the bylaw, the vehicle is repeatedly parked in contravention.

- (5) The sidewalk, walkways, passages and driveways of the common property shall not be obstructed or used for any purpose other than access to and from the strata units and parking area within the common property.
- (6) There is no provision for permanent parking of recreational vehicles within the complex. Temporary parking for a maximum of three (3) days to provide for loading and unloading of vehicles will be permitted, providing it does not obstruct the roadways. Use of tents on common areas is limited to three (3) day intervals.
- (7) No parking of uninsured/unlicensed vehicles is permitted within the common property.

Short Term Accommodations

- 35** (1) An Owner, tenant or occupant must not use or permit the use of all or part of a residential strata lot as short-term accommodation, by anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration. Without restricting the generality of the foregoing, an owner, tenant or occupant must not:
- (i) enter into a license for the use of all or part of a strata lot for any period of time; or
 - (ii) permit any strata lot or part thereof to be used or occupied as vacation, travel or temporary accommodation (including but not limited to Airbnb or Vacation Rental By Owner) for any period of time.
 - (iii) a Notice of the Tenant's Responsibility – Form K, which must be fully filled out and returned to the Strata Corporation within two weeks of occupancy.
- (2) The strata corporation may fine an owner or tenant \$1,000.00 daily for each contravention of bylaw 35(1).

Amenity Room

- 36** (1) The amenity room is for the use of owners and their use shall be governed by the provisions in the bylaws relating to, but not limited to, the use of common property, security and safety, cleanliness, disturbance of others, and by an other rules as prescribed by the council from time to time.
- (2) An owner with overdue strata fees or other expenses owing to the strata corporation shall not be entitled to the use and enjoyment of the amenity room.
- (3) An "exclusive-use" reservation must be made by an owner at least seven (7) days in advance with the property manager or assigned amenity room scheduling person(s) to coordinate the amenity room and common property pre- and post-inspections, pick up and return of amenity room keys, and the like.
- (4) Owners are permitted no more than one booking per month.

- (5) A deposit of one hundred and fifty dollars (\$150.00), or more as amended periodically by council, shall be deposited and collected from an owner at time of reservation to protect and offset the costs to the strata corporation that may be incurred for damage or cleaning to the amenity room and common property, of which one hundred dollars (\$100.00) will be refunded and the balance will offset costs to clean, shampoo carpets and upgrade supplies as required.
- (6) Where the amenity room or surrounding common property is not cleaned by the owner by non of the following day, or the key is not returned by the appointed return time, or the strata corporation incurs damage or cleaning costs as a result of amenity room usage, the full deposit shall immediately become non-refundable.
- (7) Any additional costs requiring repairing any damage or cleaning the amenity room or surrounding common property over and above said one hundred dollars (\$100.00) deposit shall be levied against the owner.
- (8) The owner must be in attendance for the duration of the amenity room usage to ensure that equipment is protected, and that all bylaws are being enforced.
- (9) It shall be noted for clarity that the owner, their visitors, and guests, while using the amenity room shall:
 - (a) not make undue noise or do anything that is a nuisance or interferes unreasonably with the comfort of any other owner at any time.
 - (b) not parking vehicles in a manner which shall cause difficulty for other owners to access their homes; all vehicles must be parked along Citadel Drive;
 - (c) not smoke in the amenity room;
 - (d) keep all entry and exit doors closed at all times to the amenity room;
 - (e) not litter or damage to the amenity room, flowerbeds, or any other common areas;
 - (f) not permit any pet or animal in the amenity room;
 - (g) not sublet the use of the room to others for any purpose, including but not limited to, commercial purposes.
- (10) While the amenity room is in use, upon verbal or written complaint by another owner to the property manager or a council member of any bylaw violation, and said violation is personally confirmed by the property manager or council member, the property manager or council member may, at his discretion, verbally provide an opportunity to the person(s) responsible for the bylaw violation to correct same, or immediately terminate the exclusive-use reservation.

- (11) Decorations may be used provided that all areas of the common property are left without marks, holes, tape, and any other damage. Owners who make use of the amenity room are responsible to ensure that any tape used to attach decorations is designed to be non-marking and low-tack/removable. No nails or tacks are permitted.

Electronic Attendance at Meetings

- 37 (a) A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- (b) If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purpose of the meeting.

Security Measures

- 38 (1) Closed circuit television and video surveillance are installed in the common areas of the complex as set out in the rules of the Strata Corporation adopted from time to time. The system operates 24 hours a day and the Strata Corporation collects data from the closed circuit television and video surveillance.
- (2) The video files will be used only for the purposes of law enforcement and/or for ensuring the safety and security of the Complex and its owners, tenants, and occupants.
- (3) The personal information of owners, tenants, or occupants will only be reviewed or disclosed as follows:
 - (a) law enforcement in accordance with bylaw 44(2);
 - (b) the caretakers of the Strata Corporation and Strata Council members in accordance with bylaw 44(2); or
 - (c) in the event of an incident in which they are involved or affected, an owner, tenant, or occupant may request a copy of the applicable video file or security fob usage records and the personal information of the requesting owner, tenant, or occupant may be reviewed by or disclosed to the requesting owner, tenant, or occupant.
- (4) In installing and/or maintaining the systems described herein, the Strata Corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.
- (5) An owner, tenant, or occupant must not install or use, or permit to be installed or used, any surveillance measures (such as video surveillance) on the common

property where such measures will or may capture any personal information about another owner, tenant, or occupant or a visitor.

- (6) Doorbell Cameras located on Strata Lots Limited Common Property (Front door only) are allowed and must be placed in the same location as the existing doorbell. Doorbell camera must not record activity outside of the Strata Lot boundaries.