

**STRATA PLAN BCS 2176  
THE BENTLEY AT NEWPORT VILLAGE**

**BYLAWS**

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**PREAMBLE**

**The definitions set out in the Strata Property Act, SBC 1998, c. 43, as amended, and the Strata Property Regulation, BC Reg. 43/2000, as amended, apply to these bylaws.**

**PART I — INTERPRETATION AND EFFECT**

**Section 1 — Force and Effect**

- 1.1 These Bylaws bind the Strata Corporation and all owners/residents to the same extent as if the Bylaws had been signed by the Strata Corporation and each owner/resident and contained covenants on the part of the Strata Corporation with each owner/resident and of each owner/resident with every other owner/resident to observe and perform every provision of these Bylaws.
- 1.2 All residents and visitors must comply strictly with these Bylaws and the Rules of the Strata Corporation, as adopted and amended from time to time.

**PART II — DUTIES OF OWNERS, TENANTS, OCCUPANTS and VISITORS**

**Section 2 — Payment of strata fees and special levies**

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 If an owner fails to pay the strata fees on time, the owner must pay interest on the arrears at the rate of 10% per annum compounded annually and calculated on a monthly basis from the date the payment was due until the date the payment is received.
- 2.3 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.4 If an owner fails to pay outstanding strata fees or special levies on the due date, the strata corporation will levy fines cumulatively as follows:
  - (a) \$50.00 if arrears are paid in the period up to 15 days after the due date;
  - (b) \$100.00 if arrears are paid after 15 days, but before 30 days after the due date; and
  - (c) \$100.00 per month payable the first full month of default.

### **Section 3 — 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.
- 3.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- 3.3 An owner must use all reasonable efforts to conserve the plumbing, electrical and gas systems of the building, and any damage to any of these systems caused by wrongful act or neglect of a resident or visitor of a strata lot shall be repaired at the expense of the owner of the strata lot.

### **Section 4 — Use of property**

- 4.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
  - (a) causes a nuisance or hazard to another person
  - (b) causes unreasonable noise
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot
  - (d) is illegal or otherwise injurious to the reputation of the strata plan development, 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.
- 4.2 An owner, tenant, occupant or visitor must not:
  - (a) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof
  - (b) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's gas supply, domestic water supply or heated water
  - (c) leave or store any items on common property
  - (d) obstruct or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property nor use any passageways or driveways for any purpose other than ingress or egress from the strata lots and parking areas within the common property
  - (e) shake rugs, carpets, mops, dusters of any kind from a balcony, window, stairway or other part of strata lot or common property
  - (f) throw refuse or other objects out of any windows or from any balcony or patio of a strata lot
  - (g) smoke in, or on common property areas, including limited common property patios and decks
  - (h) hang or install drapes visible from the outside of the building; unless the side facing the exterior is cream or white in colour
  - (i) hang or display laundry, flags, awnings, window or balcony guards or screens, 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
  - (j) hang or attach air conditioning units to any exterior part of the building and/or alter any windows or doors to accommodate such units
  - (k) display, affix or erect fixtures, poles, clotheslines, racks, storage sheds or other similar structures permanently or temporarily on a strata lot, common property, limited common property or land that is a common asset
  - (l) use a barbeque between the hours of 10:00 p.m. and 8:00 a.m.

- 4.3 Summer furniture and accessories may be placed and utilized on balconies and patio areas, provided they are free-standing and/or self contained. Planter baskets may not be hung on the outside of balcony railings, nor placed on the ledge outside the glass. No water is to run off the balcony at any time or for any reason.
- 4.4 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

If an owner makes an insurance claim under the strata corporation's insurance policy in relation to any portion of that owner's strata lot which the strata corporation is required to insure for which the owner, a tenant, an occupant of that owner's strata lot or their guest or invitee are responsible for the damage which gave rise to the claim or the source of which originated in that owner's strata lot, the owner shall pay directly any deductible related to such claim.

The strata corporation, subject to the terms of the Strata Property Act and these Bylaws, shall recover from an owner or tenant (as the case may be) the costs to repair any physical damage to the common property, limited common property or those portions of a strata lot which the strata corporation is required to repair and which is not covered by the strata corporation's insurance policy for which the owner, a tenant, an occupant of the strata lot or their guest or invitee are responsible or the source of which originated in that strata lot. The strata corporation may choose to seek recovery (including suing) from only the owner of a strata lot in relation to damage caused by a tenant or occupant of that strata lot or their guest or invitee. Nothing in this section shall act to restrict the rights of the strata corporation pursuant to s.133 of the Strata Property Act.

The owner of a strata lot shall be obligated to pay to another owner the costs (including any insurance deductible) to repair any damage to that other owner's strata lot for which the owner, a tenant, an occupant of the strata lot or their guest or invitee are responsible or the source of which originated in the owner's strata lot.

- 4.5 Unit doors are common property and therefore subject to this Section 4. If a resident chooses to change the locking mechanism on the door in any way, including new hardware, the resident is thereafter responsible for that hardware and locking mechanism. Should any damage be caused to the door or the door frame through the installation and/or maintenance of the new locking system, the resident will be responsible for the repair or replacement of that door, so that it is restored to its original appearance. This may include instances where the new hardware is poorly installed and therefore detracts from the general appearance of the door.

## **Section 5 — Pet and animals**

- 5.1 Pets are defined as domesticated animals kept for pleasure rather than utility.
- 5.2 No owner, tenant, occupant or visitor may keep a pet on strata lot other than:
- (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) 2 dogs or 2 cats or 1 dog and 1 cat for a total of two pets in their entirety. Dogs with a weight exceeding 12 kg. (25 lbs.) or which can reasonably be expected to exceed 12 kg. at maturity are prohibited. The weight restriction will not apply to any dog resident in the building at the time of the adoption of the bylaw provided the owner registers the animal with the Strata Corporation within 30 days of the adoption of the bylaw.
- 5.3 No owner, tenant, occupant or visitor may keep an exotic pet on common property, including limited common property, on land that is a common asset, or on a strata lot, including, but not restricted to the following:
- (a) a snake
  - (b) a lizard
  - (c) a spider
- 5.4 No owner, tenant, occupant or visitor may feed a wild animal, including a bird such as a pigeon or gull, or a rodent, such as a squirrel, while on common property, including limited common property, a common asset, or from a strata lot.
- 5.5 No owner, resident or visitor may keep a pet that:
- (a) causes a nuisance or hazard to another person
  - (b) causes unreasonable noise
  - (c) interferes with the right of another person to use and enjoy the common property, including limited common property, a common asset, another strata lot, or the other person's personal property
- 5.6 If an owner, tenant, occupant or visitor contravenes this Section 5, the Strata Corporation may in Council's discretion, and in addition to any fine or other order permitted by the Bylaws, and the Act:
- (a) for a first offence, issue a warning threatening expulsion of the pet from within the boundaries of the strata plan, and
  - (b) for an offence other than a first offence of Bylaw 5.6, order the immediate and permanent removal of the pet from within the boundaries of the strata plan
- 5.7 An owner, tenant, occupant or visitor must ensure that his or her pet is leashed, or otherwise secured, when on common property or on land that is a common asset.
- 5.8 No owner, tenant, occupant or visitor may permit his or her pet to urinate or defecate on common property or limited common property, including balconies and patios, or a common asset; but if that person's pet does urinate or defecate on common property, limited common property, or a common asset, that person must immediately remove, to the extent reasonably possible, all of that pet's waste and dispose of it in a sanitary manner.

- 5.9 A strata lot owner must assume liability for all actions by a pet kept on or visiting a strata lot regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 5.10 If a pet kept by an owner, resident or visitor causes damage to:
- (a) a strata lot that belongs to another person or
  - (b) limited common property whose exclusive use is enjoyed by another person, or
  - (c) another person's personal property
- then the owner, resident or tenant, as the case may be, is liable to that person for all damage caused by that pet.
- 5.11 No pets are permitted on grass or garden areas.

## **Section 6 — Inform Strata Corporation**

- 6.1 Within two weeks of becoming an owner, an owner must notify the Strata Corporation of the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any.
- 6.2 Within two weeks of renting or leasing a strata lot, including each time a tenancy or lease changes, an owner must provide the Strata Corporation with a copy of Form K — Notice of Tenant's Responsibilities as prescribed by the Act, duly completed and signed by the tenant.
- 6.3 On request, a tenant must inform the Strata Corporation of the tenant's name and strata lot which the tenant occupies.
- 6.4 An owner must provide the Strata Corporation with a copy of the lease or sublease agreement, showing a minimum one year lease prior to moving in. This applies to all leases or subleases each time a tenancy changes.

## **Section 7 — Obtain approval before altering a strata lot**

- 7.1 An owner must obtain approval from the council for permission to alter a strata lot before commencing any alterations by submitting in writing, detailed plans and a description of the intended alteration, together with all municipal permits, as may be required.
- 7.2 Without limiting the generality of the foregoing, an owner must obtain written approval of the Strata Corporation before making or authorizing an alteration to a strata lot that involves any of the following:
- (a) the structure of the building
  - (b) the exterior of a building or the exterior appearance of the building
  - (c) patios, chimneys, stairs, balconies, or other things attached to the exterior of a building
  - (d) doors, windows, (including the casings, frames, and sill of such doors or windows) 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; and
  - (h) wiring, plumbing, piping, heating, and other services.

- 7.3 The Strata Corporation must not unreasonably withhold its approval under Bylaw 7, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any and all expenses relating to the alteration to the strata lot and to indemnify and hold harmless the Strata Corporation from any claims, damages and future costs whatsoever arising out of or in any way attributable to the alteration.

## **Section 8 — Obtain approval before altering common property**

- 8.1 An owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration to common property, including limited common property and common assets.
- 8.2 An owner, as part of their application to the Strata Corporation to alter common property, limited common property or a common asset, must:
- (a) submit, in writing, detailed plans and a description of the intended alteration; and
  - (b) obtain all applicable permits, licenses and approval from the appropriate governmental authorities and provide copies to the Council.
- 8.3 The Strata Corporation may require, as a condition of its approval under Bylaw 8.1 that the owner agree in writing, to certain terms and conditions, including, but not limited to, any or more of the following:
- (a) that alterations be done in accordance with the design or plans approved by the Council;
  - (b) that the standard of work and materials be not less than that of the existing structures; and
  - (c) that all work and materials necessary for the alteration be at the sole expense of the owner.
- 8.4 Unless otherwise advised in writing by Council, an owner who alters common property, limited common property or common assets, whether before or after the passing of these Bylaws, and any subsequent owner who receives the benefit of such alteration must:
- (a) at all times be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost or expense incurred by the Strata Corporation as a result, directly or indirectly, of the alteration; and
  - (b) indemnify and hold harmless the Strata Corporation, its Council members, employees and agents from any and all claims and demands whatsoever arising, during the time the owner was an owner, out of or in any manner attributable to the alteration.
- 8.5 An owner who alters common property, limited common property or common assets without adhering strictly to these Bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration; and, if the owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation may conduct the restoration, at the expense of the owner.
- 8.6 Any costs or expenses incurred (but not necessarily paid) by the Strata Corporation as the result of an alteration by an owner to the common property including limited common property as a result of a restoration performed by the Strata Corporation in accordance with Bylaw 8.5, shall be charged to the owner, as set out in Bylaw 2, on the due date of the next monthly strata fees.

8.7 Strata lot owners may apply to council for permission to have an electric vehicle charging station and the associated wiring, conduit and other equipment (hereinafter called the "Works") installed in their designated parking stall in the resident parking garage. No installation of the Works may begin until council permission is granted and, before council will consider granting permission, the owner must sign an agreement in a form provided by the Strata.

This agreement will require that:

- (a) the owner agrees to engage the Strata Corporation's approved EVSE (electric vehicle supply equipment) installer to install the Works;
- (b) the owner assumes all responsibility for all costs resulting from the installation, use, or damage related to the Works including all installation costs payable to the installer;
- (c) with respect to the construction, maintenance, repair and replacement of the Works, the owner will obtain all permits required by the municipality or other authorities having jurisdiction;
- (d) notwithstanding anything in the Strata Corporation's bylaws, the owner will be responsible to maintain, repair and replace the Works at the owner's sole risk, cost and expense.

## **Section 9 — Renovations and alterations**

- 9.1 An owner undertaking an alteration to a strata lot or common property, limited common property or a common asset must give the strata council or authorized agent of the strata corporation two working days prior notice of the scheduled arrival of tradespersons or delivery of materials.
- 9.2 A resident must not permit any construction debris, material or packaging to be deposited in the Strata Corporation's disposal containers.
- 9.3 An owner must ensure that when any construction materials, are moved or received by way of the elevator, that all areas of the elevator are protected with proper wall pads and floor coverings.
- 9.4 If requested by Council, an owner/resident undertaking or overseeing an alteration to a strata lot or common property, limited common property or a common asset must ensure that:
  - (a) drop cloths are installed and removed daily between the elevators and the owner's strata lot as well as between other doors to protect common areas from spillage or dripping; and
  - (b) stairs, lobbies, corridors, paths and parking areas are, at a minimum, returned to their original state of cleanliness and tidiness each day that work takes place.
- 9.5 Hours of work for any alteration are restricted to 8:00 a.m. to 5:00 p.m. Monday through Friday, and 10:00 a.m. to 5:00 p.m. on weekends and statutory holidays.
- 9.6 An owner must be in attendance for all significant alterations, the determination of significant being within the sole discretion of Council.
- 9.7 All tradespersons contracted by an owner to carry out an alteration to a strata lot or common property, limited common property or a common asset must be properly licensed, WCB

insured, and bonded; and it is the sole responsibility of the owner to ensure that any and all required permits and licenses have been obtained prior to the commencement of any work.

9.8 Any costs or expenses incurred (but not necessarily paid) by the Strata Corporation as the result of an alteration by an owner to common property, limited common property or common assets, and any fine levied pursuant to Bylaw 9, shall be charged to the owner and become due and payable pursuant to Bylaw 2 on the due date of the next monthly strata fees.

9.9 Strata lot owners are permitted to install laminate/hardwood flooring in their strata lots subject to:

- (a) Prior written permission being obtained from Council before commencement of the work.
- (b) An underlay being installed which will retain the same sound absorption properties as the existing carpet and underlay, which must have a Sound Transfer Class (STC) rating of 70 or better, as well as an Impact Insulation Class (IIC) rating of 70 or better.
- (c) The existing carpet and underlay is to be removed in a fashion which does not soil the common areas. The carpet and underlay are not to be disposed of in the Strata Corporation's refuse containers and must be removed from the site by the Owner and/or contractor.
- (d) The existing carpet and underlay not being stored anywhere on common property prior to disposal.
- (e) The work being done in such a way as to not affect the quiet enjoyment of adjacent strata lots, and under no circumstances is the work to begin before 8:00 a.m. nor go beyond 6:00 p.m.
- (f) All work being done at the Strata Lot Owner's risk and expense.
- (g) Any damage to the Strata unit as a result of such installation, and the costs of any resulting repairs to the unit, remain the responsibility of the Strata Lot Owner.

9.10 Strata lot owners may apply to council for permission to install a permanent heat pump ductless air conditioning and/or heating system (hereinafter called the "AC unit") on their balcony and in their unit. No installation of an AC unit may begin until council permission is granted and, before council will consider granting permission, the owner must provide strata with complete specifications of the proposed installation and sign an agreement in a form provided by the Strata.

This agreement will require that:

- (a) the Strata is indemnified from responsibility for any costs resulting from the installation, use, maintenance, or damage related to the AC unit.
- (b) the owner certifies that the installation of the AC unit will comply with all of the requirements set out in Sections 7, 8, and 9 of these bylaws regarding licensed trades, bonding and insurance, and that all permits required for the installation will be acquired and that copies of these permits will be provided to the strata before work begins.
- (c) the electrical requirements for the AC unit in combination with other electrical demands shall not exceed the original maximum amperage load for the strata lot. Electrical upgrades or increases are not permitted.
- (d) coring of an exterior wall will be allowed subject to prior approval as to location. Before any coring commences, the owner must supply the strata with certification from a qualified engineer that the location was scanned to verify that the coring will not compromise the structural integrity of the building. Where window penetrations are contemplated as part of the AC unit installation, council must give advance approval for

the penetration and will only approve window penetrations that maintain the integrity of the building based upon both construction and aesthetic considerations. If a window penetration is approved and a window is altered by making an incision in the glass or replaced with a customized window panel, such window will become a strata lot owner's responsibility for all future maintenance.

- (e) Sound Pressure Level of outdoor and indoor components of the AC unit shall not exceed 56dB(A) at cooling and heating respective maximum outputs; the AC Unit shall be installed and operate such that Sound Pressure Level measured in the bedrooms of the adjacent strata lots does not exceed 35dB(A).
- (f) the owner shall assure that any condensate produced by the AC unit is contained and does not run off of the edge of the balcony.
- (g) the owner must carry out regular service of the AC unit in order to keep the noise level within the limits specified in (e) above; exceeding these noise limits will be considered a nuisance and be subject to bylaw 4.1(a).

## **Section 10 — Permit entry to strata lot**

- 10.1 A resident or visitor must allow a person authorized by the Strata Corporation to enter a strata lot or limited common property:
- (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, such notice to include the date, the approximate time of entry, and the reason the entry is required:
    - i) to inspect, repair, renew, replace or maintain common property, limited common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair, replace, renew and maintain under these Bylaws or the Act to insure under Section 149 of the Act; or
    - ii) to ensure a resident's compliance with the Act, Bylaws and Rules
- 10.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs if the emergency is deemed the responsibility of the owner.

## **PART III — POWERS AND DUTIES OF THE STRATA CORPORATION**

### **Section 11 — Repair and maintenance of property by the Strata Corporation**

- 11.1 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, with the duty to repair and maintain being 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 the building
      - B) the exterior of the building
      - C) patios, chimneys, stairs, balconies and other things attached to the exterior of the building
      - D) doors and windows, including the casings, frames and sills of such doors and windows, on the exterior of the building or that front on common property

- E) fences, railings and similar structures that enclose patios and balconies
- (d) a strata lot, with the duty to repair and maintain being restricted to:
  - i) the structure of the building
  - ii) the exterior of the building
  - iii) patios, chimneys, stairs, balconies and other things attached to the exterior of the building

- iv) doors and windows on the exterior of the building or that front on common property, including the casings, frames and sills of such doors or windows but not including any lock hardware, handles, latches, or rollers used in the opening, closing or securing of these doors or windows
- v) fences, railings and similar structures that enclose patios or balconies

11.2 The strata corporation must obtain the approval of the owners by a resolution passed by a  $\frac{3}{4}$  vote to acquire or dispose of personal property with a market value of more than \$3,000.

## **PART IV — COUNCIL**

### **Section 12 — Council size**

12.1 Council must have at least 3 and not more than 7 members.

### **Section 13 — Council eligibility**

13.1 A person may not stand for council or continue to be on council, if at the time, the strata corporation is entitled to file a lien against the strata lot represented by the person.

### **Section 14 — Council member terms**

14.1 To sustain continuity of administration, there should always be some councillors who continue from the previous year. To that end, in alternating years, three and four Council members, respectively, will be elected at the Annual General Meeting for a two-year term. If in a particular year, a Council member whose term does not expire until the following year chooses to resign, a new Council position will be posted for a one-year term.

14.2 The terms of those Council members who have fulfilled their elected terms of office, end at the conclusion of the Annual General Meeting. A person whose term as a Council member has thus expired, becomes eligible for re-election at that Annual General Meeting.

### **Section 15 — Removing Council member**

15.1 The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more Council members; but a separate resolution must be passed for each Council member to be removed.

- 15.2 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.

### **Section 16 — Replacing Council member**

- 16.1 If a Council member resigns or is unwilling or unable to act for a period of 3 or more months, the remaining members of Council may appoint a replacement Council member for the remainder of the term.
- 16.2 A replacement Council member appointed pursuant to Bylaw 16.1 may be appointed from any person eligible to sit on the Council.
- 16.3 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.

### **Section 17 — Officers**

- 17.1 At the first meeting of Council held after each annual general meeting of the Strata Corporation, Council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 17.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 17.3 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) if the president is removed, or
  - (c) for the remainder of the president's term if the president ceases to hold office
- 17.4 The Council may vote to remove an officer.
- 17.5 If an officer other than the president is removed, resigns, is unwilling or unable to act for a period of 3 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

### **Section 18 — Calling Council meetings**

- 18.1 Any Council member may call a Council meeting by giving the other Council members at least one week notice of the meeting, specifying the reason for calling the meeting.
- 18.2 The notice referred to in Bylaw 18.1 does not have to be in writing.
- 18.3 A Council meeting may be held on less than one week 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 have been made.
- 18.4 Council must inform owners about a council meeting as soon as feasible after the meeting has been called.

### **Section 19 — Requisition of Council hearing**

- 19.1 By application in writing stating the reasons for the request, an owner or resident may request a hearing at a Council meeting.
- 19.2 Except for a hearing pursuant to Section 144 of the Act, if a hearing is requested under Bylaw 19.1, the Council must hold a meeting to hear the applicant within 1 month of the request having been received by the strata council or its agent.
- 19.3 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 date of the hearing.

### **Section 20 — Quorum of Council**

- 20.1 A quorum of Council is:
- (a) two, if Council consists of 2, 3, or 4 members
  - (b) three, if Council consists of 5 or 6 members
  - (c) four, if Council consists of 7 members
- 20.2 Council members must be present in person at Council meetings to be counted in establishing quorum.

### **Section 21 — Council meetings**

- 21.1 The Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 21.2 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 simultaneously during the meeting. Decisions made by electronic means must be confirmed at the next Council meeting and reflected in the minutes.
- 21.3 If a council meeting is held by electronic means, Council members are deemed to be present in person. The Rules of quorum apply.
- 21.4 Owners and spouses of owners may attend council meetings as observers.
- 21.5 Despite Bylaw 21.4, no observers may attend those portions of council meetings that deal with any of the following:
- (a) Bylaw contravention hearings under Section 135 of the Act
  - (b) rental restriction Bylaw exemption hearings under Section 144 of the Act
  - (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy

- (d) any other matters if the presence of observers would, in Council's opinion be deemed as sensitive issues.

## **Section 22 — Voting at Council meetings**

- 22.1 At council meetings, decisions must be made by a majority of Council members present in person at the meeting.
- 22.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 22.3 The results of all votes at a council meeting must be recorded in Council meeting minutes.

## **Section 23 — Council to inform owners of minutes**

- 23.1 Minutes of council meetings are to be circulated to owners within 2 weeks of the meeting taking place, whether or not they have been approved by Council.

## **Section 24 — Delegation of Council powers and duties**

- 24.1 Subject to Bylaws 24.2, 24.3 and 24.4, 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.
- 24.2 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 Bylaw 24.3.
- 24.3 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.
- 24.4 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
  - (d) whether an owner should be granted an exemption from a rental restriction Bylaw under Section 144 of the Act.
- 24.5 Formation of a committee must be approved by the strata council.

## **Section 25 — Spending restrictions**

- 25.1 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.
- 25.2 Despite Bylaw 25.1, 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.

## **Section 26 — Limitation on liability of Council member**

- 26.1 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 of any duty of the Council.
- 26.2 Bylaw 26.1 does not affect a Council member's liability, as an owner, for a judgment against the member of the Strata Corporation.
- 26.3 All acts done in good faith by the Council are, even if it afterwards discovered that there was some defect in the appointment or continuance in office of a member of Council, as valid as if the Council member had been duly appointed or had duly continued in office.

## **PART V — ENFORCEMENT OF BYLAWS AND RULES**

### **Section 27 — Fines**

- 27.1 When a resident is in contravention of any Bylaw or Rule of the Strata Corporation, Council may levy fines, and the Property Manager will notify the resident of such contravention, including the following information:
  - (a) a complaint of a Bylaw or Rule contravention
  - (b) the possible fine to be levied should it be determined that the breach actually occurred
  - (c) a specific time frame within which the resident may appeal the complaint, pursuant to Section 27.3 of these Bylaws
  - (d) if there is no response, Council will make a decision based on the evidence it has at that time.
- 27.2 Except where specifically stated otherwise in these Bylaws, the Strata Corporation may fine an owner or tenant :
  - (a) up to \$200.00 for each contravention of a Bylaw
  - (b) up to \$50.00 for each contravention of a Rule
  - (c) up to \$500.00 for each contravention of a rental Bylaw
- 27.3 The Bylaw enforcement process is as follows:
  - (a) upon receiving notification of a Bylaw or Rule contravention, as determined in Section 27.1, the resident may seek an appeal by responding, in writing through the property Manager, within the time frame specified in the notice. The response may either contain the appeal itself or request a hearing before Council at its next regularly scheduled council meeting.
  - (b) if no response is received by Council within the time frame stipulated in the complaint, Council will make a decision based on the evidence gathered, and notify the owner/resident accordingly.
  - (c) if the response contains the appeal, Council will make its determination based on the evidence and any information provided by the owner/resident at its next regularly scheduled council meeting, and notify the owner/resident in writing within two weeks of that decision.
  - (d) if the owner/resident chooses to present their case at a regularly scheduled council meeting, Council will make its final determination based on the gathered information

and evidence, at that same meeting, after the resident has left. Council will notify the resident of its determination in writing within 2 weeks of the decision.

### **Section 28 — Continuing contravention**

28.1 Except where specifically stated otherwise in these Bylaws, 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.

28.2 Without limiting the generality of this provision, if the Strata Corporation incurs any expense, including legal fees or disbursements,  
(a) to collect a fine, or  
(b) to remedy a contravention of a Bylaw or Rule,

then the expense must be charged to that owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the expense is incurred but not necessarily paid, by the Strata Corporation, and shall become immediately due and payable by the owner to the Strata Corporation on that date.

## **PART VI — ANNUAL AND SPECIAL GENERAL MEETINGS**

### **Section 29 — Quorum of meeting**

29.1 If within ½ hour from the time appointed for an annual or special general meeting, a quorum is not present the eligible voters present in person or by proxy, constitute a quorum.

29.2 Bylaw 29.1 does not apply to a meeting demanded pursuant to Section 43 of the Act, and failure to obtain a quorum for a meeting demanded pursuant to Section 43 terminates, and does not adjourn, that meeting.

### **Section 30 — Person to chair meeting**

30.1 Annual and special general meetings must be chaired by the president of the Council.

30.2 If the president of the Council is unwilling or unable to act, the meeting must be chaired by the vice president of the Council.

30.3 If neither the president nor the vice president of the Council chairs the meeting, a chair must be selected from the Council members present.

### **Section 31 — Participation by other than eligible voters**

31.1 Residents who are not owners may attend annual and special general meetings, whether or not they are eligible to vote, and they may participate in discussion only with the permission of the chair.

31.2 Persons who are not eligible to vote may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

- 31.3 Persons who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **Section 32 — Voting**

- 32.1 Except on matters requiring a unanimous vote, no person may exercise a vote for a strata lot if, at the relevant time, the Strata corporation is entitled to file a lien against that strata lot, pursuant to Section 116(1) of the Act.
- 32.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 32.3 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.
- 32.4 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.
- 32.5 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.
- 32.6 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.
- 32.7 Despite anything in this section, an election of Council or removal of a Council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

### **Section 33 — Electronic attendance at meetings**

- 33.1 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.
- 33.2 If annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.
- 33.3 If an annual or special general meeting is held by electronic means with a person, that person is responsible for the specific costs related to the electronic communication.

### **Section 34 — Order of Business**

- 34.1 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 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 by 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

## **PART VII — VOLUNTARY DISPUTE RESOLUTION**

### **Section 35 — Voluntary dispute resolution**

- 35.1 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.
- 35.2 A dispute resolution committee consists of:
- (a) the 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.
- 35.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## **PART VIII — SMALL CLAIMS COURT PROCEEDINGS**

### **Section 36 — Authorization to proceed**

- 36.1 The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or costs, including legal costs, of remedying a contravention of the Bylaws or Rules and to recover money which the Strata Corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, Property Managers, tenants or a member of the owner's family.

## **PART IX — SIGNAGE AND POSTINGS**

### **Section 37 — Marketing activities by owners and residents**

- 37.1 Real estate "For Sale" or "For Rent" signs must not be displayed in a strata lot or on common property.

- 37.2 REALTORS MUST ESCORT viewers of suites to and from the suite that is for sale and all areas of the building and common property.
- 37.3 No solicitation by Realtors of owners by flyers or business cards is allowed. It is the responsibility of the owner selling their unit to ensure that this is communicated and is subject to fine.
- 37.4 Lock boxes are not permitted on the Strata Corporation property.

### **Section 38 — Bulletins and notices**

- 38.1 Unless previously authorized in writing by the Council, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other such fixtures of any kind on a strata lot, common property or limited common property; and must not paint the exterior of a strata lot, common property or limited common property nor add any wood, ironwork, concrete or other materials.

## **PART X — INSURANCE**

### **Section 39 — Insuring against major perils**

- 39.1 The Strata Corporation must insure against major perils, as set out in Regulation 9.1(2) to the Act, including, without limitation, earthquakes.
- 39.2 As alterations and upgrades made to strata lots both by current and previous owners are excluded from the Strata Corporation's insurance coverage, strata lot owners are responsible for obtaining "Betterments and Improvements" insurance coverage.

## **PART XI — STORAGE**

### **Section 40 — Storage lockers and bicycle storage**

- 40.1 An owner, tenant, occupant or visitor must not take a bicycle through the lobby area.
- 40.2 An owner, tenant, occupant or visitor must store any bicycles and tricycles in the bicycle storage rooms and/or storage lockers.
- 40.3 An owner, tenant, occupant or visitor must not keep a bicycle whether locked or unlocked, in any common areas, hallways or lobby area except in areas specifically designated (storage locker/bicycle storage room).
- 40.4 An owner, tenant, occupant or visitor must clean their bicycle(s) of all mud and debris and wipe them dry prior to entering the building
- 40.5 An owner, tenant, occupant or visitor must not store a bicycle on the balconies or patios.
- 40.6 An owner, tenant, occupant or visitor must enter and exit the building with the bicycles only through the parkade main gate.

- 40.7 An owner, tenant, occupant or visitor must store all items inside personal lockers only. Items found on top of or around lockers inside the storage rooms, may be removed and discarded without notice.
- 40.8 An owner, tenant, occupant or visitor must not store any hazardous or flammable substances in storage lockers.
- 40.9 An owner, tenant, occupant or visitor must not make any alterations to locker size or structure (i.e. cutting of wire).
- 40.10 An owner, tenant, occupant or visitor must not sell or transfer any storage locker to any person, whether resident or non-resident, as these are conveyed with the strata lot.

## **PART XII — PARKING**

### **Section 41 — Parking prohibitions**

- 41.1 The turn around area in front of the Bentley is a fire/emergency zone and the "No Parking" signs must be obeyed at all times.
- 41.2 No person is permitted to camp overnight in any type of vehicle in a common area.
- 41.3 Washing of vehicles is not permitted in any area of the parkade at any time,
- 41.4 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes, fire lanes or no parking zones.
- 41.5 Residents are prohibited from parking in the visitor parking stalls.

### **Section 42 — Visitor secured parking**

- 42.1 A maximum 10km/hour must be maintained at all times in the visitor parkade.
- 42.2 Guest parking is permitted only in the parking area designated by the Strata Corporation as visitor parking.
- 42.3 Visitor parking stalls are for the exclusive use of visitors of current residents and for contractors.
- 42.4 Residents must comply strictly with the guest parking procedures and limitations set out in the Rules, and are responsible to inform their visitors of the requirements pertaining to guest parking.
- 42.5 All visitors must display the assigned visitor's parking pass at all times when parked in the visitor parking parkade. Vehicles without passes will be subject to being towed at the owner's expense.

### **Section 43 — Resident secured parkade**

- 43.1 A maximum 10km/hour must be maintained at all times within the parkade. Residents will be fined for exceeding the speed limit.
- 43.2 A resident must park in their assigned parking stall only.
- 43.3 A resident must not leave parkade remotes in their vehicles so as not to compromise the safety and security of any area of BCS 2176.
- 43.4 A resident will be fined pursuant to these Bylaws, if it is determined that the remote entry fob they left inside their vehicle has been used to commit a security breach of any kind on the property.
- 43.5 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes, fire lanes or no parking zones.
- 43.6 A resident must not park in such a manner that reduces the width of the roadway, a neighbour's parking stall or walkway.
- 43.7 A resident storing an unlicensed vehicle must have that vehicle insured at all times, and within 7 days of storing such vehicle, provide proof of such insurance to the Strata Corporation. Proof of insurance must be updated each time it is renewed or changed.
- 43.8 An owner must not lease or license any parking stall to any person other than owner or current resident of the building.
- 43.9 A resident must not permit any oversized, commercial or recreation vehicles including, but not limited to boats, trailers and campers to enter or be parked or stored on common property, limited common property or land that is a common asset without the prior written approval of the Council.
- 43.10 A parking stall may not be used for storage purposes of any kind other than a motor vehicle. Any improperly stored item may be removed by the Strata Corporation, with all related expenses to be assessed to the owner's strata lot.
- 43.11 A resident must not use any parking area as a work area for carpentry, renovations or repairs of any kind, or to work on vehicles involving automotive fluids or paints, motor tune-ups or mechanical repairs.
- 43.12 A resident whose vehicle causes leaks to spill onto any stall or common area must be responsible for clean-up and, should the owner fail to clean-up within 7 days, the Strata Corporation shall have the right to order such clean-up as may be deemed necessary, and all expenses will be assessed to the owner's strata lot.
- 43.13 In the event that the Strata Corporation through Council deems removal of spills an urgent matter, it may elect to proceed with immediate removal and all expenses will be assessed to the owner's strata lot.

### **PART XIII — MOVING**

#### **Section 44 — Move in/out procedures**

- 44.1 An owner must conform, and ensure that any tenants conform, to the Move-In and Move-Out Rules established by the Council from time to time.
- 44.2 A resident must provide the Caretaker at least 7 days notice of any move in or move out.
- 44.3 No owner or tenant will be permitted to book a move into the Bentley, unless the resident information and emergency forms have been received by the Strata Corporation, and/or the Form K has been submitted for tenants.
- 44.4 Should a tenant arrive for a move prior to the forms having been received by the Strata Corporation, that tenant will be turned away and forced to reschedule the move to a later date.
- 44.5 All moves must take place between 8:00 a.m. and 4:00 p.m. Monday through Saturday. Moves are prohibited Sundays and statutory holidays.
- 44.6 A resident using the elevator during a move must ensure that the **ELEVATOR SERVICE KEY** is used to control the elevator and the doors not jammed open in any manner. A maximum 3 hours lockout time for elevators is permitted. For any portion in excess of 3 hours, an assessment of \$50.00 per hour or portion thereof will be charged to the resident by the Strata Corporation.
- 44.7 A resident using the elevator must ensure that the elevator pads are in place prior to starting the move.
- 44.8 Prior to any move-ins, residents must pay a non-refundable fee of \$200.00 to the Strata Corporation to facilitate the move and to respond to any emergencies or issues that may arise. The fee also covers a written pre-move and post-move inspection of the common areas involved in the move. Residents moving from one strata lot at the Bentley to another must pay a non-refundable \$100.00 fee.

#### **Section 45 — Furniture deliveries**

- 45.1 Residents expecting deliveries of furniture or other large items must advise the Caretaker in advance so that arrangements may be made to properly protect all common areas when deemed necessary.

### **PART XIV — APPEARANCE OF STRATA LOTS**

#### **Section 46 — Patios and balconies**

- 46.1 No items other than those permitted by the Bylaws shall be kept on patios, balconies or common property unless authorized by the Council in writing.
- 46.2 Only gas or electric barbecues are permitted on patios or balconies.
- 46.3 Only patio style furniture is permitted (no upholstered sofas, chairs or storage shelves).

- 46.4 For safety, patio umbrellas and furniture must be firmly weighted or otherwise secured. Owners are liable if any object leaves the building from their balcony and causes injury or damage.
- 46.5 Planters and flower boxes are permitted on patios and decks, with the following limitations:
- planters and flower boxes must be kept neat and tidy in appearance year-round
  - planters and flower boxes must sit in trays and/or saucers to catch water run-off
  - small shrubs and flowers are permitted
  - no vegetable gardens
  - no planters that attach to the building
  - planters and flower boxes must be on the patio, not on the common grounds around it
  - no flower boxes may be hung outside the patio railings
- 46.6 Balconies must be damp mopped for cleaning and residents are to take care when washing their balcony that no water falls or drains to the balcony or ground below.

### **Section 47 — Cleanliness**

- 47.1 A resident must not allow rubbish, dust, garbage, boxes, packing cases and other similar refuse to be thrown, piled or stored in the strata lot or on common property, or otherwise allow a strata lot to become unsanitary or untidy.
- 47.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas, and material other than recyclable or ordinary household refuse and garbage is removed appropriately.
- 47.3 Any expense incurred by the Strata Corporation to remove any refuse not properly disposed of by a resident of a strata lot will be charged to the owner of the strata lot.

### **Section 48 — Consideration of neighbours**

- 48.1 A resident must ensure that all entrance doors to strata lots are kept closed and residents must not cause or produce undue noise, smell or vibration in or about any strata lot or common property such that it causes a disturbance or interferes with the comfort of any other resident.

### **Section 49 — Lawn areas**

- 49.1 Residents and visitors must not engage in any activity that is likely to damage plants, bushes, flowers or lawns, including not exhaustively traversing lawn or garden areas not intended for foot traffic and placing chairs, tables or other objects on lawn areas.

## **PART XV — VISITORS AND CHILDREN**

### **Section 50 — Visitors and Children**

- 50.1 A resident is responsible for the conduct and safety of children residing in or visiting the resident's strata lot, and must ensure that noise is kept at a level that, in the sole determination of the Council, will not disturb the rights of quiet enjoyment of others.

- 50.2 Children residing in or visiting a strata lot must be under the supervision of a responsible adult at all times and are not permitted at any time to play in the hallways, elevators, lobby or any other common areas of the building or property.
- 50.3 Activities including but not limited to, bicycling, in-line skating, skateboarding and hockey are not permitted in any common areas, including the parkade. Residents will be held liable for any damage or injury caused by improper supervision of children.

## **PART XVI — SECURITY**

### **Section 51 — Security**

- 51.1 Residents and visitors must not permit anyone unknown to them (including tradespersons, movers or couriers) to enter the building by way of the enterphone.
- 51.2 Residents and visitors must not permit anyone unknown to them to enter the property behind them, at any entry point, whether walking or driving.
- 51.3 In the interest of security, residents must:
- (a) ensure that outside entrance doors are not left open after entering or exiting the building and never leave open an exterior fire door
  - (b) lock all vehicles in the underground parking area
  - (c) report to any member of Council and/or the police any suspicious or unwelcome person or persons in or about the building common areas
  - (d) immediately notify the Property Manager and/or the Caretaker of lost or stolen access cards.

## **PART XVII — MISCELLANEOUS**

### **Section 52 — Miscellaneous prohibited activities**

- 52.1 A resident or visitor must not wear or use, as the case may be, inline skates, bicycles, scooters, or skateboards anywhere in the building, including a strata lot or anywhere on common property.
- 52.2 A resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset.
- 52.3 Residents and visitors may neither loiter nor congregate in the lobby.
- 52.4 A resident or visitor must not use common property electrical outlets, with the exception of parking area outlets while vacuuming a vehicle.
- 52.5 An owner shall not allow his strata lot to become unsanitary.
- 52.6 All cardboard boxes must be collapsed, and no furniture is to be disposed in garbage bins or garbage room area.

- 52.7 No resident may consume alcoholic beverages on common property except in the amenity room when properly booked.
- 52.8 Removal of household furnishings and appliances is the responsibility of the owner/resident. These items are not to be left in the garbage area for disposal.

### **Section 53 — Holiday lights and trees**

- 53.1 Live Christmas trees are not permitted in the building.
- 53.2 An owner must ensure that holiday lights are not installed before December 1<sup>st</sup> and are removed no later than January 15<sup>th</sup>.

### **Section 54 — Outdoor barbecues**

- 54.1 No resident may use a barbecue, hibachi, or other like cooking device on:
- (a) common property
  - (b) limited common property, including a balcony, deck or patio
  - (c) a common asset, or
  - (d) a balcony or patio that forms part of a strata lot unless the device is powered by propane, natural gas or electricity.
- 54.2 A tank that contains propane or natural gas may not be stored indoors, including the indoor portion of a strata lot, or an indoor area used for parking vehicles or bicycles, or used for storage.
- 54.3 If the City of Port Moody requires the Strata Corporation to establish a fire extinguisher program, including but not limited to a program to periodically inspect any fire extinguisher within the boundaries of the strata plan, or to establish a program to train an owner or resident to use a fire extinguisher, the cost of the program is a common expense of the Strata Corporation.
- 54.4 Despite subsection 54.2, a person may utilize a barbecue, hibachi or other like cooking device provided it is powered by propane, natural gas or electricity outside the amenity room if the Council has first given written approval, such approval not to be unreasonably withheld.

**STRATA PLAN BCS 2176  
THE BENTLEY AT NEWPORT VILLAGE**

**BYLAWS**

*AMENDMENT HISTORY*

**1. At the Annual General Meeting of March 10, 2009, Sub-Section 5.2 which formerly read as follows:**

- 5.2 No owner, tenant, occupant or visitor may keep a pet on strata lot other than:
- (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) 1 cat and 1 dog or two cats or 2 dogs (a total of 2 in their entirety)

**was repealed and replaced with:**

- 5.2 No owner, tenant, occupant or visitor may keep a pet on strata lot other than:
- (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) 2 dogs or 2 cats or 1 dog and 1 cat for a total of two pets in their entirety. Dogs with a weight exceeding 12 kg. (25 lbs.) or which can reasonably be expected to exceed 12 kg. at maturity are prohibited. The weight restriction will not apply to any dog resident in the building at the time of the adoption of the bylaw provided the owner registers the animal with the Strata Corporation within 30 days of the adoption of the bylaw.

**2. At the Annual General Meeting of April 25, 2013, new Sub-Section 6.4 was added which reads as follows:**

- 6.4 An owner must provide the Strata Corporation with a copy of the lease or sublease agreement, showing a minimum one year lease prior to moving in. This applies to all leases or subleases each time a tenancy changes.

**At the same meeting, Sub-Section 44.8 which formerly read as follows:**

- 44.8 Prior to any moves, residents must pay a non-refundable move in/move out fee of \$100.00 to the Strata Corporation to facilitate the move and to respond to any emergencies or issues that may arise. The fee also covers a written pre-move and post-move inspection of the common areas involved in the move. Residents moving from one strata lot at the Bentley to another must pay only the one non-refundable \$100.00 fee.

**was repealed and replaced with:**

44.8 Prior to any move-ins, residents must pay a nonrefundable fee of \$200.00 to the Strata Corporation to facilitate the move and to respond to any emergencies or issues that may arise. The fee also covers a written pre-move and post-move inspection of the common areas involved in the move. Residents moving from one strata lot at the Bentley to another must pay a non-refundable \$100.00 fee.

**3. At the Annual General Meeting of April 24, 2014, Sub-Section 4.2(g) which formerly read as follows:**

4.2 An owner, tenant, occupant or visitor must not:  
(g) smoke in, or on common property areas, excluding limited common property patios and decks

**was amended to read as follows:**

4.2 An owner, tenant, occupant or visitor must not:  
(g) smoke in, or on common property areas, including limited common property patios and decks

**4. At the Annual General Meeting of April 27, 2016, new Sub-Section 9.9 was added which reads as follows:**

9.9 Strata lot owners are permitted to install laminate/hardwood flooring in their strata lots subject to:

- (a) Prior written permission being obtained from Council before commencement of the work.
- (b) An underlay being installed which will retain the same sound absorption properties as the existing carpet and underlay, which must have a Sound Transfer Class (STC) rating of 70 or better, as well as an Impact Insulation Class (IIC) rating of 70 or better.
- (c) The existing carpet and underlay is to be removed in a fashion which does not soil the common areas. The carpet and underlay are not to be disposed of in the Strata Corporation's refuse containers and must be removed from the site by the Owner and/or contractor.
- (d) The existing carpet and underlay not being stored anywhere on common property prior to disposal.
- (e) The work being done in such a way as to not affect the quiet enjoyment of adjacent strata lots, and under no circumstances is the work to begin before 8:00 a.m. nor go beyond 6:00 p.m.
- (f) All work being done at the Strata Lot Owner's risk and expense.
- (g) Any damage to the Strata unit as a result of such installation, and the costs of any resulting repairs to the unit, remain the responsibility of the Strata Lot Owner.

**At the same meeting, new Sub-Section 4.2(l) was added which reads as follows:**

4.2 An owner, tenant, occupant or visitor must not:

- (l) use a barbeque between the hours of 10:00 p.m. and 8:00 a.m.

5. **At the Annual General Meeting of April 26, 2017, a resolution was proposed to amend the Pets and Animals Bylaw Sub-Section 5.2(d) to remove the 12 kg. (25 lbs.) weight restriction on dogs. The resolution was defeated and therefore the dog weight restriction remained in place.**

6. **At the Annual General Meeting of April 16, 2018, Sub-Section 4.4 which formerly read as follows:**

4.4 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

**was repealed and replaced with the following:**

4.4 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

If an owner makes an insurance claim under the strata corporation's insurance policy in relation to any portion of that owner's strata lot which the strata corporation is required to insure for which the owner, a tenant, an occupant of that owner's strata lot or their guest or invitee are responsible for the damage which gave rise to the claim or the source of which originated in that owner's strata lot, the owner shall pay directly any deductible related to such claim.

The strata corporation, subject to the terms of the Strata Property Act and these Bylaws, shall recover from an owner or tenant (as the case may be) the costs to repair any physical damage to the common property, limited common property or those portions of a strata lot which the strata corporation is required to repair and which is not covered by the strata corporation's insurance policy for which the owner, a tenant, an occupant of the strata lot or their guest or invitee are responsible or the source of which originated in that strata lot. The strata corporation may choose to seek recovery (including suing) from only the owner of a strata lot in relation to damage caused by a tenant or occupant of that strata lot or their guest or invitee. Nothing in this section shall act to restrict the rights of the strata corporation pursuant to s.133 of the Strata Property Act.

The owner of a strata lot shall be obligated to pay to another owner the costs (including any insurance deductible) to repair any damage to that other owner's strata lot for which the owner, a tenant, an occupant of the strata lot or their guest or invitee are responsible or the source of which originated in the owner's strata lot.

**At the same meeting, Sub-Section 11.1(d)(iv) which formerly read as follows:**

- 11.1 The Strata Corporation must repair and maintain all of the following:
- (d) a strata lot, with the duty to repair and maintain being restricted to:
    - iv) doors and windows, including the casings, frames and sills of such doors and windows, on the exterior of the building or that front on common property

**was amended to read as follows:**

- 11.1 The Strata Corporation must repair and maintain all of the following:
- (d) a strata lot, with the duty to repair and maintain being restricted to:
    - iv) doors and windows on the exterior of the building or that front on common property, including the casings, frames and sills of such doors or windows but not including any lock hardware, handles, latches, or rollers used in the opening, closing or securing of these doors or windows

**7. At the Annual General Meeting of May 11, 2022 new Sub-Section 8.7 was added which reads as follows:**

8.7 Strata lot owners may apply to council for permission to have an electric vehicle charging station and the associated wiring, conduit and other equipment (hereinafter called the "Works") installed in their designated parking stall in the resident parking garage. No installation of the Works may begin until council permission is granted and, before council will consider granting permission, the owner must sign an agreement in a form provided by the Strata.

This agreement will require that:

- (a) the owner agrees to engage the Strata Corporation's approved EVSE (electric vehicle supply equipment) installer to install the Works;
- (b) the owner assumes all responsibility for all costs resulting from the installation, use, or damage related to the Works including all installation costs payable to the installer;
- (c) with respect to the construction, maintenance, repair and replacement of the Works, the owner will obtain all permits required by the municipality or other authorities having jurisdiction;
- (d) notwithstanding anything in the Strata Corporation's bylaws, the owner will be responsible to maintain, repair and replace the Works at the owner's sole risk, cost and expense.

**At the same meeting, new Sub-Section 9.10 was added which reads as follows:**

9.10 Strata lot owners may apply to council for permission to install a permanent heat pump ductless air conditioning and/or heating system (hereinafter called the "AC unit") on their balcony and in their unit. No installation of an AC unit may begin until council permission is granted and, before council will consider granting permission, the owner must provide strata with complete specifications of the proposed installation and sign an agreement in a form provided by the Strata.

This agreement will require that:

- (a) the Strata is indemnified from responsibility for any costs resulting from the installation, use, maintenance, or damage related to the AC unit.
- (b) the owner certifies that the installation of the AC unit will comply with all of the requirements set out in Sections 7, 8, and 9 of these bylaws regarding licensed trades, bonding and insurance, and that all permits required for the installation will be acquired and that copies of these permits will be provided to the strata before work begins.
- (c) the electrical requirements for the AC unit in combination with other electrical demands shall not exceed the original maximum amperage load for the strata lot. Electrical upgrades or increases are not permitted.
- (d) coring of an exterior wall will be allowed subject to prior approval as to location. Before any coring commences, the owner must supply the strata with certification from a qualified engineer that the location was scanned to verify that the coring will not compromise the structural integrity of the building. Where window penetrations are contemplated as part of the AC unit installation, council must give advance approval for the penetration and will only approve window penetrations that maintain the integrity of the building based upon both construction and aesthetic considerations. If a window penetration is approved and a window is altered by making an incision in the glass or replaced with a customized window panel, such window will become a strata lot owner's responsibility for all future maintenance.
- (e) Sound Pressure Level of outdoor and indoor components of the AC unit shall not exceed 56dB(A) at cooling and heating respective maximum outputs; the AC Unit shall be installed and operate such that Sound Pressure Level measured in the bedrooms of the adjacent strata lots does not exceed 35dB(A).
- (f) the owner shall assure that any condensate produced by the AC unit is contained and does not run off of the edge of the balcony.
- (g) the owner must carry out regular service of the AC unit in order to keep the noise level within the limits specified in (e) above; exceeding these noise limits will be considered a nuisance and be subject to bylaw 4.1(a).