

**THE NATIONAL**

**STRATA PLAN – LMS 1108**

**BYLAWS**

(Last updated at the October 18, 2021 AGM)

Please find attached a copy of the **Bylaws** and / or amendments for  
**Strata Corporation LMS 1108**

These Bylaws are provided on a “without prejudice” basis. If you require Bylaws for legal purposes, we recommend you obtain an exact copy of the Strata Corporation’s registered Bylaws from the Land Titles Office and consult professional legal counsel regarding their content.

**THE WYNFORD GROUP**  
Managing Agents for  
Strata Plan LMS 1108

# Bylaws of The Owners, Strata Plan LMS 1108 ("The National")

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

### **1      *Payment of Strata Fees***

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

(2) No person may stand for council or continue to be on council with respect to a strata lot and the vote for a strata lot may not be exercised, except on matters requiring an 80% vote or a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot under section 116 (1) of the *Strata Property Act* (the "Act").

(3) Where an owner fails to pay strata fees or a special levy within 15 days of the due date, the strata corporation may fine an owner for contravention of these bylaws and, at its sole discretion, apply an interest charge of 10% per annum compounded annually on any unpaid strata fees and on any unpaid special levies.

(4) An owner who fails to pay strata fees or special levies by the due date shall compensate and indemnify the strata corporation for any legal and administrative expenses of filing a lien on the owner's strata lot, including legal costs on a solicitor and own client basis, incurred or expended by the strata corporation to enforce the lien through a forced sale proceeding under s. 117 of the Act.

(5) Payments received from an owner for an account in arrears shall be applied to the owner's earliest arrears.

### **2      *Repair and maintenance of property by owner***

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

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

(3) Notwithstanding the generality of subsections (1) and (2), an owner is responsible to repair and maintain the following:

(a) a windbreaker installed on a balcony; and

(b) any other alteration to common property or limited common property made by the owner.

(4) All gas fireplaces in a strata lot must be serviced and cleaned by a qualified and certified trades professional at least once every three years. Failure to service, clean and maintain a gas fireplace in a strata lot as required may result in the owner of such strata lot being responsible for costs to remove any soot from exterior walls, make any required repairs and repaint the walls. The removal, repairs and painting costs shall be added to and become part of the owner's strata fees for the month next following the date on which the cost was incurred and will become due and payable on the date of payment of the monthly strata fees.

### **3 Use of property**

3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

(a) causes a nuisance or hazard to another person,

(b) causes unreasonable noise, including any instrument, sound reproduction equipment, wind chime or other device that causes a disturbance or interferes with the use and enjoyment by others,

(c) causes unreasonable smell, vibration or glare,

(d) unreasonably interferes whether directly or indirectly with the rights of other persons to use and enjoy the common property, common assets or another strata lot,

(e) is illegal, or

(f) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(3) An owner, tenant or occupant must not keep any pet(s) on a strata lot other than one or more of the following:

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

(b) a reasonable number of small caged mammals;

(c) up to 2 caged birds;

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

and each pet as listed in paragraphs (a) – (d) above, a “Permitted Pet”.

(4) Despite any other provision in these bylaws, an owner, tenant, occupant or visitor must not keep any pet in a strata lot or bring a pet on common property that is:

(a) prohibited in British Columbia under the Wildlife Act and Controlled Alien Species Regulation or is prohibited under the City of Vancouver Animal Control Bylaw or any other applicable law; or

(b) a dog with a known propensity, tendency, history or disposition to attack without provocation other domestic animals or humans; or that has killed, injured or aggressively harassed or pursued a person or animal without provocation (collectively, a "Dangerous Dog").

At all times, an owner, tenant, occupant and visitor must comply with the City of Vancouver Animal Control Bylaw and all other applicable laws. An owner, tenant, occupant and visitor who keeps a specified breed of dog must not permit or allow the dog to be on common property unless such person has muzzled the dog to prevent it from biting another animal or a person.

For the purposes of the foregoing, a specified breed of dog means (i) Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, Rottweiler; (ii) any dog of mixed breeding that includes any of the breeds listed in paragraph (i) or any dog which has the appearance and physical characteristics predominantly conforming to the standards for any of those breeds; and (iii) any Dangerous Dogs that has been living with an owner, tenant or occupant (and registered with the council as required) prior to the effective date of this bylaw.

(5) An owner, tenant, occupant or visitor must keep any pet on a leash or in a cage/crate while the pet is on common property, must ensure that the pet is kept under reasonable control, or otherwise secure, and must not permit the pet to:

(a) damage any common property or interfere with the use and enjoyment of the common property and common assets by other owners, tenants and occupants;

(b) urinate or defecate on common property or land that is a common asset;

(c) bark excessively at any time or display any aggressive behaviour;

(d) drag mud or dirt through the indoor common property areas, and the owner of the pet must bring the pet through the visitor parkade entrance and use the pet cleaning station provided by the strata corporation when necessary to ensure that mud and dirt are not transferred into the indoor common property.

Owners of pets are fully responsible for the behaviour of their pets within the common property and common assets. Pets are not permitted in recreation facilities which includes the exercise room, pool, whirlpool/ spa and saunas and related space. If any pet urinates or defecates on common property, or limited common property, the person responsible must immediately and completely remove the pet waste and dispose of it in a waste container or by some other sanitary means. The owner of the strata lot is responsible for ensuring his or her tenants, occupants and any visitors to the strata lot comply with all pet bylaws.

(6) An owner, tenant or occupant who keeps a Permitted Pet in a strata lot must register the Permitted Pet with the strata council within 7 days of bringing the Permitted Pet into the strata lot by providing the council with the Permitted Pet's name, breed, description, license number (as applicable), the unit number of the strata lot in which the Permitted Pet will be kept, and the name, telephone number and email address of the Permitted Pet's owner. The Permitted Pet must where possible, at all times be wearing a collar with a tag identifying its owner and the owner's telephone number.

If an owner, tenant, occupant or visitor has a Permitted Pet that is, in the reasonable opinion of council, a nuisance or has caused or is causing an unreasonable interference or disturbance such as excessive or frequent barking (as an example) to a person's rights to use and enjoy another strata lot, common property or common assets or has exhibited dangerous or aggressive behaviour including, but not limited to lunging or biting, the council may, subject to the law, order such pet to be removed permanently from the strata lot or the common property.

(7) An owner, tenant or occupant must not

(a) permit a strata lot to be occupied as a place of residence at any one point in time by more than two persons per bedroom and one person per den. For the purposes of this bylaw, a "person" is defined to include minors, but exclude visitors staying for a period of less than 30 days. An owner or occupant who alleges hardship as a result of this bylaw may appeal to council for an exemption on the basis of hardship and council must not unreasonably refuse such exemption;

(b) place flags, signs, billboards, placards, notices or advertising matter of any kind on or in a strata lot that is visible from outside the strata lot or on common property or land that is a common asset, with the exception of a "For Sale" sign which may be placed in the location designated by the strata corporation, political signs as permitted by law and the rules and a Canadian flag which may be displayed between June 26 and July 5;

(c) install or hang or apply anything to or on a window that is visible from the exterior of a strata lot, other than window coverings that are of the colour appearance, or solar reflective film of the type, prescribed by council;

- (c.1) install solar reflective film on the window(s) of a strata lot except with the written permission of the council and provided that the owner signs an indemnity agreement taking responsibility for the repair and maintenance of the solar reflective film, including responsibility for solar film replacement if the window(s) need to be replaced for any reason regardless of cause;
- (d) hang or display any laundry, washing, clothing, bedding or other articles in a strata lot that is visible from outside the strata lot or on common property or land that is a common asset;
- (e) install or affix anything to the exterior of the building, including shade screens, windbreakers, awnings, window guards, smoke stacks, mail boxes, plant hangers, bicycle racks, hose racks, or radio antennae without the written permission of the strata corporation;
- (f) install any supplementary heating or air conditioning units in a strata lot or on limited common property except with the written permission of the strata council, and such heating and air conditioning units must not be permitted to drain or leak fluid onto any balcony, deck or patio;
- (g) install a windbreaker or tile on a limited common property balcony except with the written permission of the strata council and provided that the owner signs an indemnity agreement taking responsibility for the repair and maintenance of such windbreaker or tile;
- (h) display Christmas lights except between December 1 and February 20, and such Christmas lights must be attached in a manner that does not cause damage to the exterior of the strata lot or to limited common property or common property;
- (i) obstruct or use the sidewalks, walkways, passages and driveways of the common property or land that is a common asset for any purpose other than ingress or egress from the strata lots or parking areas;
- (j) store any items on common property or any limited common property other than in storage lockers or any other place designated by the council from time to time for the storage of items or as otherwise permitted under these bylaws;
- (k) permit any condition to exist within a strata lot or on limited common property which results in waste or excessive consumption of domestic hot water or natural gas;
- (l) keep or store anything on any deck, balcony or patio except for patio furniture and accessories, a barbeque, and self-contained, free-standing planters so long as they do not cause a nuisance nor impact another strata lots view;
- (m) store flammable or combustible material in a strata lot other than fuel used in outdoor propane barbeques, and such fuel must only be stored outside on the owner's limited common property deck, balcony, or patio;



(n) use any cooking device on any deck, balcony or patio other than a propane or electric barbecue;

(o) throw or discard anything from any window, deck, balcony or patio, including shaking any rugs, carpets, mops or dusters of any kind from any part of a strata lot or common property;

(p) keep or store anything in a strata lot or on common property (including limited common property) that will increase the risk of damage or fire or the rate of insurance on the strata corporation;

(q) smoke or permit smoking of any kind

(i) on any common property or land that is a common asset, or within 6 meters of any common area building door, open window or air intake;

(ii) on or in any strata lot, other than solely in a strata lot by a grandfathered individual who resides in the strata lot at the time this bylaw was passed and who continues to reside there after the bylaw was passed and has registered as a smoker with the building manager on or prior to January 1, 2022. For greater certainty, such grandfathered individuals continue to remain subject to all other bylaw restrictions, including without limitation, those contained in bylaw 3(1).

For the purpose of this bylaw, “smoke” or “smoking” means using, inhaling, exhaling, vaporizing, burning or carrying of a lighted cigarette, joint, e-cigarette, vapor pen or similar vaporizing device, cigar, pipe, hookah, bong or other smoking equipment that burns or vaporizes tobacco, nicotine, or marijuana/cannabis including oils, resins or other derivatives or aerosols or other materials.

(r) use or permit a strata lot to be used as a site for growing, manufacturing, dispensing, selling or distributing marijuana, marijuana-derived products or related products and accessories, and/or any controlled substances (whether licensed or otherwise). For clarity, this does not restrict an owner, tenant or occupant from possessing marijuana, marijuana-derived products, and related products and accessories for personal use, as permitted under federal and provincial legislation;

(s) use a strata lot for commercial or professional purposes, except as a home office provided that non-resident employee and client traffic is strictly limited and the home office is completely enclosed within the strata lot;

(t) use the strata lot for any purpose which involves undue traffic or noise in or about the common property between the hours of 10:30 p.m. and 7:00 a.m.;

(u) feed birds or any animal other than a Permitted Pet from within a strata lot or on common property or limited common property, with the exception of hummingbird feeders, and must only feed a Permitted Pet within a strata lot;

- (v) remove or cause damage to any trees, plants, bushes, flowers, lawns or other vegetation on common property and land that is a common asset;
  - (w) leave any shopping cart on the common property, limited common property, or land that is a common asset, with the exception of shopping carts provided by the strata corporation which are to be placed in the designated area in the lobby of each parking level;
  - (x) use or ride any bicycles, motorcycles, rollerblades, roller skates, skateboards or scooters through common property entrances (other than the parking garage entrance), hallways or elevators, and must not keep or bring any bicycles, motorcycles or motorized scooters into any strata lot, common property or limited common property, with the exception of into the common property areas designated for such purposes (including the parking garage) and for bicycles in an approved bicycle transport bag, approved folded bicycle and approved mobility aid and as otherwise permitted in these bylaws;
  - (y) bring any live or cut Christmas tree into a strata lot, or onto common property, limited common property or land that is a common asset;
  - (z) deposit garbage or recycling anywhere other than in the designated containers or receptacles provided by the strata corporation for that purpose or the garbage chute for non-recyclable garbage, and without limiting the foregoing, must not flush any type of cat litter down a toilet in a strata lot; or
  - (aa) deposit materials that are not accepted by the municipal waste management or recycling system (“Unauthorized Waste”) in the strata corporation’s garbage and recycling containers.
- (8) Owners and tenants are responsible for disposing of Unauthorized Waste at their own expense. Owners who deposit Unauthorized Waste in the strata corporation’s garbage or recycling containers will have the strata corporation’s cost of disposing of the Unauthorized Waste and any fines paid by the strata corporation charged back to their account.
- (9) 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 for a period of less than 30 consecutive days, 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:
- (a) enter into a license for the use of all or part of a strata lot;
  - (b) permit any strata lot or part thereof to be used or occupied as vacation, travel or temporary accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time; or

(c) directly or indirectly advertise, market, promote or license for use any strata lot or part thereof as vacation, travel or temporary accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time.

(10) An owner, tenant or occupant who uses a strata lot as short-term accommodation in contravention of subsection (9) of this bylaw may be subject to a fine of up to \$1,000 per contravention, per day, at the discretion of the strata council.

(11) An owner, tenant or occupant must not contact the building manager before 8:00 a.m. or after 5:00 p.m. except in an emergency.

(12) Any objects found on common property in contravention of the bylaws, will be removed by the building manager upon the expiration of 30 days from the date the notice of the infraction was sent to the owner or, in the event the owner is unknown, the date notice was posted in the elevator about the infraction unless the item has been removed prior to the expiration of the 30-day period. Any items so removed by the building manager, may be disposed of upon the expiration of 90 days from the date notice of the removal was sent to the owner or, in the event the owner is unknown, the date notice was posted about the removal of the item in the elevator unless the person being notified provides to the building manager a written request for the return of the item and in the event the owner is unknown establishes their right to the item, prior to the expiration of the 90 day period.

#### **4      *Rental of a residential strata lot***

4 (1) Before renting to a prospective tenant, an owner must comply with s. 146 of the Act by giving the prospective tenant:

(a) the current bylaws and rules of the strata corporation (copies of the current bylaws and rules may be obtained from the strata corporation for the fees prescribed under the Act and the Regulations); and

(b) a Notice of Tenant's responsibilities in Form K.

(2) When renting a strata lot, the landlord must:

(a) give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant; and

(b) pay the strata corporation any moving fee established under strata corporation's bylaws or rules as amended from time to time.

(3) An owner who leases a strata lot in contravention of subsections (1) and (2) and fails to provide the strata corporation with a Form K signed by the tenant, or fails to pay the moving fee to the strata corporation, may be subject to a fine of \$200 for each 7 day period that the strata lot is rented until the prescribed documents have been provided to the tenant and/or the strata corporation.

## **5      *Inform strata corporation***

5 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number, phone number, email address 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, phone number, and email address.

## **6      *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 including any structural alteration to the interior of the strata lot that may affect the plumbing or electrical work, or any bearing or common walls;
- (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 may require as a condition of its written approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation, its employees and agents for any future costs in connection with the alteration.

## **7 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 and to indemnify and hold harmless the strata corporation, its employees and agents for any future costs in connection with the alteration.

## **8 Alterations**

8(1) An owner intending to apply to the strata corporation for permission to alter a strata lot or the common property may be required to submit, in writing:

- (a) a detailed written description of the intended alteration,
- (b) a detailed plan showing the proposed location of the construction of the alteration and nature of the change, including details of the proposed materials and dimensions,
- (c) name(s) of the qualified/licensed contractor or consultants who will design, construct and inspect the alterations,
- (d) proof of valid liability insurance for the qualified/licensed contractor or consultants who will design, construct and inspect the alterations,
- (e) an indemnity to cover any damage to common property or other strata lots as a result of the alterations,
- (f) all applicable permits, licences and approvals from the appropriate governmental authorities;
- (g) a signed assumption of liability agreement if required by the strata council under bylaws 6(2) or 7(2), and
- (h) such further and other documents or information which the strata council may reasonably require.

(2) Alterations may only be carried out between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, and 10:00 a.m. to 5:00 p.m. on Saturdays, and will be subject to all applicable municipal and provincial bylaws and codes. Alterations must not be carried out on Sundays or on any statutory holiday.

For the purpose of this bylaw, the term statutory holiday is deemed to include: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day, and if such statutory holiday falls on a Saturday or Sunday, the statutory holiday shall then be deemed to be the first scheduled business day following the Saturday or Sunday unless another business day is recognized by the provincial or federal government in which case, the statutory holiday shall be deemed to be that business day so recognized.

(3) An owner, tenant or occupant must provide the strata council or its authorized agent with prior written notice before moving renovation materials or equipment through the common property or land that is a common asset, and may be required by the strata corporation to provide a refundable deposit for any potential damage to the common property.

(4) An owner, tenant or occupant who requires an elevator to be locked down or a common property door propped open during an alteration to common property or a strata lot must coordinate the lock down or open door with the building manager or caretaker, and pay the strata corporation a user fee of \$75 per hour, or portion thereof, while the elevator is locked down or the door is propped open.

(5) Without limiting the generality of the foregoing, an owner, tenant or occupant must not install new flooring in a strata lot except with written approval from the strata corporation and in accordance with the following:

(a) the installation of new ceramic tile, slate or similar flooring will not be permitted other than in a kitchen, bathroom or entryway of a strata lot;

(b) the installation of hardwood type flooring will require an acoustic underlay which meets or exceeds the guidelines provided by the strata council at the time of installation.

(6) Applications for permission to make alterations that involve new penetration into a concrete floor or ceiling slab must be reviewed and approved in advance by the strata corporation's structural engineer, or by a structural engineer approved by the council or by the council. The council, acting on the advice of a structural engineer, may also require the owner to obtain a ground penetrating radar survey before commencing any work on the slab.

(7) An owner, tenant or occupant who alters common property or a strata lot without adhering strictly to the bylaws in effect at the time, must restore, at the owner's sole expense, the common property or the strata lots, as the case may be, to its condition prior to the alteration. If the owner, tenant or occupant refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner. The cost of such restoration shall be added to and become part of the strata fees of that owner for the month next following the

date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

(8) An owner, tenant or occupant altering the interior or exterior of a strata lot,

(a) is responsible for obtaining all necessary building permits and complying with all applicable laws and regulation and, for greater certainty, all costs of the alteration;

(b) must grant access to the building manager from time to time for the purpose of inspecting the work.

(9) An owner who has altered a strata lot, common property or limited common property, and any subsequent owner on title who receives the benefit of such alteration, must for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements for the alteration. For greater certainty, if alterations constitute improvements/betterments, responsibility for insuring the alteration remains with the owner.

## **9 Owner responsibility and indemnity for damage to common property and strata lots**

9(1) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(2) An owner is responsible for any damage to any property described in subsection (1) or to another strata lot caused by the owner, occupants, tenants, or visitors to the owner's strata lot.

(3) 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 arising from any damage or incident for which the owner is responsible or originating in the owner's strata lot, whether or not such incident is caused or contributed to by the owner's act, omission, negligence or carelessness or by that of another person, 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.

(4) For the purposes of this bylaw any insurance deductibles or uninsured repair costs charged to an owner shall be added to and become part of the assessment of that owner for the month next

following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

## **10 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 not less than 48 hours' written notice, to:

(i) 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;

(ii) investigate a complaint about the contravention of the bylaws or rules.

(2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

(3) An owner, tenant or occupant who does not provide access to the strata lot for the strata corporation's annual in-suite fire control equipment inspection, after receiving notice in accordance with subsection (1)(b) above, must reimburse any cost incurred by the strata corporation to gain access to the strata lot including hiring a locksmith.

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

### **11 Repair and maintenance of property by 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, 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 , 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.

## **12 *Dispute resolution and collection of strata property fees and special levies***

12(1) The strata corporation may proceed under the Small Claims Act or the Civil Resolution Tribunal Act, without further authorization of the owners, to:

(a) recover money owing to the strata corporation from an owner or other person, including money owing as a fine; or

(b) obtain any such relief as is available to it under the Small Claims Act or the Civil Resolution Tribunal Act.

(2) An action in Small Claims Court or before the Civil Resolution Tribunal must be authorized by a majority vote of the council.

(3) The council has full authority to settle all actions commenced in Small Claims Court or before the Civil Resolutions Tribunal and all actions commenced for the collection outstanding strata property fees and special levies.

### **13 No harassment**

13(1) Every owner, tenant or occupant of a strata lot and every employee, contractor or agent of the strata corporation is entitled to use and enjoy the strata lots and common property (including limited common property) free from harassment or abuse of any kind, (whether in person, over the telephone or in writing) which includes but is not limited to:

- (a) verbal abuse or threats of any kind,
- (b) physical abuse which includes but is not limited to unwelcome touching or threats of unwelcome touching, or
- (c) unwelcome remarks, jokes, slurs, or taunting about a person's race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender or age.

(2) Upon an owner, tenant or occupant being notified by another owner, tenant or occupant in writing (a "Notifying Person"), the owner, tenant or occupant may not deliver any emails, notices, or any written communications of any kind to the strata lot of the Notifying Person, except for communication that is from the strata corporation or that is authorized to be delivered to a Notifying Person under the Act, the *Strata Property Regulation* or these bylaws.

### **14 Privacy policy**

14(1) Subject to the law, in addition to personal information that is collected, used and disclosed by consent or as otherwise required by law, the strata corporation collects, uses, and discloses personal information from owners, occupants and tenants for the purpose of carrying out its duties and responsibilities under the Act. The personal information collected and used includes the following:

- (a) banking or credit card information to allow pre-authorized payments ("PAP") to pay monthly strata fees,
- (b) information regarding pets in a suite,
- (c) personal information collected through the use of video surveillance equipment,
- (d) personal information collected through the use of the Strata's website,

(e) names and contact information of all persons living in a suite, and

(f) information created by a computerized access key fob system.

(2) The council shall develop and implement a privacy policy setting out the procedures for collecting, using, verifying and disclosing personal information. An up-to-date copy of the privacy policy shall be provided to each owner or registered tenant upon request.

(3) The council shall designate a member of the strata council as the “Privacy Officer” for the strata corporation. The Privacy Officer will have the responsibility of ensuring that the strata corporation complies with the privacy policy as well as the *Personal Information Protection Act*.

### **Division 3 -- Council**

#### **15 Council size**

15 (1) The council must have at least 3 and not more than 7 members.

#### **16 Council members' terms**

16 (1) Each council member is elected for a two (2) year term. In even numbered years, four (4) members are elected and in odd-numbered years, three (3) members are elected.

(2) A person whose term as council member is ending is eligible for reelection.

#### **17 Removing council member**

17 (1) The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

#### **18 Replacing council member**

18 (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 until the next Annual General Meeting.

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

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

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

## **19    *Officers***

19 (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.

## **20    *Calling council meetings***

20 (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.

## **21 Quorum of council**

21 (1) A quorum of the council is

(a) 1, if the council consists of one member,

(b) 2, if the council consists of 2, 3 or 4 members,

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

(d) 4, if the council consists of 7 members.

(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

## **22 Council meetings**

22 (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. An owner wishing to discuss a specific issue at a council meeting must forward a request in writing to the council for approval outlining the matter to be discussed.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

(a) bylaw contravention hearings under section 135 of the Act;

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

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

### **23 *Voting at council meetings***

23 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

(2) If there is a tie vote at a council meeting, the president does not have a second, deciding vote.

(3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

### **24 *Council to inform owners of minutes***

24 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

### **25 *Delegation of council's powers and duties***

25 (1) Subject to subsections (2) to (4), the council may delegate some but not all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

(2) The council may delegate its spending powers or duties, but only by a resolution that

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

(b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must

(a) set a maximum amount that may be spent, and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

(4) The council may not delegate its powers to determine, based on the facts of a particular case,

- (a) whether a person has contravened a bylaw or rule,
- (b) whether a person should be fined, and the amount of the fine, or
- (c) whether a person should be denied access to a recreational facility.

## **26    *Spending restrictions***

26 (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.

(3) The strata council may authorize an expenditure not set out in the annual budget of the strata corporation, provided the amount of the expenditure, together with all other unauthorized expenditures in the same fiscal year do not exceed \$20,000.

## **27    *Limitation on liability of council member***

27 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

(3) The strata corporation must indemnify an owner for any claims made against the owner arising out of or in connection with the owner's role as a council member provided the council member has acted honestly and in good faith.

## **Division 4 -- Enforcement of Bylaws and Rules**

### **28    *Maximum fine***

28 (1) The strata corporation may fine an owner or tenant a maximum of

- (a) \$200 for each contravention of a bylaw if not otherwise specified in the bylaws,

(b) \$1,000 for the contravention of a short-term accommodation restriction bylaw 3(9), and

(c) \$50 for each contravention of a rule.

(2) An owner is liable for the contravention of the bylaws by the owner, his or her tenants, invitees, licensees or visitors and is liable for all costs or expenses incurred or expended by the strata corporation in correcting, remedying or curing such infractions or violations

(3) An owner, shall be liable for and indemnify the strata corporation for any legal and administrative expenses, including legal costs on a solicitor and own client basis, incurred or expended by the strata corporation as a result of such infraction or violation or of its having to enforce these bylaws and rules.

## **29 Continuing contravention**

29 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, a fine may be imposed:

(a) every 7 days, and

(b) in the case of bylaw 3(9), daily.

## **Division 5 -- Annual and Special General Meetings**

### **30 Quorum**

30(1) A quorum for a general meeting is 1/3 of the strata corporation's eligible voters, present in person or by authorized representative or by proxy.

(2) At any annual or special general meeting called by the strata corporation, if a quorum is not present at the appointed time or within 30 minutes thereafter, then the eligible voters who are present in person, by authorized representative or by proxy, shall constitute a quorum.

(3) Subsection (2) does not apply to general meetings called by voters pursuant to s. 43 of the Act.

### **31 Person to chair meeting**

31 (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 or treasurer of the council.

(3) If none of the president, the vice president and treasurer 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.

### **32    *Participation by other than eligible voters***

32 (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.

### **33    *Voting***

33 (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 person chairing the meeting, may not break the tie by casting a second, deciding vote.

(6) Despite anything in this section, an election of council must be held by secret ballot, if the secret ballot is requested by an eligible voter.

### **34 Order of business**

34 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**

### **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.

(2) A dispute resolution committee consists of

(a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or

(b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

(3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## **Division 7 – Miscellaneous**

### **36 Moving**

36 (1) An owner must ensure that all moves in or out of their strata lot by an owner, tenant or occupant of their strata lot conforms to the bylaws and rules established by the strata corporation from time to time. For the purpose of these bylaws, a “move” means the use of common property and common assets, including the elevator, for the purposes of carrying furniture, furnishings, fixtures, equipment or building materials.

(2) For a move in or out of a strata lot, an owner, tenant or occupant must:

(a) move all furniture, appliances and personal effects for a move in or out of the building between the hours of 8:00 a.m. and 5:00 p.m., or else pay a fee of \$75 per hour or portion thereof for the costs associated with a move outside of the building manager’s hours in addition to the non-refundable moving fee set out in (b) below and if the move takes more than five hours, an additional fee of \$50 per hour or portion thereof will be charged for the additional time;

(b) provide the building manager with 3 days’ written notice prior to moving in or out of the buildings, pay a non-refundable move in/move out fee of \$300 prior to moving into the building and must pay a refundable damage deposit in the amount of \$200 prior to moving out of the building;

(c) arrange to obtain an elevator key and elevator protection pads;

(d) arrange to have an attendant, designated by council or council’s representative, to be posted at the entry door for security purposes;

(d) not leave any exterior door unlocked or open unless the owner, tenant or occupant or a designated representative is present at the door to maintain security;

(e) not allow any furniture to pile up in the lobby area, and must ensure that all common areas are left free and clear upon completion of the move.

(3) Failure to notify the strata council or its authorized agent of a move-in or move-out in accordance with (2)(b) above may result in the move being denied or having to be rescheduled.

(4) The fee described in bylaw 36(2)(b) applies any time there is a change of tenants for a strata lot, including a furnished strata lot, and it is the responsibility of the owner of the strata lot to pay the fee to the strata corporation. In the case of a move in that is in respect of a fully furnished strata lot which does not involve moving furniture, the non-refundable move in fee is reduced from \$300 to \$100, which non-refundable fee will cover the administration costs of processing Form K, enter-phone and fob setups and other office related matters and a refundable damage deposit will not be required for a move out of a fully furnished strata lot which does not involve moving furniture.

(5) An owner, tenant or occupant must not cause damage to the common property while moving in or out of the building. The building manager or caretaker will conduct an inspection of the areas through which the move is to take place both before and after the move to monitor any damage to those areas. Any damage in excess of the damage deposit will be assessed to the owner. (6) If the common property is damaged as a result of the moving in or moving out of the building, the strata corporation may do what is reasonably necessary to repair such damage and may require the owner or tenant to pay the reasonable costs of remedying this bylaw contravention, including payment of reasonable legal costs as between a solicitor and his own client basis.

### **37    *Vehicles and parking***

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

(a) permit any oversized, commercial or recreational vehicles including, but not exhaustively, 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 written permission of the strata corporation;

(b) keep or store uninsured vehicles on the common property, limited common property or on land that is a common asset;

(c) sell, lease or license parking stalls to any person other than another owner, tenant or occupant of the building;

(d) park anywhere other than a parking stall assigned to the owner's strata lot, unless

permission by another owner has been given, and must park within the lines of his or her designated stalls in such a way that other residents may enter and exit their vehicle without difficulty;

(e) use any parking area as a storage or work area, except for storage of bikes on a bicycle rack/anchor or objects in a storage locker approved in accordance with subsection (3) below or as otherwise permitted under these bylaws or the rules;

(f) perform automotive maintenance or repairs on a vehicle in the parking area or on common property (except in an emergency);

(g) wash a vehicle, except for in the car wash area designated by the strata corporation from time to time;

(h) permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones;

(i) drive a vehicle in excess of the 10 kph maximum speed limit within the parking area.

(2) Visitor parking is available on a first come, first served basis. An owner, tenant or occupant must not use a visitor parking stall for more than 1 hour at a time. A visitor may not park in a visitor parking stall for more than 24 consecutive hours, or on 3 consecutive days without prior written approval of the building manager or caretaker or if the planned stay exceeds 4 weeks, prior approval of council. For greater certainty, a visitor may not park in a visitor parking stall overnight beyond one night and may not routinely (on multiple days) park in a visitor parking stall without prior written approval of the building manager or caretaker.

(3) An owner must obtain the written approval of the strata corporation before installing a bicycle rack, anchor or storage locker in his or her parking stall. Such bicycle rack, anchor or storage locker must be installed according to the strata council's approval requirements, and will be the responsibility of the owner to repair and maintain. Bicycles locked to a rack or anchor must not interfere with the parking of vehicles within the parking garage. Specifically, vehicles parked in the same stall as a bicycle shall not protrude into the drive aisle and shall not obstruct access to other vehicles. Bicycles locked to an anchor or rack are permitted to rest on the ground.

(4) An owner must obtain the written approval of the strata corporation before installing an electric vehicle charging station ("EVCS") and/or any electric vehicle supply equipment ("EVSE") in his or her designated parking space, including an electrical conduit or plug. In addition to complying with all the requirements of bylaw 7, "Obtain approval before altering common property", an application to install an EVCS and/or EVSE must include:

(a) the level of EVSE to be installed (Level 1, 2, or 3);

(b) the details of the modifications required for the EVCS and/or EVSE and monitoring

thereof;

(c) a report by a licensed electrician approved by the strata council determining the capacity of existing electrical panels to be used by the EVSE and their sufficiency for accommodating the required additional load;

(d) identification of any other professional services required, including but not limited to services of a structural engineer where coring is necessary to permit conduit installations; and

(e) all required permits from the BC Safety Authority and/or local authorities.

(5) An owner of an EVCS is responsible for the repair and maintenance of his or her EVCS and EVSE, and must pay the strata corporation an administration fee for electricity consumption of the EVCS as set out in the strata corporation's rules.

(6) An owner, tenant, occupant or visitor must not park a vehicle in the common property visitor parking stall that is designated as an electric vehicle charging station (the "EVCS Visitor Stall") and parking is prohibited by the Strata notice on the stall wall unless he or she is charging an electric vehicle.

An owner, tenant, occupant or visitor using the EVCS Visitor Stall must:

(a) remove their electric vehicle from the EVCS Visitor Stall where parking is prohibited by the Strata notice on the stall wall within one (1) hour of the vehicle becoming fully charged;

(b) pay the strata corporation an administration fee for the electricity consumption of the EVCS Visitor Stall, as set by the strata corporation's rules as amended from time to time;

(7) An owner, tenant, occupant or visitor charging an electric vehicle must remove the charging cable from the vehicle during an emergency power shut down or planned power outage.

(8) Oil leaks, exhaust and pollution stains are the responsibility of the owner, tenant or occupant and must be cleaned up from the parking stall(s). After reasonable notice, the strata corporation will have the stains cleaned and charge the cost back to the owner.

(9) Any vehicle parked in violation of these bylaws will be towed at the vehicle owner's expense, and the strata corporation's costs of removing the vehicle will be charged to the owner of the strata lot.

(10) Despite any other provision in the bylaws, an owner, tenant or occupant may install one Smart Parking LED Stop Sign or a similar sign approved by council, in each of their parking stalls to protect their vehicle from making contact with the parking stall wall.

### **38 Security**

38 (1) An owner, tenant, occupant or visitor must ensure that the parking gate and any secured doors are fully closed behind him or her before proceeding in or out of the building and parkade unless the traffic signal shows green. Exterior entrance doors and connecting doors to the secured vehicle parking levels must be locked at all times.

(2) Entry keys (which is defined to include Mul-T-Lock Keys for outside access to the City Gate fenced-in grounds) and remote control devices must not be left in parked vehicles. Any damage resulting from a contravention of this rule shall be the responsibility of the owner to repair.

(3) Entry of guests to the building is permitted only to persons who are in contact with a specific strata lot owner, tenant or occupant. When entry has been granted, guests must proceed directly to the owner, tenant or occupant's residence or must be met in the lobby and escorted by the owner, tenant or occupant.

(4) Salespersons, peddlers, canvassers and solicitors must not be permitted entry and should be directed to contact the building manager or caretaker.

(5) In the event of an emergency, where immediate access is necessary to enter a strata lot, any damages incurred through forced entry are the responsibility of the owner.

(6) Any lost or stolen entry keys or remote devices must be reported immediately to the building manager. All entry keys and remote devices for access to common property are the property of the strata corporation and will be made and issued only with the authority of council.

(7) An owner holding an "open house" must provide the building manager with advance notice and arrange for an assistant to escort potential buyers and viewers between the building entrance and the unit.

(8) Entry of persons delivering goods, services or other articles is permitted only to persons who are in contact with a specific strata lot owner, tenant or occupant that takes responsibility for the entry. When entry has been granted, the delivery person must proceed directly to the owner, tenant or occupant's residence or must be met at the front entrance and escorted by the owner, tenant or occupant. Owners, tenants and occupants must report to the building manager, caretaker, security guard or the police any suspicious person or persons in or around the building.

### **39 General**

39(1) Unless otherwise stated in the bylaws or the context otherwise requires, all terms have the meanings prescribed in the Act and the Regulation.

(2) The terms “including”, “include” and “includes” or words of similar import used in these bylaws are not limiting whether or not non-limiting language (such as “without limitation” or words of similar import) is used with the term.

– END –

Annual General Meeting of June 24, 2019

- Bylaws repealed and replaced in their entirety

Annual General Meeting of October 18, 2021

- Bylaws #2(4) added
- Bylaws #3(4),(5)&(6) amended
- Bylaw #3(7)(c) amended
- Bylaw #3(7)(c1) added
- Bylaw #3(7)(g) amended
- Bylaw #3(7)(q) amended
- Bylaw #3(12) added
- Bylaw #8(8) amended
- Bylaw #8(9) added
- Bylaw #9(2) amended
- Bylaws #37(1)(e) and #37(3) amended
- Bylaw #37(10) added
- Bylaw #38(8) amended
- Bylaws #3(7)(b); #3(11); #8(2) and (4); #36(2) (a) and (b); #36(4) and (5); #37(2), (5) and (6); and #38(2), (3), (4), (6) and (7) amended