

**STRATA PLAN NW 3181
BYLAWS****BROMLEY MANOR
450 BROMLEY STREET
COQUITLAM, B.C.
V3K 6S5**

Attached hereto is a copy of the bylaws for the strata corporation taken from the records that Assertive Northwest Management Group maintains for the strata corporation. These are provided to you on a “without prejudice basis”. For legal purposes please obtain a true copy as currently registered at the Land Title Office. Please also consider if, and to what extent, the Schedule of Standards Bylaws in the Strata Property Act applies. Bylaws are an extensive legal document and it is recommended that you obtain and rely on professional legal counsel and advise on the content

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NOTE: This bylaw package may or may not contain all, or portions of, the “Schedule of Standard Bylaws” of The Strata Property Act of British Columbia.

Bylaw numbering in this document is for your convenience/reference only. Actual bylaw numbering is registered at the Land Titles Office.

Amendments:

Registration	March 27, 2003	BV130406
	March 25, 2004	B 42526
	March 14, 2005	BX422 98
	March 25, 2005	
	March 13, 2007	
	May 12, 2014	CA3952307
	March 23, 2016	CA5182147
	September 25, 2018	CA7085520

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Preamble

These bylaws bind the Strata Corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the Strata Corporation and each owner, tenant and occupant and contained covenants on the part of the Strata Corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the Strata Corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and, unless the context requires otherwise, includes non-resident owners of residential strata lots and owners, tenants and occupants of non-residential strata lots. A "resident" means collectively, an owner, a tenant and an occupant and, unless the context requires otherwise, includes a non-resident owner of a residential strata lot and an owner, tenant and occupant of a non-residential strata lot. The Schedule of Standard Bylaws to the Act may not apply to the Strata Corporation.

The provisions hereof shall be deemed independent and severable and invalidity in whole or part of any bylaw does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion has never been included herein. All residents and visitors must comply strictly with the bylaws and rules of the Strata Corporation

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

1.1 Payment of strata fees

- 1.1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.1.2 The strata lot owner's contribution to the common expenses of the Strata Corporation shall be levied in accordance with this Bylaw.
- 1.1.3 The common expenses shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit entitlement of their strata lots.
- 1.1.4 Where a strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property shall be borne by the owners of the strata lots entitled to use the limited common property in proportion to the unit entitlement of their strata lots.
- 1.1.5 At each annual general meeting the Strata Corporation shall prepare an annual budget for the following 12 month period and all owners shall, subject to subsections 1.1.3 and 1.1.4, pay a monthly assessment in accordance with their unit entitlement

1.2 Repair and Maintenance of Property by Owner

- 1.2.1 An owner must repair and maintain the owner's strata lot except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 1.2.2 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.

1.3 Damage to Property

- 1.3.1 The Strata Corporation shall not be responsible to an owner for any loss, damage or expense to the owner caused by an overflow or leakage of water arising from any adjoining Strata Lots where such leakage or overflow results from the wrongful act or neglect of any other owner.
- 1.3.2 Where the Strata Corporation is required to enter a Strata Lot for the purpose of maintaining, repairing, or renewing pipes, wires, cables, and ducts for the time being existing in the Strata Lot and capable of being used in connection with the enjoyment of any other Strata Lot or the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Strata Lot occasioned by such works and restore the Strata Lot to its former condition, leaving the Strata Lot clean and free from debris.

- 1.3.3 In the event of an emergency occurring in a Strata Lot whose occupant cannot be contacted, access for protection of common property or safety may have to be gained by force at the owner's expense.
- 1.3.4 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 or to any member of his family or tenant or his or their guests, servants, agents, and invitees but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.
- 1.3.5 An owner shall not cause damage to trees, plants, bushes, flowers, or lawns and shall not place chairs, tables or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally.
- 1.3.6 The Strata Corporation shall have the right to close down any damaged or inoperative common facility until such time as the necessary repairs have been made to said facility.

1.4 Use of property

- 1.4.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
- 1.4.1.(a) causes a nuisance or hazard to another person,
 - 1.4.1.(b) causes unreasonable noise,
 - 1.4.1.(c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - 1.4.1.(d) is illegal, or
 - 1.4.1.(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.
- 1.4.2 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

1.5 Pets/Animals

- 1.5.1 Pets are defined as small caged birds or small lap dogs and/or domestic cats kept for pleasure rather than utility, pursuant to bylaw 1.5.2.
- 1.5.1.(a) Lap dogs are defined as dogs that weigh no more than twenty-five (25) lbs. (12 kilograms) and be no higher than 12 inches (30.48 cm) in height at the shoulder. *(Added March 13, 2007)*
 - 1.5.1.(b) A resident must not house exotic or wild animals/pets. Only domestic pets as defined and allowed under the bylaws of the strata corporation shall be permitted *(Added March 13, 2007)*

- 1.5.2 The Strata Council shall establish a register of pets existing in the building, identifying each pet that may lawfully be kept, its owner, and the strata lot in which the pet resides. The owner of each pet shall cause his pet to be registered in the Strata Council register within fourteen days of the approval of the pet by the Strata Council. No more than two (2) pets may be maintained within a strata lot at any one time, nor shall more than two (2) pets be allowed to be registered.
- 1.5.3 Pets which are removed from Strata Plan NW 3181 shall not be replaced without the expressed written consent of the Strata Council having first been obtained.
- 1.5.4 No Strata Lot owner or guest will permit a registered animal to travel or walk on any common areas of the Strata Plan or within the boundaries of the Strata Corporation unless controlled on a leash pursuant to bylaw 1.5.2. Pets must be housed within the owner's dwelling (strata lot), on the balcony or patio area, and may not be left unattended.
- 1.5.5 No animals or pets shall be kept within any Strata Lot or the common property after notice from the Strata Council pursuant to bylaw 1.5.2 except with permission from the Strata Council.
- 1.5.6 Any owner who keeps a pet which proves to be a nuisance, whether on the Strata Lot or common property, will be ordered in writing by the Strata Council to control the pet to eliminate the nuisance. In the event that the owner fails to control the pet after receipt of one warning, a second warning notice will be given by the Strata Council ordering the removal of the animal permanently from the Strata Corporation. Notwithstanding bylaw 1.5.2, if the owner fails to comply within seven days of receiving the second written notice, he will be fined one hundred dollars (\$100.00) per month, or portion thereof, during which the offending pet continues to occupy the premises.
- 1.5.7 All pets inside the building must be controlled so as to prevent fouling of common property. Any damage caused by fouling of the common property will be repaired at the owner's expense. All excrement deposited on the common property by pets must be removed by the owner and such activity will be deemed a nuisance under bylaw 1.5.3. Both the failure to clean up and allowing the pet to foul the common property will result in a twenty-five dollar (\$25.00) fine per occurrence in addition to any repair cost.
- 1.5.8 No Strata Lot owner shall feed pigeons, gulls or other birds, squirrels, rodents, or other animals from their Strata Lot or anywhere in close proximity to the Strata Plan or within the Strata Corporation boundaries.

1.6 Use of the Strata Lot

- 1.6.1 Unless otherwise authorized by the Strata Council, all units shall be restricted to the following number of occupants:
- 1.6.1.(a) in a one-bedroom suite - not more than three occupants;
 - 1.6.1.(b) in a two-bedroom suite - not more than four occupants;

- 1.6.2 When the purpose for which a Strata Lot is intended to be used is shown expressly or by implication on or by the registered Strata Plan, the Strata Lot shall not be used for any other purpose.

1.7 Disturbance to Others

- 1.7.1 No noise shall be made in or about any Strata Lot or the common property which in the opinion of the Strata Council is a nuisance or unreasonably interferes with the use and enjoyment of any other Strata Lot by its occupants. Municipal Bylaws covering noise, disturbances, and public nuisance shall apply to all owners, tenants, or visitors.
- 1.7.2 Mops or dusters of any kind shall not be shaken from, and nothing shall be thrown out any window, door, passage, or other part of any Strata Lot or the common property.
- 1.7.3 Strata Lot owners, tenants and guests shall not cause any restrictions or hindrances to the use of sidewalks, driveways, entrances, exits, halls, passages, stairways, vestibules, or other parts of the common property.
- 1.7.4 No owner, guest, or visitor shall be permitted to trespass on any part of the property to which another owner is entitled to exclusive occupation.
- 1.7.5 The riding of any mechanical device except for mechanical devices for disabled people, including bicycles, tricycles, skateboards, roller skates, etc., is not permitted on the common property including sidewalks, pathways and in the underground parking area. Bicycles shall not be parked or located in the courtyard or lobby.
- 1.7.6 Playing or loitering on any common property, which affects the quiet enjoyment of Strata Lots, will not be permitted.
- 1.7.7 No resident shall use the garburator, compactor, clothes washer, dryer, or dishwasher between the hours of 11:00 pm and 7:00 am.

1.8 Cleanliness

- 1.8.1 An owner shall not allow his Strata Lot and areas designated for his/her exclusive use (balcony, patio, parking, locker), to become untidy or unsanitary. Rubbish, dust, garbage, boxes, packing cases, or the like shall not be thrown, piled, or stored on the Strata Lot or common property. The Strata Council shall be at liberty to remove rubbish and clean up the common property or Strata Lot and charge the expense to the owner involved.
- 1.8.2 An owner or occupier of a Strata Lot shall not deposit refuse or garbage on or about the common property other than in the garbage containers. Any material other than ordinary household refuse or garbage shall be removed from the property by the owner at his cost and not deposited in the garbage containers provided by the Strata Corporation.
- 1.8.3 The owner of a Strata Lot is responsible for the cleanliness of rented or leased units.

- 1.8.4 The caretaker is retained by the Strata Corporation for the cleaning, maintaining and protection of common property in accordance with his job description. The caretaker has been instructed by management to prevent and report any abuse of the common property. Owners are not to demand extra services. Any criticism of the manner in which the caretaker performs his duties shall be directed to the management company by letter and not directly to the caretaker.

1.9 An Owner Shall:

- 1.9.1 permit the Strata Corporation and its agents, at all reasonable times on notice, except in case of emergency, when no notice is required, to enter his strata lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or common property, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the Strata Corporation, or for the purpose of ensuring that the Bylaws are being observed;
- 1.9.2 forthwith carry out all work that may be ordered by any competent public or local authority in respect of his strata lot other than work for the benefit of the building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his strata lot;
- 1.9.3 repair and maintain his strata lot, including windows and doors, and areas allocated to his exclusive use, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;
- 1.9.4 use and enjoy the common property, common facilities or other assets of the Strata Corporation in a manner that will not unreasonably interfere with their use and enjoyment by other owners, their families or visitors;
- 1.9.5 not use his lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a lot, whether an owner or not, or his family;
- 1.9.6 notify the Strata Corporation promptly on any change of ownership or of any mortgage or other dealing in connection with his strata lot;
- 1.9.7 comply strictly with these bylaw, and all other bylaw of the Strata Corporation, and with Rules and Regulations adopted from time to time; and
- 1.9.8 receive the written permission of the Strata Council for undertaking alterations to the exterior or structure of the strata lot, but permission shall not be unreasonably withheld.
- 1.9.9 not do anything or permit anything to be done on any strata lot of common property which is contrary to any law, statute, bylaw or regulation of any Federal, Provincial, Municipal or any other authority having jurisdiction.

1.10 Inform strata corporation

- 1.10.1 Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- 1.10.2 On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

1.11 Obtain approval before altering a strata lot

- 1.11.1 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:
 - 1.11.1.(a) the structure of a building;
 - 1.11.1.(b) the exterior of a building;
 - 1.11.1.(c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - 1.11.1.(d) doors or windows on the exterior of a building, or that front on the common property;
 - 1.11.1.(e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - 1.11.1.(f) common property located within the boundaries of a strata lot;
 - 1.11.1.(g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- 1.11.2 The strata corporation must not unreasonably withhold its approval under subsection 1.11.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- 1.11.3 This section does not apply to a strata lot in a bare land strata plan.
- 1.11.4 No signs, fences, gates, billboards, placards, advertising, or notices of any kind shall be erected or displayed on the common property or the Strata Lot, without prior approval of Council.
- 1.11.5 No owner or occupier of the Strata Lot may alter the finish or appearance of the fencing, railings, floors, walls or ceilings of the patios or balconies adjoining any Strata Lot
 - 1.11.5.(a) The placing of items on the patios and balconies shall be limited to hanging baskets, free-standing, self-contained planter boxes, summer furniture and accessories and indoor-outdoor carpeting. Any damage other than normal wear and tear to the patios or balconies shall be repaired at the expense of the owner of the Strata Lot.
 - 1.11.5.(b) No laundry, washing, clothing, bedding, or other articles shall be hung or displayed from windows, balconies, or any area outside the buildings so that they are visible from the exterior of the Strata Lot

- 1.11.6 Alterations to exterior or interior wiring, plumbing, piping or other services, the interior structure of any suite or to the structure or appearance of the common property or limited use common property shall not be permitted except with the express written permission of the Strata Council. The Council shall only provide such written permission upon satisfactory evidence that the alteration complies with all building codes, receipt of all necessary building permits and, in the case of a structural alteration, the written opinion of a qualified architect or engineer or similar professional which indicates that the structural integrity of the buildings will be maintained.
- 1.11.6.(a) For greater certainty, a structural alteration is defined to be any alteration which results in a difference between physical layout of the suite and the "as built drawings" which were provided to the Strata Corporation by the developer and shall include any removal, addition or alterations of any wall, doorway, floor, or ceiling or which will change the normal use of any room.
- 1.11.6.(b) Under no condition will an alteration be permitted which alters the exterior appearance of the buildings without approval of owners by Special Resolution [known known as a 3/4 Resolution]
- 1.11.7 The exterior appearance of the buildings shall not be altered by displaying patterned drapes or coloured curtains or light blocking devices on any window, unless they are lined with a neutral coloured lining to create a drape like effect on the exterior. Blinds, louvres or like window coverings must have a neutral colour visible from the exterior. Screens and/or sliding screen doors of a neutral colour may be permitted.
- 1.11.8 No owner, tenant, or guest shall allow the hanging, placement, or affixing of a satellite dish on or about a strata lot including exclusive use areas such as balconies and or patios.

1.12 Obtain approval before altering common property

- 1.12.1 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.
- 1.12.2 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.

1.13 Permit entry to strata lot

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

1.13.1.b.(ii) to ensure compliance with the Act and the bylaws.

1.13.2 The notice referred to in subsection 1.13.1(b) must include the date and approximate time of entry, and the reason for entry.

2. Division 2 - Powers and Duties of Strata Corporation

2.1 Repair and maintenance of property by strata corporation

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

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

2.2 The Strata Corporation shall:

- 2.2.1 maintain and repair the exterior of the buildings, excluding windows, doors, balconies and patios included in a strata lot, including the decorating of the whole of the exterior of the buildings;
- 2.2.2 collect and receive all contributions toward the common expenses paid by the owners and deposit the same with a savings institution;
- 2.2.3 pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the Corporation;
- 2.2.4 keep in a state of good and serviceable repair and properly maintain common property, common facilities, and assets of the Strata Corporation; and
 - 2.2.4.(a) comply with notices or orders by any competent public or local authority requiring repairs or work to be done in respect to the land included in the Strata Plan or buildings, common facilities, or assets of the Strata Corporation;
- 2.2.5 obtain and maintain insurance on buildings, the common facilities, and any insurable improvements owned by the Strata Corporation to the full replacement values as required by Section 149 under the Strata Property Act;
 - 2.2.5.(a) review annually the adequacy of the insurance;
 - 2.2.5.(b) pay premiums on policies of insurance effected by it under Section 149 under the Strata Property Act
 - 2.2.5.(c) obtain and maintain insurance in respect of any other perils, including liability, as provided in Section 149 under the Strata Property Act.
- 2.2.6 obtain and retain by contract the services of a professional real property management firm or professional real property manager (The Manager) for such purposes and upon such terms as the Council may from time to time decide;
- 2.2.7 enforce parking regulations regarding parking in the Strata Corporation driveways or fire lanes on the common areas;
- 2.2.8 give authority to a readily accessible resident representative and the authorized management company to grant entry to the common property to the Municipal Department of Building, Health, Assessment and Fire for emergency or inspection purposes.

2.3 The Strata Corporation may:

- 2.3.1 purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common property, common facilities or other assets of the Corporation;
- 2.3.2 borrow money required by it in the performance of its duties or the exercise of its powers;
- 2.3.3 secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
- 2.3.4 invest as it may determine in separate accounts money in the fund for administrative expenses, or in the contingency reserve fund;
- 2.3.5 make an agreement with an owner or occupier of a strata lot for the provision of amenities or services by it to the strata lot or to the owner or occupier;
- 2.3.6 grant an owner the right to exclusive use and enjoyment of common property, or special privileges for them, the grant to be determinable on reasonable notice, unless the Strata Corporation by unanimous resolution otherwise resolves;
- 2.3.7 designate an area as limited common property and specify the strata lots that are to have the use of the limited common property;
- 2.3.8 make Rules and Regulations it considers necessary from time to time in relation to the enjoyment, safety and cleanliness of the common property, common facilities or other assets of the Corporation;
- 2.3.9 do all things necessary for the enforcement of the Bylaws and Rules and Regulations of the Strata Corporation, and for the control, management and administration of the common property, common facilities or other assets of the Strata Corporation, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the Bylaws, Rules and Regulations;
- 2.3.10 subject to this Act, determine the levy for the Contingency Reserve Fund which shall be not less than 10% of the total annual budget, until the reserve reaches an amount that the Strata Council considers sufficient having regard to the type of buildings in the Strata Plan, and thereafter raise further amounts of replacements of funds from time to time and over a period of time as the Strata Council thinks fit; and
- 2.3.11 join any organization serving the interests of Strata Corporations and assess the membership fee in the organization as part of the common expenses.

3. Division 3 - Council

3.1 Council

- 3.1.1 The powers and duties of the Strata Corporation shall, subject to any restriction imposed or direction given by a general meeting, be exercised and performed by the Council of the Strata Corporation; herein called the "Strata Council";
- 3.1.2 The Strata Council shall consist of not less than three nor more than seven resident owners and shall be elected at each annual general meeting;
- 3.1.3 At each annual general meeting of the Strata Corporation all the members of the Strata Council shall retire from office and the Strata Corporation shall elect a new Strata Council, by and from among the owners, but a retiring member of the Strata Council shall be eligible for re-election. Only one owner of the Strata Lot shall be a member of the Strata Council at any one time.
- 3.1.4 The Strata Corporation may, by resolution at an Special General Meeting, remove for cause, a member of the Council before expiry of his term of office and appoint another owner in his place, to hold office until the next Annual General Meeting;
- 3.1.5 The office of member of the Strata Council shall be vacated if the member:
 - 3.1.5.(a) by notice in writing to the Strata Corporation resigns his office; or
 - 3.1.5.(b) ceases to be a resident owner; or
 - 3.1.5.(c) becomes bankrupt; or
 - 3.1.5.(d) becomes of unsound mind.
- 3.1.6 A vacancy on the Council may be filled by the remaining members of the Council.
- 3.1.7 Meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member gives the other members not less than 7 days' notice of a meeting proposed by him, specifying the reason for calling the meeting, unless the other members agree to waive the notice;
- 3.1.8 Employ for and on behalf of the Strata Corporation agents and employees as it thinks proper for the control, management and administration of the common property, common facilities or other assets of the Corporation, and the exercise and performance of the powers and duties of the Corporation; and
- 3.1.9 Subject to any restriction imposed or direction given at a General Meeting, delegate to one or more of its members, or to a member or Committee of members of the Strata corporation, or to its Manager, those of its powers and duties it thinks proper, and at any time revoke a delegation.

- 3.1.10 The Council shall keep, in one location, or in the possession of one person, and shall make available on request to an owner or person authorized by him,
- 3.1.10.(a) copy of this Act and of changes in the bylaw under the Standard Bylaws under the Strata Property Act;
 - 3.1.10.(b) a copy of 3/4 Vote or unanimous resolutions;
 - 3.1.10.(c) a copy of all the legal agreements to which the Corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licenses, easements or rights of way;
 - 3.1.10.(d) a register of the members of the Council;
 - 3.1.10.(e) a register of the strata lot owners, setting out the strata lot number, the name of the owner, the unit entitlement, the name and address of any mortgagee who has notified the Strata Corporation, the name of any tenant or lessee, and a notation of any assignment by the owner to the lessee;
 - 3.1.10.(f) the annual budget for each year; and
 - 3.1.10.(g) minutes of all General Meetings and of all Council Meetings.
- 3.1.11 The Council shall:
- 3.1.11.(a) keep minutes of its proceedings;
 - 3.1.11.(b) cause minutes to be kept of general meetings;
 - 3.1.11.(c) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure take place;
 - 3.1.11.(d) prepare proper accounts relating to all money of the Corporation, and the income and expenditure of it, for each annual general meeting; and
 - 3.1.11.(e) on application of an owner or mortgagee, or a person authorized in writing by him, make the books of account available for inspection at all reasonable times.
- 3.1.12 All acts done in good faith by the Council are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the Council, as valid as if the member had been duly appointed or had duly continued in office;
- 3.1.13 A member of the Strata Council is not personally liable for an act done in good faith in carrying out his duties as a member of the Council.

3.2 Officers

- 3.2.1 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.
- 3.2.2 A person may hold more than one office at a time, other than the offices of president and vice president

- 3.2.3 The vice president has the powers and duties of the president
- 3.2.3.(a) while the president is absent or is unwilling or unable to act, or
 - 3.2.3.(b) for the remainder of the president's term if the president ceases to hold office.
- 3.2.4 In the absence of both the President and Vice-President the members present shall from among themselves appoint a President for that meeting, who shall have all the duties and powers of the President while so acting;
- 3.2.5 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.

3.3 Calling council meetings

- 3.3.1 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.
- 3.3.2 The notice does not have to be in writing.
- 3.3.3 A council meeting may be held on less than one week's notice if
- 3.3.3.(a) all council members consent in advance of the meeting, or
 - 3.3.3.(b) the meeting is required to deal with an emergency situation, and all council members either
 - 3.3.3.b.(i) consent in advance of the meeting, or
 - 3.3.3.b.(ii) are unavailable to provide consent after reasonable attempts to contact them.
 - 3.3.3.(c) The council must inform owners about a council meeting as soon as possible after the meeting has been called.

3.4 Requisition of council hearing

- 3.4.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 3.4.2 If a hearing is requested under subsection 3.4.1, the council must hold a meeting to hear the applicant within 2 weeks of the request.
- 3.4.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

3.5 Quorum of council

3.5.1 A quorum of the council is

- 3.5.1.(a) if the council consists of one member,
- 3.5.1.(b) 2, if the council consists of 2,3 or 4 members,
- 3.5.1.(c) 3, if the council consists of 5 or 6 members, and
- 3.5.1.(d) 4, if the council consists of 7 members.

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

3.6 Council meetings

3.6.1 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.

3.6.2 If a council meeting is held by electronic means, council members are deemed to be present in person.

3.6.3 Owners may attend council meetings as observers.

3.6.4 Despite subsection 3.6.3, no observers may attend those portions of council meetings that deal with any of the following:

- 3.6.4.(a) bylaw contravention hearings under section 135 of the Act;
- 3.6.4.(b) rental restriction bylaw exemption hearings under section 144 of the Act;
- 3.6.4.(c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

3.7 Voting at council meetings

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

3.7.2 Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

3.7.3 The results of all votes at a council meeting must be recorded in the council meeting minutes, along with the names of the council members moving and seconding any resolutions, and the names of any dissenting or abstaining council members.

3.8 Council to inform Owners of minutes

3.8.1 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.

3.9 Delegation of council's powers and duties

- 3.9.1 Subject to subsections 3.9.2 to 3.9.4, 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.
- 3.9.2 The council may delegate its spending powers or duties, but only by a resolution that
- 3.9.2.(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - 3.9.2.(b) delegates the general authority to make expenditures in accordance with subsection 3.9.3.
- 3.9.3 A delegation of a general authority to make expenditures must
- 3.9.3.(a) set a maximum amount that may be spent, and
 - 3.9.3.(b) indicate the purposes for which, or the conditions under which, the money may be spent.
- 3.9.4 The council may not delegate its powers to determine, based on the facts of a particular case,
- 3.9.4.(a) whether a person has contravened a bylaw or rule,
 - 3.9.4.(b) whether a person should be fined, and the amount of the fine, or
 - 3.9.4.(c) whether a person should be denied access to a recreational facility.

3.10 Spending restrictions

- 3.10.1 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.
- 3.10.2 Despite subsection 3.10.1, 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.

3.11 Limitation on liability of council member

- 3.11.1 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.
- 3.11.2 Subsection 3.11.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

4. Division 4 - Enforcement of Bylaws and Rules

4.1 Violation of Bylaws

- 4.1.1 An infraction or violation of these Bylaws or any Rules and Regulations established under them on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the Strata Corporation. Any costs or expense so incurred by the Corporation shall 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 costs or expense are incurred, but not necessarily paid by the Corporation, and shall become due and payable on the date of payment of the monthly assessment.
- 4.1.2 The Strata Corporation may recover from an owner by an action for debt in a court of competent jurisdiction money which the Strata Corporation is required to expend as a result of an act or omission by the owner, his employees, agents, invitees or tenants, or an infraction or violation of these Bylaws or any Rules and Regulations established under them, and there shall be added to any amount found due, all costs of such action including costs as between solicitor and client.
- 4.1.3 Any owner and/or resident found in violation of these bylaws or any rules and regulations established under them, will be subject to a twenty-five dollar (\$25.00) fine for the first offence, fifty dollar (\$50.00) for the second offence, and one hundred dollar (\$100.00) for the third and each subsequent offence in addition to the amounts outlined in bylaws 4.1.1 and 4.1.2.

4.2 Continuing contravention

- 4.2.1 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.

5. Division 5 - Annual and Special General Meetings

5.1 Person to chair meeting

- 5.1.1 Annual and special general meetings must be chaired by the president of the council.
- 5.1.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 5.1.3 If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

5.2 General Meetings

- 5.2.1 Annual general meetings shall be held once in each year, and not more than 14 months shall elapse between one annual general meeting and the next;
- 5.2.2 General meetings, other than the annual general meetings, shall be called Special General Meetings;
- 5.2.3 The Strata Council may, whenever it thinks proper, and shall on a requisition in writing by owners or mortgagees of 25% of the strata lots, within two weeks after the requisition, convene an extraordinary general meeting;
- 5.2.4 Fourteen days' notice of every General Meeting specifying the place, date and hour of the meeting, and in case of special business the general nature of that business, shall be given to all owners and first mortgagees who have notified their interests to the Strata Corporation.
- 5.2.5 Notice of Annual General Meeting must be mailed out to all registered owners on title no later than thirty-one (31) calendar days prior to the Annual General Meeting. *(Amended: March 23, 2016)*
- 5.2.6 Notice shall be given to the owner or mortgagee by sending it to him by post at the address supplied to the Strata Corporation by the owner or mortgagee for the giving of notices, or should no such address be supplied, then to the last address known to the Strata Corporation for the owner or mortgagee.
- 5.2.7 Any notice shall be deemed to have been received forty-eight (48) hours following the posting thereof addressed as aforesaid at a post office in British Columbia.
- 5.2.8 The accidental omission to give notice to an owner or mortgagee does not invalidate the meeting or any proceedings thereat.
- 5.2.9 In computing the number of days a notice of a General Meeting is required under these bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted.

5.3 Participation by other than eligible voters

- 5.3.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 5.3.2 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.
- 5.3.3 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.

5.4 Voting

- 5.4.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 5.4.2 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
- 5.4.3 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.
- 5.4.4 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.
- 5.4.5 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- 5.4.6 If there are only 2 strata lots in the strata plan, subsection 5.4.5 does not apply.
- 5.4.7 Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

5.5 Voting At Meetings

- 5.5.1 At a general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is requested by an owner present in person or by proxy. A request for a poll may be withdrawn;
- 5.5.2 Unless a poll is requested, a declaration by the Chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution;
- 5.5.3 A poll, if demanded, shall be taken in whatever manner the Chairman thinks proper, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was requested;
- 5.5.4 In the case of equality in the votes, whether on a show of hands or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to his original vote;
- 5.5.5 On a show of hands, an owner shall indicate his vote by showing his voting card. On a show of hands or on a poll, votes may be given either personally or by proxy;
- 5.5.6 Except in cases where, under this Act, a unanimous resolution is required, an owner is not entitled to vote at a general meeting unless all contributions payable for his strata lot have been paid;

- 5.5.7 Where owners are entitled to successive interests in a lot, the owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll;
- 5.5.8 An owner who is a trustee is entitled to exercise the vote for the lot. The persons beneficially interested may not vote.
- 5.5.9 **Procedure**
- 5.5.9.(a) All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members of the Strata Council, or at an extraordinary general meeting;
 - 5.5.9.(b) Save as in these bylaw otherwise provided, business shall not be transacted at a general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business;
 - 5.5.9.(c) One third of the persons entitled to vote present in person or by proxy constitutes a quorum;
 - 5.5.9.(d) If at the appointed time for the General Meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty (30) minutes, whereupon the adjourned meeting shall be reconvened at the same place and the persons present, entitled to vote, shall constitute a quorum;
 - 5.5.9.(e) The President of the Council shall be the President of all general meetings. In his absence from the meeting or in case he vacates the chair, the Vice - President of the Council shall act as President. In other cases, the meeting shall appoint a President;
- 5.5.10 The order of business at general meetings, and as far as is appropriate for Special General Meetings, shall be
- 5.5.10.(a) electing the President of the meeting, if necessary;
 - 5.5.10.(b) calling the roll, certifying proxies and issuing a voting card for each strata lot represented at the meeting;
 - 5.5.10.(c) filing proof of notice of meeting or waiver of notice;
 - 5.5.10.(d) reading and disposing of any unapproved minutes;
 - 5.5.10.(e) receiving reports of committees;
 - 5.5.10.(f) considering the accounts and operating budget;
 - 5.5.10.(g) electing a Strata Council, if necessary;
 - 5.5.10.(h) unfinished business;
 - 5.5.10.(i) new business; and
 - 5.5.10.(j) adjournment

5.6 Proxies

- 5.6.1 An instrument appointing a proxy shall be in writing signed by the appointer or his attorney, and may be either general or for a particular meeting;
- 5.6.2 A proxy need not be an owner;

- 5.6.3 Notwithstanding the provisions of these bylaws on appointment of a proxy, where the owner's interest is subject to a registered mortgage and where the mortgage provides that the power of vote conferred on an owner under this Act may be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his presence at the calling of the roll and he, rather than the owner, shall be issued a voting card.

5.7 Order of business

- 5.7.1 The order of business at annual and special general meetings is as follows:
- 5.7.1.(a) certify proxies and corporate representatives and issue voting cards;
 - 5.7.1.(b) determine that there is a quorum;
 - 5.7.1.(c) elect a person to chair the meeting, if necessary;
 - 5.7.1.(d) present to the meeting proof of notice of meeting or waiver of notice;
 - 5.7.1.(e) approve the agenda;
 - 5.7.1.(f) approve minutes from the last annual or special general meeting;
 - 5.7.1.(g) deal with unfinished business;
 - 5.7.1.(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;
 - 5.7.1.(i) ratify any new rules made by the strata corporation under section 125 of the Act;
 - 5.7.1.(j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - 5.7.1.(k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - 5.7.1.(l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - 5.7.1.(m) elect a council, if the meeting is an annual general meeting;
 - 5.7.1.(n) terminate the meeting.

6. Division 6 - Voluntary Dispute Resolution

6.1 Voluntary dispute resolution

- 6.1.1 A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- 6.1.1.(a) all the parties to the dispute consent, and
 - 6.1.1.(b) the dispute involves the Act, the regulations, the bylaws or the rules.

- 6.1.2 A dispute resolution committee consists of
- 6.1.2.(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
 - 6.1.2.(b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- 6.1.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

7. Division 7 - Hazards

7.1 Hazards

- 7.1.1 Everything shall be done to reduce fire hazards and nothing shall be brought into or stored on a Strata Lot, the common property, or storage lockers, which will in any way increase or tend to increase the risk of fire, the rate of any insurance policy or which will invalidate any insurance policy held by the Strata Council or Strata Lot owners.
- 7.1.2 No material substances, especially burning material such as cigarettes or matches or fireworks of any type shall be thrown out or permitted to fall out of any window, door, balcony, or other part of the Strata Lot or common property.
- 7.1.3 Waterbeds are not permitted except with the express written permission of the Strata Council. Such permission will only be provided in situations where the owner of the Strata Lot files acceptable evidence of adequate insurance coverage with the Strata Council. Any damage occurring from failure of a waterbed will be charged to the owner of the Strata Lot
- 7.1.4 Gas and electric barbecues only are permitted within the Strata Corporation.
- 7.1.5 An owner shall not store propane tanks in any common area, such as locker and/or parking areas. Propane tanks are to be stored outside on patios or balconies only.
- 7.1.6 An owner shall not be allowed to bring and/or maintain cut "live" Christmas trees in his strata lot.
- 7.1.7 Each owner shall have an operable 10ABC fire extinguisher within the owner's suite and in the balcony/patio area (by the door) at all times. A visual inspection by the strata corporation's fire protection company of choice will be completed annually. Recharging costs will be charged back to the individual strata lot owner, however, owner can purchase their own replacement. This will coincide with the annual fire system check within each suite. Owners are responsible to purchase their own ABC type fire extinguishers. *(Amended May 12, 2014)*

- 7.1.8 In the event that an owner does not provide access to his or her suite during the annual fire inspection, the owner is required to arrange for an inspection of the in-suite devices at the owner's expense, within 2 weeks of the original fire inspection date. Such subsequent inspection must be carried out by the company designated by the Strata Council. Failure to comply with this bylaw will result in a fine of fifty dollars (\$50.00) being levied against the owner for each week which passes without the inspection being completed, following notice to do so from the Strata Corporation.
- 7.1.9 Any strata lot with in suite laundry facilities shall be financially responsible for, and provide access to a contractor chosen by the strata council for the annual cleaning and/or maintenance of the dryer vent ducting. The strata council shall give a minimum of two weeks written notice to the strata lot owner of commencement of such work. Should the owner not provide, or not be able to provide access, the owner must, at his or her own cost, have a qualified vent cleaner clean the vent in question within thirty days (30) days of receiving notice. After this period of time, bylaw infraction fines of the strata corporation shall apply every seven days the breach continues.

8. Division 8 - Rental Restriction Bylaw

8.1 Rental Restriction Bylaw

- 8.1.1 Prior to leasing or renting a strata lot, the owner shall deliver to the tenant the current bylaws of the Strata Corporation. An owner shall supply the copy of the bylaws to the tenant before allowing the tenant into possession.
- 8.1.2 Subject to the Strata Property Act, the number of strata lots within Strata Plan N.W. 3181 that may be leased or rented at any one time is restricted to five (5).
- An owner wishing to lease or rent a strata lot shall apply in writing to the Strata Council for permission to do so before entering into a lease or tenancy agreement
- 8.1.3 If the number of strata lots already leased at the time an owner applies for permission to lease or rent has reached the limit stated in paragraph (b) above, the Strata Council shall refuse the permission and notify the owner of the same in writing, as soon as possible.
- 8.1.4 If the limit stated in paragraph 8.1.2 above has not been reached at the time the owner applies for permission to lease or rent a strata lot, the Strata Council shall grant permission and notify the owner of the same in writing, as soon as possible.
- 8.1.5 An owner who receives permission to lease or rent a strata lot shall exercise the permission to lease or rent within 90 days from the time the Strata Council granted it, otherwise the permission expires. During the 90 days immediately following the grant of permission, the strata lot shall be deemed leased or rented for the purposes of the limit stated in paragraph 8.1.2 above.

- 8.1.6 An owner who leases or rents his strata lot shall, prior to allowing the tenant into possession of the strata lot, provide to the Strata Corporation a Form "K" - Notice of Tenant's Responsibilities] in accordance with Section 146 of the Strata Property Act]. Failure to provide a Form K in the time limit noted above shall be cause for a fine of two hundred dollars (\$200.00) for each month of breach against the strata lot owner.
- 8.1.7 For the purposes of enforcement of this bylaw, a tenant shall be defined to include:
- 8.1.7.(a) Any person not a member of the immediate family of the owner.
 - 8.1.7.(b) Any person beneficially owning less than 50% of the shares, which carry the right to vote, of a corporate owner
 - 8.1.7.(c) Any person owning less than an undivided 40% registered interest in the strata lot
- 8.1.8 Subject to Section 145 of the Strata Property Act and paragraph 8.1.6 above, where an owner leases or rents a strata lot without previously obtaining permission to do so from the Strata Council, the Strata Council shall impose a monthly fine of five hundred dollars (\$500.00) during the period in which the strata lot remains so leased or rented, shall add the fine to the monthly maintenance of the owner in violation, and may take all necessary steps to terminate the tenancy.
- 8.1.9 Should any portion of this bylaw be deemed unenforceable by a Court of competent jurisdiction then, for the purposes of interpretation and enforcement of this bylaw, each subparagraph shall be deemed as a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- 8.1.10 An owner, tenant, or occupant must not use or permit the use of his Strata Lot, common property or common assets for a professional, commercial or business purpose that:
(Added September 25, 2018 Reg: CA7085520)
- 8.1.10.(a) in any way increases or may increase the liability risk of the Strata Corporation;
 - 8.1.10.a.(i) Hotel or hotel-like accommodation;
 - 8.1.10.a.(ii) A boarding or lodging house;
 - 8.1.10.a.(iii) Bed and breakfast;
 - 8.1.10.a.(iv) "Airbnb", "Homeaway", "VRBO" or any other vacation-like, short-term rental or short-term accommodation arrangements;
 - 8.1.10.a.(v) Unique Accommodation, Highstreet Accommodation, Premier Executive Suites, Luxury Corporate Suites, Mode Suites or any other executive home rental, lease or license to occupy arrangements, or
 - 8.1.10.a.(vi) House swaps – except with the timely advance notification to Council,
 - 8.1.10.(b) which contravenes the zoning and development bylaw of the City of Coquitlam.

9. Division 9 - Move In/Move Out

9.1 Move in/Move Out

- 9.1.1 The elevator must be operated with an elevator key.
- 9.1.2 The cost of any significant or major damage to the elevator or common areas occasioned by the move will be charged to the owner. In addition, owners will, for each move, pay to the caretaker a deposit of one-hundred dollars (\$100.00) before a key is granted for locking the elevator. This deposit will be returned when the elevator key is returned to the caretaker.
- 9.1.3 Moves shall take place during the hours of 8:00 am to 8:00 p.m. so as to minimize inconvenience or disturbance to other residents.
- 9.1.4 The strata council and/or management company must be notified in writing seven (7) days in advance of any move in/move out. *(Added March 14, 2005)*

10. Division 10 - Security of Building

10.1 Security of Building

- 10.1.1 No owner, tenant or guest shall leave open or unlocked any outside entrance or fire escape, for the purpose of moving into or out of a Strata Lot or otherwise, unless they are in constant supervision of that entrance.
- 10.1.2 No owner, tenant or guest shall let another person, including tradesmen or delivery men, into the building when entering themselves, unless that person is known to them.
- 10.1.3 No owner, tenant or guest is permitted in any part of the common areas of the Strata Corporation which are restricted such as the roof, boiler room, electrical rooms, mechanical rooms, and locked rooms other than their own, except as allowed by the Strata Council or the Property Manager.
- 10.1.4 Residents are requested to report any suspicious activity within the complex to the Property Manager, or to a member of the Strata Council.
- 10.1.5 No person shall install, maintain, possess, or use a security or alarm system, or other device equipped with an audible alarm which sounds from their strata lot or vehicle(s) and is intended to direct attention to trespass or any unlawful act unless such system is:
 - 10.1.5.(a) equipped with an operating automatic shut-off device which deactivates the audible alarm sound within 15 minutes.

- 10.1.6 No owner, tenant, mortgagee, or agent of an owner(s) shall allow the hanging, placement or affixing of a lock box containing any access key, remote control, or other means of access into Strata Plan NW-3181 on or near his or her strata lot, common property, or anywhere outside of the boundaries of the development.
- 10.1.7 An owner, tenant, mortgagee, or agent of an owner(s) shall inform the strata council no later than forty-eight hours (48) of becoming aware of the loss of his or her common area key, remote control, or other means of access into the common areas of Bromley Manor.

11. Division 11 - Annual Budget and Maintenance Assessments

11.1 Annual Budget and Maintenance Assessments

- 11.1.1 All cheques drawn on any account of the Strata Corporation shall, except where a Manager has been appointed and authorized to make expenditures, be signed by at least two members of the Council.
- 11.1.2 Budget Procedure: Prior to the 1st day of each financial year the Strata Corporation shall cause to be prepared a budget setting out by categories its best estimate of the common expenses of the Strata Corporation for the next financial year. The budget shall include a reasonable provision for contingencies and replacements.
- 11.1.3 Prior to the 15th day of February in each calendar year the Strata Corporation shall deliver or mail to each owner at his home address a copy of the proposed budget for the ensuing financial year together with a notice of the assessment for his contribution towards the common expenses of that year.
- 11.1.4 The common expenses set forth in each assessment shall be payable to the Strata Corporation, or to any other persons, firm or corporation to whom the Strata Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly installments, in advance, commencing on the 1st day of March.
- 11.1.5 Monthly maintenance payments are due and payable on the first day of each month. Maintenance fees not received within fifteen (15) days of the due date shall be subject to a fifty dollars (\$50.00) penalty. Payment plus penalty not received by the 15th day of the following month and each month thereafter will be subject to an additional fifty dollars (\$50.00) penalty. At the end of a 45 day period, a Lien will be placed on the Strata Lot involved at the owner's expense for the total monies due, including penalties and costs.
- 11.1.6 Within ten (10) days following written application therefore by the owner, the Strata Corporation shall furnish to the owner a statement setting forth as of its due date the amount of any unpaid assessments then due from such owner.

- 11.1.7 If at any time it appears that the annual assessment of contribution towards the common expense will be insufficient to meet the common expenses, the Strata Corporation may assess and collect a special contribution or contributions against each Strata Lot in an amount sufficient to cover the additional anticipated common expense. The Strata Corporation shall give notice of such further assessment to all owners which shall include a written assessment setting out the reasons for the assessment and each assessment shall be due and payable by each owner in the Strata Corporation.

12. Division 12 - Parking

12.1 Parking

- 12.1.1 Only vehicles with current registration and insurance in force shall be allowed in parking areas, except with special permission of the Strata Council. Any changes in vehicle make or license number must be registered with management within thirty (30) days from the date of change.
- 12.1.1.(a) Parking of vehicles other than those owned or leased by a resident and registered with the Strata Corporation or their house guest(s) is prohibited.
- 12.1.1.(b) All vehicles must be registered with management no later than two weeks of occupancy
- 12.1.1.(c) long-term change of vehicle use (greater than two weeks) at Strata Plan NW-3181 ("Bromley Manor")*
- 12.1.1.(d) The Strata Corporation wishes to ensure that prior to any vehicle being towed the owner is duly notified. In order to do so the Council must be able to trace back the license number to the strata lot.
- 12.1.2 Occupants shall park their vehicle(s) only in spaces assigned to them by the Strata Corporation.
- 12.1.3 No one shall park, or leave unattended, or cause to be parked or left unattended, any vehicle in such a position that it interferes or infringes upon other parking spaces. Nor shall a vehicle be left in such a way that it blocks or infringes on access lanes or no parking zones.
- 12.1.4 No major repairs of any kind shall be carried out in the parking areas or any common areas adjacent to the Strata Corporation. Vehicle maintenance is restricted to residents' vehicles and to washing, minor mechanical procedures, and quiet tune-ups only. Fluid changes are not permitted.
- 12.1.5 Vehicles may be washed only at designated locations, and persons washing vehicles must hose down all dirt and remove excess water resulting from the vehicle washing, and replace hoses neatly.

- 12.1.6 Vehicles dripping excess oil, gasoline, or any other fluids will be prohibited from parking until repaired owners of vehicles causing staining from such fluids shall, when notified by the Strata Council, clean up all areas affected. Failure to do so within seven (7) days of receipt of the notice shall result in the Strata Council cleaning the areas and charging the owner with the cost incurred.
- 12.1.7 Assigned parking areas may not be used for storage of other than automobiles and/or motorcycles, except with the prior written approval of the Strata Council. The construction or placement of storage compartments in assigned parking areas is prohibited. Storage of freezers, work benches, cardboard boxes, etc., is prohibited.
- 12.1.8 All parking areas are common property and may not be altered or defaced in any manner. Each strata lot owner shall be responsible for the cleanliness of their assigned stall.
- 12.1.9 The maximum speed limit in all parking areas is 8 kph.
- 12.1.10 The use of vehicle horns in the parking area is prohibited except in such circumstances where the horn is required to prevent a collision.
- 12.1.11 If an unauthorized vehicle is parked in an assigned stall, the assignee should inform the Property Manager or a member of the Strata Council, and the vehicle will be towed away.
- 12.1.12 No trailers, trailerized boats, tent trailers, derelict vehicles or unlicensed vehicles are permitted to be parked or stored on the common property. No resident shall use an assigned parking stall to park or store any recreational vehicle or other vehicle in excess of the size of a 3/4 ton pickup or van.
- 12.1.13 An owner, tenant, guest or assignee shall not leave access key(s), garage remote(s) that provide access into the common property of the strata corporation in his or her vehicle. Loss of an access key or remote control shall be reported to the management company or council within 24 hours of the occurrence. *(Added March 25, 2004)*

13. Division 13 - Common Property

13.1 Common Property

- 13.1.1 The common property includes all areas, including roofs, of Bromley Manor other than the interior of the strata lot (residence).
- 13.1.2 No owner shall make or permit to be made any alteration to any part of the common property without the prior written authorization of the Council. In the event of any alteration being made, the Council may require the owner to restore the common property to its original condition, if such prior written authorization is not given.
- 13.1.3 No owner shall go on, or otherwise use, or permit any person to go on or otherwise use any roof in the development.

- 13.1.4 Balconies and patio areas within the line bounded by the fences are allocated for the exclusive use of the relevant strata lots. bylaw 13.1.3 above applies in all respects to this common property also.
- 13.1.5 Sun blinds, awnings or shades may not be installed without the prior written permission of Council.
- 13.1.6 No owner shall remove or permit to be removed any of the trees, plants or shrubs growing on the common property (including the common property allocated to their exclusive use) without the prior written permission of Council
- 13.1.7 Should any owner fail to maintain, or permit a tenant to fail to maintain the garden areas of the patio allocated to their exclusive use, the Council may, at their discretion, after one month's notice, have such maintenance carried out and the cost thereof shall be assessed against the owners of the strata lot.
- 13.1.8 Patio areas allocated for the exclusive use of owners may not be used for storage of any items or materials such as freezers, work benches, cardboard cartons, bicycles, household items, etc.
- 13.1.9 Only designated entrances and exits shall be used by all owners, tenants, visitors and any other persons entering or exiting the complex.
- 13.1.10 The consumption of alcoholic beverages, other than at Council approved functions, is forbidden in all common areas.

14. Division 14 - Damage to Property

14.1 Damage to Property

- 14.1.1 No owner shall be entitled to claim any compensation from the Strata Corporation for any loss or damage to the property of the owner/occupant arising from any defect or want of repair of a strata lot, the common property, or any parts thereof,
- 14.1.2 The Strata Corporation shall not be responsible to an owner/occupant for any loss, damage or expense to their personal property caused by an overflow or leakage of water from any building, adjoining buildings or by the breaking or bursting of any pipe or plumbing fixtures, or in any other manner whatsoever. Without limiting the generality of the foregoing, an owner shall indemnify and hold harmless the Strata Corporation from any claim by a tenant for any such loss, damage or expense. An owner shall be responsible to inform his tenant(s) of potential risks of water damage;
- 14.1.3 Property stored in a locker will be at the owner's risk as to loss or damage from any cause whatsoever including moisture damage, fire or theft;

- 14.1.4 Where the Strata Corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or the common property, the Strata Corporation and its agent shall in carrying out any work or repairs do so in a proper and workmanlike manner* and shall make good any damage to the strata lot, leaving it clean and free of debris;
- 14.1.5 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 or to any strata lot by the owner's act, omission, negligence or carelessness or by that of any member of the owner's family or the owner's guests, employees, agents or tenants, but only to the extent that such expense is not met by the proceeds received by the Strata Corporation as insurance coverage.

In such circumstances, and for the purposes of this Bylaw, 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 shall be charged to the 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 expense was incurred, and shall become due and payable on the date of payment of the monthly assessment;

Each individual owner is responsible to repair, maintain and replace all appliances and equipment located in their strata lot, including but not limited to the fridge, stove and dishwasher. Each owner is responsible to arrange and to pay for the maintenance, repair and replacement of, but not limited to, the bathtub grouting, caulking, taps, toilet seals, hoses and water supply tubes attached to appliances and fixtures. Failure to repair, maintain and replace items within the care, custody and control of the strata lot owner, as set out but not limited to the above, will be deemed negligence on the part of the strata lot owner and the strata lot owner will be responsible to pay for the cost of any insurance deductible paid as a result of any damage to a strata lot(s), the common property or interior strata lot property caused by the failure. *(Amended March 9, 2006)*

- 14.1.6 Subject to Bylaw 14.1.5, the Strata Corporation shall indemnify and save harmless any owner from loss or damage suffered by that owner by reason of the denial of insurance coverage which the Strata Corporation, through its conduct or otherwise, represented to that owner that the owner was covered for such loss or damage, by insurance obtained by the Strata Corporation on behalf of The owners, Strata Plan N.W. 3181;
- 14.1.7 In the event that the Strata Corporation or its authorized agent(s) determines that an emergency exists and that damage may be caused to any strata lot or common property, a strata lot owner shall indemnify and save harmless the Strata Corporation from the expense of a contractor(s) attending the building and/or from any reasonable maintenance, repair or replacement to or in the strata lot, that would otherwise be the responsibility of the owner of that lot, but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation;

- 14.1.8 An owner/occupant, any member of his family, or his or their guests, servants, or tenants, shall not damage and shall not do or permit anything to be done, including placing chairs, tables or other objects on the lawns and grounds, that may cause damage to or prevent/interfere with the cutting of the lawns or the maintenance of the grounds generally, except in such places and/or manner approved by the Strata Council.
- 14.1.9 In the circumstance where damage to an owner's/occupant's personal property is caused by a common property fault, the Strata Corporation agrees to consider the payment on a case-by-case basis to compensate the owner/occupant deductible up to a maximum of five hundred dollars (\$500.00). The decision of the Council of owners will be binding. A Notice of Intent to file a claim must be made in writing to the Council of owners no later than 30 days after the event of damage.

15. Division 15 - Miscellaneous

15.1 Miscellaneous

- 15.1.1 No owner, tenant or guest shall obstruct or use the sidewalks, walkways, passages, or driveways for any other purpose than ingress to and egress from the units and parking areas within the common elements.
- 15.1.2 There shall be no solicitation anywhere in or about the property for any cause, charity, or for any purpose whatsoever, except as required by the Elections Act (Canada) and similar provincial legislation.
- 15.1.3 No owner, tenant or guest shall
- 15.1.3.(a) use the elevators for the purpose of moving furniture, appliances or other household items or equipment without first obtaining the elevator key and ensuring that protective elevator padding is installed.
 - 15.1.3.(b) permit any furniture, parcels or boxes to be left overnight in any common areas.
 - 15.1.3.(c) store or permit to be stored any goods in a common area. All goods or belongings must be stored in the locker assigned to each strata lot.
 - 15.1.3.(d) store his or her bicycle(s) in any area other than that designed for bicycle storage. Storage of bicycles is permitted in the owners' lockers.
 - 15.1.3.(e) operate a refrigerator or deep freeze in his or her storage locker without permission of Council and shall pay a monthly electrical charge as determined by Council. The monthly charge shall be added to the monthly maintenance fee.
- 15.1.4 The bottom door sweep of each strata lot entrance door shall not be closed as it impedes proper cross ventilation and has adverse moisture impact on the building envelope of the property. *(Added March 25, 2004).*

- 15.1.5 An owner shall obtain permission of the strata council before changing any portion of the floor surface in his/her strata lot to laminate or hardwood flooring. The owner must provide specifications and a sample of noise reducing underlay material to be used for council approval. *(Added March 14, 2005 Reg BX42526)*
- 15.1.6 The strata corporation shall budget for, and arrange, for a dryer duct company of the strata council's choice to clean the individual dryer lines every two (2) years. An owner, tenant, or guest, shall provide necessary access once reasonable written notice has been given. *(Added March 13, 2007).*

16. Division 16 - Severability

16.1 Severability

- 16.1.1 The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any bylaw does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

17. Division 17 - Corporate Common Seal

17.1 Corporate Common Seal

- 17.1.1 The Strata Corporation shall have a common seal, which shall not be used except by authority of the Council previously given and in the presence of the members of the Strata Council or at least two members of it, who shall sign every instrument to which the seal is affixed. Where there is only one member of the Strata Corporation, his signature is sufficient for the purpose of this section, and, if the only member is a Corporation, the signature of the appointed representative on the Strata Council shall be sufficient for the purpose of this section.

18. Division 18 - Notices

18.1 Notices

- 18.1.1 Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under this Act or under these bylaws shall be well and sufficiently given if mailed to the owner at the address of his strata lot and if left with him or some adult person at that address.
- 18.1.2 A notice given by post shall be deemed to have been given 48 hours after it is posted.
- 18.1.3 An owner may at any time in writing advise the Corporation of a change of address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the giving of notices.

- 18.1.4 The word “notice” shall include any request, statement or other writing required or permitted to be given by the Strata Corporation to the owner of the strata lot.

19. Division 19 - Preventative Maintenance

19.1 In accordance with statutory requirements under Section 72 of The Strata Property Act to repair and maintain common property and common assets of the strata corporation, Strata Plan NW 3181 (“Bromley Manor”) shall have the following specific bylaws to maintain the common property and common assets of the strata corporation. *(Added March 27, 2003)*

- 19.1.1 Maintain a contract for boiler/mechanical services to service the boiler(s), fans, internal plumbing, and other mechanical equipment of the strata corporation. Such contract to have a provision for a minimum quarterly maintenance.
- 19.1.2 Engage the services of a roofing consultant and/or qualified professional engineer a minimum of every two (2) years to review and inspect the common roofs of NW 3181 (“Bromley Manor”). All necessary repairs, as determined and approved by the strata council, to be done during the year of inspection or budgeted for a following if the consultant and/or contractor determines such work can be done during the next fiscal year of the strata corporation. The strata council shall then budget for said roof repairs in preparation of the next fiscal year.
- 19.1.3 The caulking around exterior windows shall be checked every three (3) years and replaced as necessary.
- 19.1.4 Drain(s) on patio units and common area drains shall be inspected every two (2) years as necessary.
- 19.1.5 Maintain a capital replacement plan to be reviewed and updated every year. Such replacement plan funding to be minimum of a four (4) percent contribution of expected operating expenses in a Capital Plan Reserve Account of the Contingency Reserve Fund.