



**STRATA PLAN VR 2673  
PACIFIC COVE**

**BYLAWS**

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PACIFIC COVE BYLAWS**

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**Amendments:**

Registration:	April 11, 2011	BB1750442
Registration:	March 4, 2013	CA3017971
Registration:	July 11, 2014	CA3835044
Registration:	February 24, 2016	CA5003657
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**PACIFIC COVE  
Strata Plan VR 2673**

**SCHEDULE OF STANDARD BYLAWS**

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This consolidated set of bylaws has been prepared for the convenience of residents of Pacific Cove. In the event of a conflict between these consolidated bylaws and the bylaws and amendments filed at the Land Titles Office, the latter shall govern. This consolidated set of bylaws consists of the bylaws:

As amended and passed at the Annual General Meeting on January 30, 2003;  
As amended at the Annual General Meeting on 29 January 2004;  
As amended at the Annual General Meeting on 24 February 2005; and  
As amended at the Annual General Meeting on 26 January 2006  
As amended at the Annual General Meeting on 13 February 2007  
As amended at the Annual General Meeting on 7 February 2008  
As amended at the Annual General Meeting on 14 January 2010  
As amended at the Annual General Meeting on 30 March 2011  
As amended at the Annual General Meeting on 21 February 2013  
As amended at the Annual General Meeting on 20 February 2014

## **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 "a resident" means collectively, an owner, a tenant and an occupant.

These bylaws provide for the control, management, maintenance, use and enjoyment of the strata lots, common property and common assets of the Strata Corporation and for the administration of the strata corporation. The intent of these bylaws is to protect the common property and common assets of the Strata Corporation and to protect the quality of life of residents.

The Schedule of Standard Bylaws to the Act does not apply to the Strata Corporation.

## **DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS**

### **1. Compliance with bylaws and rules**

1.1 All residents and visitors must comply strictly with the bylaws and rules of the Strata Corporation at all times.

1.2 Owners shall be responsible for compliance with the bylaws and rules by their tenants, their visitors and their tenants' visitors, whether or not the owner is present.

1.3 Owners shall ensure that all tenants of, and visitors to, their strata lots are aware of the bylaws and rules.

## **2. Payments of Owners**

2.1 Payments made by owners to the Strata Corporation will be applied against the following in the order listed: accrued interest charged by the Strata Corporation on any outstanding amounts payable by the owner pursuant to the bylaws; fines levied by the Strata Corporation; special levies; user fees; and monthly strata fees.

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

2.3 Each dishonoured cheque or dishonoured automatic debit is a contravention of the bylaws and the Strata Corporation will levy a fine of \$50.

2.4 A special levy is due and payable on the date or dates specified in the resolution authorizing the special levy.

2.5 Failure to pay a special levy on the due date or dates, or failure to pay strata fees on time are contraventions of the bylaws. The Strata Corporation may levy a fine of \$50 per month for non-payment if full payment has not been received within thirty (30) days of the due date. The amount of the fine may be increased to \$200 per month after a lien has been placed pursuant to Bylaw 2.7. Fines for non-payment shall be levied every 30 days until all amounts due have been paid. If an owner does not pay strata fees for two (2) successive months or a special levy for two successive months on the dates specified in the resolution authorizing the special levy, the Strata Corporation may place a lien on the strata lot and initiate all actions deemed necessary at the owner's expense, for the total monies due, including all legal and other expenses. The cost of filing liens referred to in this clause, including administration, land title office and legal fees shall be added to the amounts due from the delinquent owner.

## **3. Repair and Maintenance of Property by Owner**

3.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

3.2 An owner who has the use of limited common property must repair and maintain it except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

## **4. Use of Property**

4.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that:

- (a) causes a nuisance or hazard to another person;

- (b) causes unreasonable noise;
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata;
  - (d) is illegal or injurious to the Strata Corporation as a whole; or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 4.2 A resident 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.
- 4.3 An owner is responsible for any contravention of bylaw 4.2 by residents of, or visitors to, the owner's strata lot whether or not the owner is present when the damage is caused.
- 4.4 Indemnity and Insurance
- (a) An Owner is deemed to be responsible for any loss of damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the Owner's strata lot and the loss or damage is not covered and paid by any insurance policy.
  - (b) An Owner is also deemed to be responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the Owner, and/or Owner's tenants, co-occupants, family members, employees, agents, contractors, guests or invitees and the loss or damage is not covered and paid by any insurance policy.
  - (c) If any loss or damage deemed to be the responsibility of an Owners under subsection (a) and / or (b) of this bylaw results in a claim against any insurance policy held by the strata corporation, that Owner shall save harmless and indemnify, and is strictly liable to reimburse the strata corporation for the full amount of any insurance deductible, any portion of insurance coverage declined and/ or any amount by which the loss or damage exceeds the insurance coverage.
  - (d) If any loss or damage deemed to be the responsibility of an Owner under subsection (a) and or (b) of this bylaw does not exceed the insurance deductible for an insurance policy held by the strata corporation, that Owner is strictly liable and shall fully indemnify and save harmless the strata corporation for any resulting expense for maintenance, repair or replacement rendered necessary, including legal costs incurred in relation to defending any claim against the strata corporation, and/ or prosecuting any claim made against the Owner, such indemnity to be on a solicitor and client basis, including disbursements, expenses, taxes, filing and / or Court fees, all of a full indemnity basis..

- 4.5 A resident must not use, or permit to be used, the strata lot except as a private dwelling and, unless granted prior written approval by the strata council, a resident must not allow more than two adult persons to occupy a strata lot originally designated by the owner developer as a one bedroom unit, not allow more than four adult persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit and not more than four adult persons to occupy a strata lot originally designated by the owner developer as a three bedroom unit. For the purposes of this bylaw 4.5:
- (a) A den or enclosed solarium as originally designated by the owner developer will be considered to be a bedroom; and
  - (b) A "person" excludes visitors staying for less than 30 days with a resident.
- 4.6 An owner or occupant who alleges hardship as a result of the passage of bylaw 4.5 may appeal to the strata council for permission to be exempt from bylaw 4.5 on the basis of hardship and the strata council must not unreasonably refuse the appeal.
- 4.7 A strata lot must not be used for rental of short term accommodation of 3 months or less such as use as a hotel, motel, or bed and breakfast. The strata may levy a fine to a maximum of \$500 for each contravention of this Bylaw, and up to a maximum of \$500 per each week that the owner is in contravention of this Bylaw.
- 4.8 An owner may conduct business from a strata lot provided that such business use does not:
- (a) Increase vehicular and/or foot traffic into and out of the building; and
  - (b) Result in the contravention of any other bylaw.
- 4.9 Waterbeds shall not be used in a strata lot unless equipped with proper frames and safety liners.
- 4.10 Notwithstanding bylaw 4.9 residents will be held responsible for all damages to common property and other strata lots caused by a waterbed and shall carry a minimum of \$100,000 waterbed liability insurance.

## **5. Pets and Animals**

- 5.1 A resident or visitor must not keep any pets on a strata lot, limited common property or common property or on land that is a common asset except in accordance with these bylaws.
- 5.2 For the purposes of these bylaws "pet" and "pets" include any animal, bird or other species permitted by these bylaws.
- 5.3 A resident or visitor must ensure that all animals are on a leash not exceeding two meters in length, physically restrained or otherwise secured and under constant supervision of a person who is capable of controlling the animal when on the common property or on land that is a common asset.
- 5.4 A resident must not keep pets on a strata lot other than one or more of the following:



- (a) a reasonable number of fish or other small aquarium animals;
  - (b) a reasonable number of small caged mammals;
  - (c) up to two caged birds;
  - (d) one dog and one cat, or two cats in a strata lot originally designated by the owner developer as a one bedroom unit; or
  - (e) two dogs or two cats or one dog and two cats in a strata lot originally designated by the owner developer as a two bedroom or three bedroom unit.
- 5.5 For the purposes of bylaw 5.4 a den or enclosed solarium originally designated by the owner developer will be considered to be a bedroom.
- 5.6 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 5.7 A resident must apply to the strata council for written permission to keep a pet (a "Permitted Pet") by registering the pet with the strata council within thirty (30) days of the pet residing in a strata lot and by providing, in writing, the name of the Permitted Pet, species, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner and a recent photograph of the pet.
- 5.8 A resident or visitor must not permit a Permitted Pet to be unsupervised or unleashed at any time while within or on the common property or on land that is a common asset. A Permitted Pet found unsupervised on common property or land that is a common asset may be delivered to the municipal pound at the cost of the owner of the strata lot where the Permitted Pet is kept.
- 5.9 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the reasonable opinion of strata council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the strata council will provide written notice to the resident and owner describing the problem, and will give the resident seven days to remedy the problem. If the problem has not been remedied to the reasonable satisfaction of the strata council within the aforesaid seven day period, the strata council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them and such pet shall not be kept in the strata lot after 15 days' notice in writing to that effect is given to the owner of the strata lot where it is kept.
- 5.10 If a resident contravenes bylaw 5.9, the Strata Corporation will levy a fine of \$200 against the owner of the strata lot where the pet is kept.
- 5.11 Notwithstanding bylaw 5.10, a resident who does not remove a pet within 15 days as ordered by the strata council pursuant to bylaw 5.9 will be subject to an application for an injunction and the owner of the strata lot will be responsible for all expenses incurred by the Strata Corporation to obtain the injunction, including legal costs.

- 5.12 A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property, on limited common property or on land that is a common asset must be immediately disposed of by the person supervising the pet. Permitted Pets must not be allowed to defecate or urinate near an entrance to the building or near a bench.
- 5.13 A pet owner must keep a Permitted Pet only in the strata lot, and Permitted Pets shall not be allowed on interior common property except for ingress and egress to the building.
- 5.14 A strata lot owner is strictly liable for all damages and nuisance caused by a Permitted Pet kept in their strata lot, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 5.15 A resident or visitor must not feed rodents or other wild animals, including but not limited to seagulls, ducks and Canada Geese, from any strata lot, limited common property or land that is a common asset.
- 5.16 If a resident or visitor contravenes any of the bylaws 5.1 to 5.8 (inclusive) or 5.12 to 5.14 (inclusive) the strata council will provide written notice to the resident and owner of the strata lot where the pet is kept describing the problem, and will give the resident seven (7) days to remedy the problem. If the problem has not been remedied to the reasonable satisfaction of the strata council within the aforesaid seven (7) day period, the strata council will levy a fine of \$150 against the owner of the strata lot where the pet is kept or where the visitor's pet is staying.

## **6. Inform Strata Corporation**

- 6.1 An owner must notify the Strata Corporation within two weeks of becoming an owner; the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any.
- 6.2 Within two weeks of entering into a tenancy agreement an owner must notify the Strata Corporation of the name(s) of the tenant(s) and the strata lot which the tenant(s) occupy and the names of any other persons living in that strata lot.

## **7. Obtain Approval Before Renovating or Altering a Strata Lot**

- 7.1 An owner may not make or authorize any renovation or alteration to the exterior of the building including but not limited to:
- (a) common property, limited common property and common assets except as otherwise expressly permitted pursuant to Bylaw 8;
  - (b) patios, stairs, balconies or other things attached to the exterior of the building; and
  - (c) doors, windows or skylights on the exterior of the building or that front on the common property.
- 7.2 An owner must obtain the written approval of the strata council before making or authorizing any renovation or alteration to their strata lot that involves any of the following:

- (a) the structure of the building, including but not limited to: concrete slabs, columns, walls or any other part of the structure formed from concrete; and structural steel;
- (b) cutting any openings through walls, or removing any walls;
- (c) enclosure of limited common property;
- (d) fences, railings or similar structures that enclose a patio, balcony or deck;
- (e) common property located within the boundaries of a strata lot;
- (f) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act;
- (g) wiring, plumbing, piping, and other services that are common property; or
- (h) installation of hardwood, laminate or tile flooring, or any other hard flooring

The foregoing explicitly excludes:

- **minor modifications and repairs to gyprock paneling within a strata lot that do not require the** installation or removal of studs; and
- cabling for cable TV and telephones that service only their strata lot.

7.3 The strata council must not unreasonably withhold its approval under bylaw 7.2, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the renovation or alteration and to indemnify and hold harmless the Strata Corporation for any future costs in connection with the renovation or alteration.

7.4 The following are prohibited:

- (a) Coring, cutting, chipping or any other form of penetration of a concrete slab, column, wall or any other part of the structure formed from concrete, other than chipping around an existing drain pipe to permit connection of a new fixture or fitting with the prior approval of a representative of the strata council;
- (b) Drilling or cutting of structural steel; and
- (c) Penetrating the exterior face of the building.

7.5 If the proposed renovation or alteration requires drilling into any part of the concrete structure to a depth greater than 20 mm then:

- (a) The plans must be signed and sealed by a Professional Engineer registered in the Province of British Columbia.
- (b) The plans must be accompanied by X-rays that demonstrate that the proposed renovation or alteration will not impact any post tensioning strands or other reinforcement in the structural concrete elements.

- (c) Details of any additional structural reinforcement that is required so that the renovation or alteration does not adversely affect the strength of the structure.
  - (d) The Strata Corporation may engage an independent Professional Engineer registered in the Province of British Columbia as a structural engineer (Independent Structural Engineer) to review the plans and advise the Strata Corporation of the effects that the proposed renovation or alteration may have on the structure. All reasonable costs of engaging the Independent Structural Engineer will be borne by the owner making application to the Strata Corporation whether the application is approved or not or is required to be modified as a result of conditions required by the Strata Corporation.
  - (e) The Strata Corporation may require modifications to the intended renovation or alteration as recommended by the Independent Structural Engineer to protect the integrity of the structure. The owner shall comply with such requirements pursuant to bylaw 7.3.
- 7.6 An owner who has altered or authorized alteration to a strata lot prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs reasonably incurred by the Strata Corporation as a result of the alteration, must be borne by the owner who has benefited from the alteration, unless such alteration was previously approved by the strata council in writing.
- 7.7 An owner who, subsequent to the passage of bylaws 7.1, 7.2, 7.4 and 7.5 inclusive, alters or authorizes a renovation or alteration of a strata lot without adhering strictly to these bylaws, must restore, at the owner's sole expense the exterior of the building, the building structure, the common property, limited common property or common assets, as the case may be, to its condition prior to the renovation or alteration. If the owner refuses or neglects to restore the renovation or alteration to its original condition, the Strata Corporation may conduct the restoration, at the expense of the owner who renovated or altered the strata lot. 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.
- 7.8 An owner who, subsequent to the passage of bylaws 7.1, 7.2, 7.4 and 7.5 inclusive, renovates or alters a strata lot by any one or more of: drilling into concrete to a depth of greater than 20 mm, coring, cutting or penetrating a concrete slab, column, wall or any other part of the structure formed from concrete; drilling or cutting structural steel; or penetrating the exterior face of the building; without adhering strictly to these bylaws shall be subject to a fine of \$200 in addition to the restoration costs pursuant to bylaw 7.7.
- 7.9 Hard flooring, including but not limited to hardwood, laminate, and tile, installed in a strata lot shall have a sound barrier installed between the hard flooring and the concrete floor slab. An owner requesting approval to install hard flooring pursuant to bylaw 7.2 must submit details of the proposed sound barrier and demonstrate that the proposed sound barrier meets or exceeds the following standards:
- Sound transmission class (STC) rating of 50 in accordance with ASTM E90-97 and ASTM E4137-87.

- Impact insulation class (IIC) rating of 55 in accordance with ASTM E492-90 and ASTM E989-89.
- 7.10 No awning, shade, screen, sun screen, air-conditioning unit, smoke stack, radio or television antenna (including satellite dishes) or any other fixture shall be hung from or attached to the exterior of the building or strata lot, without prior written consent of the strata council. This bylaw shall not be construed as prohibiting the installation of bug or fly screens in sliding doors and windows or requiring strata council permission for the installation of such screens.
- 7.11 Alteration or damage to the exterior or interior portion of the exterior portion of the exterior wall
- (a) The exterior appearance of the strata lot or the building shall not be altered in any way, including but not limited to the painting of wood, EIFS, stucco, brick, railings, concrete, or other exterior parts of the building, or the attachment of sun screens or greenhouses, or garden sheds, without the prior written permission of the strata council.
  - (b) Nothing that penetrates the window system or compromises the integrity of the EIFS system will be permitted, except with council approval. Any repairs required to rectify a violation of this bylaw shall be made by a contractor or repairer chosen by the strata at its sole discretion and charged to the strata lot owner. Any and all costs incurred by the strata or an owner associated with obtaining approval or costs resulting from a violation of this bylaw shall be charged to the owner of the strata property at time of discovery or notification of the infraction.
- 7.12 The application process for renovations or alterations that require the approval of the Strata Council under Section 70 of the Strata Property Act or bylaws 7 or 8 is:
- (a) The owner who wishes to make the renovations or alterations shall make an application to the strata council for permission to renovate or alter their strata lot by submitting to the Property Manager, in writing: three copies of plans and drawings showing the proposed renovations or alterations; a written description of the proposed renovations or alterations; and an estimated time-line for construction of the proposed renovations or alterations. All renovations or alterations shall be completed in less than six (6) months, unless otherwise approved by the strata council in writing. The owner shall make an appointment through the Property Manager to meet with a representative of the Strata Corporation to discuss their proposed plans for renovations or alterations. This meeting will be scheduled by the representative of the Strata Corporation at a date that allows the representative of the Strata Corporation sufficient time to review the plans.
  - (c) If at the time of the meeting required by bylaw 7.12(a) the owner has engaged a designer, engineer or contractor, the owner shall arrange for that person, or an agent of that company to attend the meeting to answer any questions that the representative of the Strata Corporation may have.
  - (d) At the discretion of the strata council and depending on the scope and nature of the renovation a non-refundable application fee may be levied to cover

administrative costs, the costs of reviewing the plans and the cost of the meeting required by bylaw 7.12(b). If the strata council decides that an application fee is required, the fee must be paid at least seven days prior to the meeting required by bylaw 7.12(b) and shall be used to pay for the cost of the representative of the Strata Corporation designated by the strata council attending the meeting.

- (e) If the representative of the Strata Corporation deems it necessary or advisable to engage an engineering consultant to advise the Strata Corporation on any conditions that should be imposed upon, or changes that should be made to the plans, the owner requesting approval of the renovations or alterations shall be notified and the owner shall either:
  - agree to bear the costs of such consultation, or
  - withdraw their application.
- (f) The representative of the Strata Corporation shall prepare a report and recommendations to the Strata Council and provide a copy to the owner. The report may contain recommended changes to the plans for the proposed renovation or alterations, restrictions on hours of work or methods of construction, and may require that the work be conducted in phases, with interim inspections prior to an approval to proceed with the next phase. The report will provide an estimate of the amount of time and the cost for any inspections required during the renovations or alterations and will recommend the amount of the deposit to be made as a condition of approval, which deposit will be used to pay the costs of the inspections.
- (g) If the amount of the application fee paid pursuant to bylaw 7.12(d) is insufficient to cover the cost of the review of the application and prepare the report required by bylaw 7.12(f) then the owner making the application will be advised in writing of the additional processing fee that has to be paid by the owner for processing of the application. Processing of the application will not proceed until after the owner has paid the additional processing fee to the Strata Corporation.
- (h) The owner may appear in person or by representative and make submissions at any Strata Council meeting that is to deal with the subject of the owner's proposed renovations or alterations.
- (i) The strata council will advise the owner whether the renovations or alterations are approved. As a condition of approval of the proposed renovations or alterations the strata council will advise the owner of:
  - any modifications to the proposed renovations or alterations based on the recommendations made by the representative of the Strata Corporation, the Independent Structural Engineer engaged pursuant to bylaw 7.5(d) or by any other engineering consultant engaged pursuant to bylaw 7.12(e);
  - any requirements for additional drawings and specifications that are required to be submitted prior to granting approval, for all non-minor electrical, plumbing, and construction work;
  - the approved duration for the renovations or alterations; and

- the amount of the inspection fee that has to be paid to the Strata Corporation to cover the cost of the required inspections.
- (j) Once approved the renovations or alterations cannot commence until after the inspection fee has been paid.

## **8. Obtain approval before altering Common Property or Limited Common Property**

8.1 An owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration to common property, including limited common property or common assets.

8.2 The following are prohibited:

- (a) Coring, cutting, chipping or any other form of penetration of a concrete slab, column, wall or any other part of the structure formed from concrete;
- (b) Drilling or cutting of structural steel; and
- (c) Penetrating the outside face of the building except as permitted under bylaw 8.4.
- (d) Penetrating any part of the building envelope from inside a strata lot including but not limited to, windows, doors, flashings, and vapour barriers.

8.3 An owner, as part of its application to the Strata Corporation for permission to alter common property, limited common property or common assets, must:

- (a) submit, in writing, detailed plans and description of the intended alteration;
- (b) if the intended alteration requires drilling to a depth greater than 20 mm, then the provisions of bylaws 7.5(a) to 7.5(e) inclusive shall apply to this bylaw as well;
- (c) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council; and
- (d) obtain the consent of the owners by written approval of the strata council under bylaw 8.1

8.4 The Strata Corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following that:

- (a) renovations or alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
- (b) the standard of work and materials be not less than that of the existing structures;
- (c) all work and materials necessary for the renovation or alteration be at the sole expense of the owner;
- (d) the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future

maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the Strata Corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets; or

- (e) the owner and any subsequent owner on title who receives the benefit of' such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the Strata Corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the Strata Corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the due date of payment of monthly strata fees.
- 8.5 Residents shall not attach any fixture or other object to the exterior of the building whether by nailing, screwing, bolting, riveting or any other method that penetrates the exterior face of the building unless they receive prior written permission from strata council.
- 8.6 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs reasonably incurred by the Strata Corporation as a result of the alteration, must be borne by the owner who has benefited from the alteration, unless such alteration was previously approved by the strata council in writing.
- 8.7 An owner who, subsequent to the passage of bylaws 8.1 to 8.5 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. 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.
- 8.8 An owner who, subsequent to the passage of bylaws 8.1, 8.3 and 8.5 inclusive, alters common property, limited common property or common assets by any one or more of: drilling to a depth greater than 20 mm, coring, cutting or penetrating a concrete slab, column, wall or any other part of the structure formed from concrete; drilling or cutting structural steel; or penetrating the exterior face of the building; without adhering strictly to these bylaws shall be subject to a fine of \$200 and in addition shall be responsible for payment or reimbursement of all restoration, damage cost or claims resulting there from pursuant to bylaw 8.6.
- 8.9 Any damage to the building envelope discovered during a warranty inspection or any other inspection that results from a violation of any bylaw shall be repaired by the strata



corporation to the satisfaction of the warranty provider at the cost of the owner of the strata lot.

## **9. Undertaking Renovations or Alterations**

- 9.1 After receiving approval and five days prior to the commencement of the renovations or alterations, the Owner shall post a Notice of Renovation sign on the bulletin board in the mail room. Copying and posting of this notice is the responsibility of the Owner carrying out the renovations and the notice shall include the date of the approval from the Strata Corporation and a description of the approved renovation or alteration.
- 9.2 An Owner must give the resident caretaker (or the property manager if the resident caretaker is away on their days off or on vacation), two business days prior notice of the scheduled arrival of trades persons or delivery of materials for renovations/alterations. The resident caretaker shall only be contacted during their regular hours of 8:30 a.m. to noon and 1:00 p.m. to 4:30 p.m. Tuesday through Saturday.
- 9.3 Trades persons, contractors who have employees undertaking renovations and alterations must be licensed and bonded and carry a minimum of \$2 million liability insurance. Prior to commencing the renovations, the Owner must advise the Strata Corporation of the name of the entity that has been assigned as the Prime Contractor in accordance with the Workers Compensation Act. The Owner must obtain clearance letters from WorkSafeBC for all contractors working on the renovations and keep copies of those letters in a file in the suite. The clearance letters shall be shown to any authorized representative of the Strata Corporation on demand.
- 9.4 Trades vehicles must be parked in approved parking locations only. Vehicles parked in unauthorized common property locations will be towed at the vehicle Owner's expense.
- 9.5 An Owner must not permit any construction debris, materials or packaging to be deposited in the Strata Corporation's disposal containers.
- 9.6 An Owner must ensure that the delivery of any construction materials and the removal of all construction debris are through the underground parking garage and the Owner must ensure the elevator is protected with proper wall pads and floor coverings. Materials may be delivered to and taken from ground floor strata lots directly through limited common property provided that this can be done without damage to landscaping. An Owner must not permit any construction materials, including but not limited to studs, drywall, paint, drywall compound, cabinets, fixtures and fittings to be delivered through the main lobby. All such construction materials must be delivered through the parking garage, soft items such as rolls of carpeting and underlay may be delivered through the main lobby.
- 9.7 The elevator must be booked a minimum of 3 days in advance, for the movement of all large renovation material (i.e.: carpeting, cabinets, drywall, etc.). Elevators shall be booked through the resident caretaker (or the property manager if the resident caretaker is away on their days off or on vacation).
- 9.8 Drywall and other renovation related products must be properly sealed when removed from the property or removed using bins or some other covered containers to prevent spillage. Any spillage occurring must be cleared and cleaned immediately. Failure to do so may result in a fine of \$200.00 and costs incurred by the strata corporation to clear the

spillage may be charged back against the responsible strata lot. An Owner must ensure that:

- (a) drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and
- (b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the strata council or the resident caretaker) and the residential corridor thoroughly vacuumed daily.

9.9 An Owner must ensure that the hours of work are restricted to 8 a.m. to 5 p.m. Monday through Friday and 10 a.m. to 5 p.m. on Saturdays. Work required to perform renovations and alterations shall not be undertaken:

- (a) on Sundays; or
- (b) on Statutory holidays; or
- (c) on Saturdays when the immediately preceding Friday or immediately following Monday is a Statutory holiday (i.e. 3 day long weekends); or
- (d) Between 24 December and 1 January, inclusive.

Work may be permitted on one of the above listed days or periods in unusual situations and an Owner must apply for permission in writing to the strata council at least five business days before the above listed days or periods. The strata council shall decide at its sole discretion whether work will be permitted and the nature of the permitted work. Notwithstanding permission granted by the strata council, such permitted work shall cease immediately if it disturbs residents.

A notice with the approved hours must be posted in the suite so that all workers are aware of the permitted hours of work.

9.10 The Owner shall comply with all approval conditions given pursuant to bylaws 7 and 8 including undertaking the work in phases subject to inspections.

9.11 An Owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.

9.12 Work shall not be performed in common areas. Doors shall be kept closed during work to minimize noise and dust in common areas. Common areas shall not be used as staging areas, for storage or for unpacking materials.

9.13 Prior to commencing renovations or alteration an Owner shall give copies of Bylaws 7, 8 and 9 to every contractor and subcontractor that will be performing renovations or alterations and the Owner shall provide the Strata Corporation's representative with a copy of a written statement signed by each contractor and subcontractor attesting that the contractor or subcontractor as applicable has read and will comply with those Bylaws. No Owner shall allow a contractor or subcontractor to commence work until after the aforesaid

written statement from the contractor or subcontractor has been provided to the Strata Corporation.

- 9.14 Owners shall ensure that all persons working on their renovations or alterations are advised that:
- (a) they are working in a residential building and not on a construction site and must be considerate of residents who are in the building during the work;
  - (b) no loud music can be played in the unit;
  - (c) telephone calls must not be made or taken in common property hallways or on limited common property, including outside balconies, decks and patios; and
  - (d) no shouting.
- 9.15 An Owner in contravention of any of bylaws 9.1 to 9.15 (inclusive) shall be subject to a fine of \$200 for each contravention, as well as be responsible for any clean up or repair costs.
- 9.16 If the duration of renovations or alterations exceed the schedule approved pursuant to Bylaw 7.12 (i) a fine of \$200 may be levied by the Strata Corporation every seven (7) calendar days that the renovations or alterations exceed the approved duration

## **10. Permit entry to strata lot**

- 10.1 A resident or visitor must allow a person authorized by the Strata Corporation to enter the strata lot or limited common property:
- (a) in an emergency, without notice; to ensure safety or prevent significant loss or damage;
  - (b) at a reasonable time with 48 hours written notice that includes the date and approximate time of entry and the reason for entry to:
    - (i) inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or
    - (ii) ensure a resident's compliance with the Act, bylaws and rules, upon receiving credible information, providing reasonable grounds.
  - (c) Without prior notice if the suite is unoccupied and undergoing renovations or alterations for the purposes of carrying out inspections.
- 10.2 Notwithstanding bylaw 10.1(b), where any of the work described in bylaw 10.1(b)(i) requires entry to more than one strata lot the written notice will include only the approximate dates and time periods on which entry will occur, and the reason for entry.
- 10.3 If a strata lot is entered in a resident's absence pursuant to bylaw 10.1, then the resident shall be informed of the date and time of entry and the reason for entry as soon as

possible. A note left in the strata lot shall be sufficient notification of entry provided that such note contains the information previously listed and the name and signature of the person authorized by the Strata Corporation to enter the strata lot or limited common property.

- 10.4 Where locks are not keyed from the building master key the owner should provide resident caretaker with a duplicate key to allow access in case of an emergency.
- 10.5 If forced entry to a strata lot is required in an emergency and the owner has not provided a duplicate key pursuant to bylaw 10.4 the owner shall be responsible for all costs incurred by the Strata Corporation.
- 10.6 Where a strata lot is alarmed, the access code and alarm monitoring company information shall be provided to the resident caretaker.
- 10.7 Where an access card or fob is issued to an owner or tenant:
  - (a) The owner must authorize the use and provide the name and contact number of any individual having long-term use of an entry card or fob issued to the unit. The owner shall be responsible for any damage or costs incurred by the strata corporation as a result of the use of the card or fob as well as the cost to replace any lost or damaged cards or fobs. The owner shall be responsible for the return of any cards or fobs issued to a tenant or other occupant of their unit. The strata corporation reserves the right to cancel any card or fob issued to a tenant or other occupant immediately if the strata corporation becomes aware that the tenant or occupant no longer occupy a unit, if no confirmation of the card or fob being returned to the owner is received after the respective resident moved out.

## **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 is not designated on the strata plan 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) patios, 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 common property;
  - (E) fences, railings and similar structures that enclose patios, balconies and decks;
- (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) patios, 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 common property; and
  - (v) fences, railings and similar structures that enclose patios, balconies and yards.
- 11.2 No owner shall be entitled to claim any compensation from the Strata Corporation for any loss or damage to the property or person of the owner arising from any defect or want of repair of the common property or any part thereof, unless such loss or damage resulted from negligence on the part of the Strata Corporation, its employees or agent.
- 11.3 Where the Strata Corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing the strata lot, the common property, limited common property or any portion thereof, the Strata Corporation and its agents shall in carrying out any work of repairs shall do so in accordance with bylaw 10, and shall also do so in a proper and workmanlike manner and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.
- 11.4 Any owner who has a damage claim against the Strata Corporation shall make the claim in writing to the Property Manager within ninety (90) days of the damage occurring or being found.

## **STRATA COUNCIL**

### **12. Strata Council Size**

- 12.1 The strata council must have at least five (5) and not more than seven (7) members.

### **13. Strata Council Eligibility**

- 13.1 The only persons who may be strata council members are the following:
- (a) owners;

- (b) individuals representing corporate owners; or
  - (c) tenants who, under section 147 or 148 of the Act, have been assigned a landlord's right to stand for strata council.
- 13.2 No person may stand for strata council or continue to be on strata council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 13.3 No person may stand for strata council or continue to be on strata council with respect to a strata lot if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules as a result of the actions or inactions of.
- (a) the owner; or
  - (b) a tenant for which the owner is responsible under section 131 of the Act.

#### **14. Strata Council Members' Terms**

- 14.1 The term of office of a strata council member will be two years and will end at the end of the annual general meeting at which a replacement council member is elected.
- 14.2 A person whose term as strata council member is ending is eligible for re-election.
- 14.3 If, at an AGM, there are one or more council members' terms that have one year remaining but have been vacated for any reason, replacement council members shall be elected at the AGM to complete the terms, whether or not the strata council has appointed a replacement council member pursuant bylaw 16.

#### **15. Removing Strata Council Member**

- 15.1 The Strata Corporation may, by a resolution passed by a two-thirds (2/3) vote at an annual or special general meeting, remove one or more strata council members. The Strata Corporation must pass a separate resolution for each strata council member to be removed. In this bylaw 15.1, a 2/3 (two-thirds) vote means a vote in favour of a resolution by at least 2/3 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.
- 15.2 After removing a strata council member, the Strata Corporation may hold an election at the same annual or special general meeting to replace the strata council member for the remainder of the term, or the remaining members of the strata council may appoint a replacement strata council member until the next AGM, however if more than three (3) strata council members are removed the Strata Corporation must hold an election so that the number of strata council members is at least the minimum given in bylaw 12.1.
- 15.3 If the Strata Corporation removes all of the strata council members, the Strata Corporation must hold an election at the same annual or special general meeting to replace the strata council members for the remainder of the term up to, at least, the minimum number required by bylaw 12.1 for the remainder of the term.

15.4 The strata council may appoint the remaining strata council members necessary to achieve a quorum for the Strata Corporation, even if the absence of the members being replaced leaves the strata council without a quorum.

15.5 A replacement strata council member appointed pursuant to bylaws 15.2 and 15.4 may be appointed from any person eligible to sit on the strata council.

## **16. Replacing strata council member**

16.1 If a strata council member resigns or is unwilling or unable to act, the remaining members of the strata council may appoint a replacement strata council member until the next AGM.

16.2 A replacement strata council member may be appointed from any person eligible to sit on the strata council. When appointing a replacement strata council member the strata council may consider such matters as: the needs of the strata council at that time, including any special skills needed; and persons who have previously been nominated for and accepted nomination for strata council at previous elections.

16.3 The strata council may appoint a strata council member under bylaw 16.2 even if the absence of the member being replaced leaves the strata council without a quorum.

16.4 The strata council shall advise the owners of the name of any person appointed to the strata council in the minutes of the first strata council meeting after the appointment.

16.5 If all the members of the strata council resign or are unwilling or unable to act, or if the number of members remaining on the strata council is less than the minimum number given in bylaw 12.1 then persons holding at least 25% of the Strata Corporation's votes must hold a special general meeting to elect a new strata council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

## **17. Officers**

17.1 At the first meeting of the strata council held after each annual general meeting of the Strata Corporation, the strata council must elect, from among its members, a president, a vice president, a secretary, and a treasurer.

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

17.3 The vice president has the powers and duties of the president:

(a) while the president is absent or is unwilling or unable to act; or

(b) if the president is removed; or

(c) for the remainder of the president's term if the president ceases to hold office.

17.4 The strata council may vote to remove an officer but such vote shall not remove the strata council member from the strata council.

17.5 If an officer other than the president is removed, resigns, is unwilling or unable to act the strata council members may elect a replacement officer from among themselves for the remainder of the term.

## **18. Calling Strata Council Meetings**

18.1 Any strata council member may call a strata council meeting by giving the other strata council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

18.2 The notice in bylaw 18.1 does not have to be in writing.

18.3 A strata council meeting may be held on less than one week's notice if.

(a) all strata council members consent in advance of the meeting; or

(b) the meeting is required to deal with an emergency situation, and all strata council members either:

(i) consent in advance of the meeting; or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

18.4 Owners shall be advised of a strata council meeting with a minimum of 48 hours advance notice, where possible, save in the case of a meeting that is required to deal with an emergency situation.

## **19. Requisition of Strata Council Hearing**

19.1 By application in writing, a resident may request a hearing at a strata council meeting stating the reasons for the request.

19.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 19.1, the strata council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the strata council of the application.

19.3 If the purpose of the hearing is to seek a decision of the strata council, the strata council must give the applicant a written decision within one week of the date of the hearing.

## **20. Quorum of Strata Council**

20.1 A quorum of the strata council is:

(a) 3, if the strata council consists of 5 or 6 members; or

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

20.2 Strata council members must be present in person at the strata council meeting to be counted in establishing quorum:



## **21. Strata council meetings**

- 21.1 The strata council will meet together for the conduct of business, adjourn and otherwise regulate its meetings as it determines appropriate.
- 21.2 At the option of the strata council, strata council meetings may be held by teleconference call provided that all strata council members and other participants can clearly communicate with each other.
- 21.3 If a strata council meeting is held by teleconference call, strata council members are deemed to be present in person for purposes of bylaw 20.2.
- 21.4 Owners and spouses of owners may attend strata council meetings as observers.
- 21.5 Despite bylaw 21.4, no observers may attend those portions of strata 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 strata council's opinion, unreasonably interfere with an individual's privacy; or
  - (d) discussion of bid estimates for work to be tendered to contractors.

## **22. Voting at Strata Council Meetings**

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

## **23. Strata Council to Inform Owners of Minutes**

- 23.1 The strata council must circulate to, or post for, owners the minutes of all strata council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.
- 23.2 Minutes of strata council meetings will be left for collection by owners and tenants at the location designated in bylaw 47.16(b) or such other location as may be designated by the strata council pursuant to bylaw 47.16(a).

## **24. Delegation of Strata Council's Powers and Duties**

- 24.1 Subject to bylaws 24.2, 24.3 and 24.4, the strata council may delegate some or all of its powers and duties to one or more strata council members or persons who are not members of the strata council, and may revoke the delegation.

- 24.2 The strata council may delegate its spending powers or duties, but only by a resolution that delegates:
- (a) the authority to make an expenditure of specific amount for a specific purpose; or
  - (b) the general authority to make expenditures in accordance with bylaw 24.3.
- 24.3 A delegation of a general authority to make expenditures must:
- (a) set a maximum amount that may be spent; and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- 24.4 The strata council may not delegate its powers to determine, based on the facts of a particular case whether:
- (a) a person has contravened a bylaw or rule;
  - (b) a person should be fined, and the amount of the fine;
  - (c) a person should be denied access to a recreational facility; or
  - (d) an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

## **25. Spending Authority and Restrictions**

- 25.1 A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- 25.2 The strata council may make an unapproved expenditure from the operating fund, if the unapproved expenditure together with all other unapproved expenditures in the same fiscal year does not exceed 5% of the total amount of the operating fund approved at the immediately preceding annual general meeting.

## **26. Limitation on Liability of Strata Council Member**

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

## **ENFORCEMENT OF BYLAWS AND RULES**

### **27. Fines**

- 27.1 Except where specifically stated to be otherwise in these bylaws, an infraction or violation of these bylaws on the part of an owner, their employees, their agents, guests or tenants, will be subject to fines as follows:
- (a) first violation – at the discretion of the strata council either a warning letter or a fine up to the maximum of \$200;
  - (b) second violation – a fine up to the maximum of \$200; and
  - (c) each further violation - \$200 fine per occurrence.
- 27.2 Except where specifically stated to be otherwise in these bylaws, an infraction or violation of any of the rules on the part of an owner, their employees, their agents, guests or tenants, will be subject to fines as follows:
- (a) first violation - at the discretion of the strata council either a warning letter or a \$50 fine;
  - (b) second violation - \$50 fine; and
  - (c) each further violation - \$50 fine per occurrence.
- 27.3 The strata council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the Strata Corporation, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention in accordance with bylaw 2.1.

### **28. Continuing Contravention**

- 28.1 Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days. The exception being that repetitive fines will not apply to strata lot owners that have entered into voluntary dispute resolution under bylaw 35.

## **ANNUAL AND SPECIAL GENERAL MEETINGS**

### **29. Quorum of Meeting**

- 29.1 If within 15 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further 15 minutes on the same day and at the same place. If within that further 15 minutes from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 29.1 is an alternative to section 48(3) of the Act. This bylaw shall not apply to a special general meeting demanded pursuant to section 43 of the Act and failure to obtain

a quorum for a special general meeting demanded pursuant to section 43 of the Act terminates, and does not adjourn, that meeting.

### **30. Person to Chair Meeting**

- 30.1 Annual and special general meetings must be chaired by the president of the strata council.
- 30.2 If the president of the strata council is unwilling or unable to act, the meeting must be chaired by the vice president of the strata council.
- 30.3 If the vice president of the strata council is unwilling or unable to act, the meeting must be chaired by one of the other elected officers.
- 30.4 If neither the president nor the vice president of the strata council or any of the other elected officers chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons, eligible to vote, who are present at the meeting.

### **31. Participation by Other Than Eligible Voters**

- 31.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 31.2 Persons who are not eligible to vote, may not participate in the discussion at a meeting.
- 31.3 Tenants who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **32. Voting**

- 32.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 32.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules as a result of the actions or inactions of:
  - (a) the owner; or
  - (b) a tenant for which the owner is responsible under section 131 of the Act.
- 32.3 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 32.4 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 32.5 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

- 32.6 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 32.7 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- 32.8 An election will be held at an annual or special general meeting if the number of candidates for strata council is equal to or less than the number of vacant positions on the strata council. At such election owners will be entitled to vote for or against each candidate. Each candidate that receives a simple majority of votes for them shall become a strata council member.
- 32.9 Despite anything in bylaws 32.1 to 32.8 (inclusive), an election of strata council or removal of a strata council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

### **33. Electronic Attendance at Meetings**

- 33.1 A person who is eligible to vote may attend an annual or special general meeting by teleconference call provided that the person and the other participants can communicate clearly with each other.
- 33.2 If an annual or special general meeting is held by teleconference call with a person, the person is deemed to be present in person for the purposes of bylaw 29.

### **34. Order of Business**

- 34.1 The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last annual or special general meeting;
  - (g) deal with unfinished business;
  - (h) receive reports of strata 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 strata council, if the meeting is an annual general meeting; and
- (n) terminate the meeting

### **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.
- 35.2 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.
- 35.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **SMALL CLAIMS COURT PROCEEDINGS**

#### **36. Authorization to Proceed**

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

## **MARKETING ACTIVITIES BY OWNERS AND OCCUPANTS**

### **37. Sale of a Strata Lot**

- 37.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the Strata Corporation for real estate signs.
- 37.2 Lock boxes shall not be used for the storage of building access cards. The Strata Corporation has the right to remove any lock boxes attached to the building. The Strata Corporation shall levy a fine of \$200 for each contravention of this bylaw against the owner of the strata lot for whom the person attaching the lock box was acting as an agent.
- 37.3 An Owner selling their strata lot must ensure that non-residents attending an open house are:
- (a) not allowed entry to the building by use of the enterphone; and
  - (b) escorted by an agent of the owner at all times they are within the building.

## **INSURANCE**

### **38. Insuring Against Major Perils**

- 38.1 The Strata Corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.
- 38.2 Residents are responsible for any insurance they may require on the improvements and contents of their strata lots.
- 38.3 Owners 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 or to any strata lot by the Owners' negligent act or omission, 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 responsible Owners.

## **STORAGE**

### **39. Storage Lockers and Bicycle Storage**

- 39.1 Bicycles stored in a strata lot shall not be visible from the street or gardens.
- 39.2 A resident must not store any foodstuffs, hazardous or flammable substances in storage lockers.
- 39.3 Use of the locker and storage rooms shall be governed by rules as established by the strata council from time to time.

- 39.4 Bicycle storage has been added throughout the vehicle parking area for storage of bicycles and to prevent bicycles from being moved between an owner's suite and the exterior to minimize damage to the hallways, carpeting and elevators. As such, no bicycles may be transported to and from a strata lot, without the prior written permission of the strata council which may set additional requirements.

## **PARKING**

### **40. Parking**

- 40.1 Residents shall use only the parking space(s) assigned to their strata lots, save and except for private arrangements with other owners for the use of the parking spaces assigned to such other owners
- 40.2 A private agreement between residents for the use of parking spaces shall terminate when either of the parties to such agreement moves out of the building.
- 40.3 A resident must not permit any oversized vehicles, including trailers, campers, recreational vehicles and motor homes, to enter or be parked or stored on common property, limited common property or land that is a common asset, unless written approval of the strata council is granted, such approval not to be unreasonably withheld. No vehicle exceeding 4000 kg gross vehicle weight shall be parked or brought into the common property without written consent of the strata council, except when used in delivery to or removal from the premises.
- 40.4 A resident must not permit any watercraft, including boats, canoes, kayaks and trailers for same, to enter or be parked or stored on common property, limited common property or land that is a common asset, unless written approval of the strata council is granted, such approval not to be unreasonably withheld.
- 40.5 A resident must not park uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 40.6 A resident storing a vehicle on the common property, limited common property or on land that is a common asset must have third party liability insurance and must provide proof of such insurance to the Strata Corporation on the commencement date of the storage or on request thereafter.
- 40.7 An owner must not sell, lease or license parking stalls to any person who is not a resident.
- 40.8 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking, zones or in any area not specifically designed as a parking space, nor in a manner which will reduce the width of an access driveway. In accordance with the Fire Marshall's Act no vehicle shall be parked anywhere along fire routes.
- 40.9 Any resident's vehicle parked in violation of bylaw 40.8 will be subject to removal by a towing company authorized by strata council, and all costs associated with such removal will be charged to the owner of the strata lot.



- 40.10 A resident or visitor must not use any parking area or any other common property, unless designated for such use in a bylaw or rule, as a work area for carpentry, renovations, repairs (including sawing, drilling and the use of any adhesive or hardening compounds) or for significant work on vehicles, such as major maintenance, repairs or adjustments, as determined by the strata council acting reasonably.
- 40.11 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- 40.12 A resident or visitor must not smoke while in the parking area including inside a vehicle.
- 40.13 A resident must wash a vehicle in the location designated by the Strata Corporation for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area. While washing, a resident must keep audio volume low.
- 40.14 A resident must not park or store any vehicle that excessively drips oil or gasoline. A resident must provide suitable materials to absorb any dripped oil, gasoline or other automotive residue and regularly remove such absorbent materials. Vehicles that in the opinion of the strata council acting reasonably continuously spill or leak oil or gasoline in excessive amounts will be prohibited from parking on common property, limited common property and land that is a common asset until the vehicle is repaired.
- 40.15 Vehicles operated on common property, limited common property and land that is a common asset must be operated in accordance with the provisions of the Motor Vehicle Noise Abatement By-law (4338) of the City of Vancouver.
- 40.16 Common Property rental parking stalls shall be available for rent at a monthly rental rate as set out in the rules from time to time.
- 40.17 Nothing can be stored in the parking garage other than insured motor vehicles, bicycles, tricycles, folding shopping carts, car roof racks and car mountable bicycle racks, unless permitted by the rules. Bicycles, tricycles, folding shopping carts, car roof racks and car mountable bicycle racks and other permitted items kept in a parking space shall not cause the motor vehicle(s) parked in the space to project beyond the line of columns. If this bylaw is violated a written warning shall be given requiring the resident to immediately remove the items in violation of this bylaw. If the violation is not remedied within seven days of delivery of the written warning a fine shall be levied every seven days until the violation is remedied.
- 40.18 An inoperable vehicle shall not be stored in the parking garage unless otherwise approved by strata council, such approval not to be unreasonably withheld. A vehicle shall be considered inoperable if, other than for reasons of an unforeseen temporary emergency, the engine, wheels, tires or other parts have been removed, the vehicle is incapable of being driven under its own motor power, has one or more flat tires, has one or more missing windshield or window, or has one or more windshield or window broken to the extent that visibility is limited so as to make driving such vehicle unsafe. If this bylaw 40.18 is violated, a written warning shall be given requiring the owner or resident to immediately remove or immediately remedy the cause of the violation of this bylaw. If the violation is not remedied within thirty (30) days of delivery of the written warning, a fine shall be levied

every seven (7) days until the violation is remedied and the vehicle may be removed at the strata lot owner's expense.

- 40.19 (a) Owners and residents shall be required to move any vehicles upon 30 calendar days' notice for non-emergency reasons such as maintenance, cleaning or other reasonable purposes, such notice to be posted in mail room and elevator access on main and parking levels. Upon expiration of the notice period, for any vehicles not moved, a fine may be levied and the vehicle moved or removed at the strata owner's expense.
- (b) Owners and residents shall be required to move any vehicles immediately for emergency purposes. Strata Council, Property Manager or Resident Manager will make reasonable effort(s) to contact the owner or resident in such situations, however, acting reasonably, the vehicle may be required to be moved or removed at the strata owners expense in order to resolve the emergency.
- 40.20 Subject to Bylaw 40.3, vehicles that project beyond the line of columns must be parked as close to the concrete wall or separating lines as possible and no other items can be stored in the parking space which impede the ability to park as close to the wall as possible.
- 40.21 More than one vehicle can be parked in a parking space provided that no vehicle projects beyond the line of columns.
- 40.22 Bicycle racks must be removed from a vehicle if the bicycle rack or vehicle would otherwise project beyond the line of columns

## **MOVING**

### **41. Moving**

- 41.1 Residents shall pay a non-refundable fee of \$550 in advance before moving into the building at least 48 hours prior to the move. For greater clarity, no fee will be charged for a move out.
- 41.2 All moves shall take place between 9 a.m. and 6 p.m., Monday through Friday and 10 a.m. to 5 p.m. on Saturdays, Sundays and statutory holidays.
- 41.3 Residents shall apply at least 7 days in advance to the resident caretaker, or property manager if the resident caretaker is away, for a time period for their move. Time periods for moves will be allocated on a "first come first served" basis such that no more than one move occurs during any time period.
- 41.4 Elevator keys will not be issued without prior arrangements for collection of the keys having been made with the resident caretaker, or property manager if the resident caretaker is away, at least 7 days in advance of the move.
- 41.5 Residents shall not use the elevator to move furniture and large appliances or other household effects unless the protective pads have been installed in the elevator or unless the household effects are packed in cardboard or other protective material so that the interior of the elevator cannot be damaged.

- 41.6 Residents using the elevator during a move must ensure that the elevator service key is used to control the elevator and that the doors are not jammed or propped open in any manner.
- 41.7 Only one elevator can be locked out and used for a move.
- 41.8 Residents must ensure that the entrance doors are not left open, ajar or unattended and that furniture, appliances, boxes and other household effects are not left piled in the elevator lobby area or the entrance area.
- 41.9 Residents must ensure that all common areas including hallways and elevator lobby areas are vacuumed immediately upon completion of the move.
- 41.10 Residents shall make best efforts to avoid damage to common property during their move.
- 41.11 Residents shall be responsible for the repair of any damage to common, property caused by their move. including damage to doors, walls, hallways, elevators,
- 41.12 Bylaws 41.2 to 41.11 apply to residents who are not moving into or out of Pacific Cove when:
- (a) receiving deliveries of new furniture and appliances;
  - (b) removing used furniture and appliances from Pacific Cove;
  - (c) undertaking any other moves that require dedicated use of an elevator; or
  - (d) moving between strata lots.
- 41.13 The Strata Corporation shall levy a fine of \$200 against the owner of the strata lot for any contravention of Bylaws 41.1 to 41.11 (inclusive).
- 41.14 For moves into and out of the building the Strata Corporation will hire a security guard to control access into the building during the move.

## **APPEARANCE OF STRATA LOTS**

### **42. Cleanliness**

- 42.1 Residents must not allow a strata lot to become unsanitary. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot or on limited common property or common property.
- 42.2 Residents must ensure that household refuse and garbage is securely wrapped and tied in plastic before being carried through common property. Garbage shall be placed in the garbage chutes or in the containers provided for that purpose in the garbage room.
- 42.3 Residents shall not put loose garbage especially bottles and cans in garbage chutes.
- 42.4 Recyclable materials shall be placed in the areas designated by the Strata Corporation. All boxes must be flattened before disposal in the appropriate bin.

- 42.5 No furniture shall be put in garbage bins or in the garbage room.
- 42.6 Residents shall not dispose of any material other than ordinary household refuse and garbage in the garbage room and shall dispose of materials other than ordinary household refuse and garbage at the appropriate City facility.
- 42.7 Residents shall not leave garbage in the rooms where the garbage chutes are located.
- 42.8 Residents shall not use garbage chutes between 10 p.m. and 7 a.m. on weekdays and 10 p.m. and 9 a.m. on Saturdays, Sundays and statutory holidays.
- 42.9 Residents must take all reasonable measures to manage condensation in their strata lots so that condensation does not cause wetting or saturation of drywall or lead to accumulations of mould.

## **RESIDENTIAL RENTALS**

### **43. General Provisions for Residential Rentals**

- 43.1 Owners who intend to rent or lease a strata lot must take note that all assessments, fines or other charges assessed pursuant to the bylaws are levied by the Strata Corporation against the owner of the strata lot and it is the owner's responsibility to pay the same to the Strata Corporation and to pay for all assessments levied in respect of contravention of the bylaws by a tenant or occupant of the strata lot.
- 43.2 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the Strata Corporation and a Notice of Tenant's Responsibilities in Form K.
- 43.3 Within two weeks of renting a strata lot, the owner must give the Strata Corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.
- 43.4 A tenant shall not sublet a strata lot to a subtenant unless the tenant has been assigned the powers and duties of the landlord in accordance with sections 147 and 148 of the Act and the owner and the tenant have met all of the requirements of those sections. This bylaw shall not be construed to prevent a tenant from sharing the strata lot with the other persons named by the owner pursuant to bylaw 6.2.
- 43.5 Owners and their agents shall not advertise rentals -in the exterior notice board provided for real estate signs pursuant to bylaw 37.1.
- 43.6 The Strata Corporation shall levy a fine of \$200 against the owner of the strata lot for contravention of bylaws 43.3 and 43.4.
- 43.7 No Owner or tenant shall permit a Residential Strata lot to be used under a tenancy agreement, contract or license arrangement for transient, vacation, hotel or commercial purposes, including, without limitation, the rental or licensing of a Strata lot arranged through VRBO, Premier Executive Suites, Airbnb, or any newspaper, magazine or web based residential home rental service.

**44. Not Used**

**45. Rental Restrictions**

- 45.1 The number of strata lots that may be rented at any one time shall be limited to 25, but strata lots that are exempt from rental restrictions under Sections 142 and 143(2) of the Act shall not be counted within that limit.
- 45.2 Bylaw 45.1 shall not apply to a strata lot that is occupied by a strata authorized tenant on March 17, 2011 until the strata lot is sold or re-occupied by the owner.
- 45.3 Subject to bylaw 45.4 an owner wishing to rent a strata lot must apply in writing to the strata council for permission to rent before entering into a tenancy agreement.
- 45.4 An owner who wishes to rent a strata lot and who asserts that they have a right to an exemption pursuant to Section 142 or Section 143(2) of the Act must file documentary proof with the Strata Corporation that they are exempt from the rental restriction bylaws.
- 45.5 If the number of strata lots rented at the time an owner applies for permission to rent has reached the limit stated in bylaw 45.1, excluding exempt strata lots pursuant to Section 142 and Section 143(2) of the Act, the strata council shall refuse permission and notify the owner of the same in writing, as soon as possible stating that the limit has been reached or exceeded, as the case may be, and place the owner of the strata lot on a waiting list to be administered by the strata council based upon the date of the request for permission to rent.
- 45.6 If the limit stated in bylaw 45.1 has not been reached at the time the owner applies for permission to rent a strata lot, excluding exempt strata lots pursuant to Section 142 and Section 143(2) of the Act, the strata council shall grant permission and notify the owner of the same in writing as soon as possible.
- 45.7 If an owner's application for permission to rent is refused by the strata council pursuant to bylaw 45.5 then the owner may apply to the strata council for an exemption from the rental restriction on the grounds of hardship pursuant to Section 144 of the Act.
- 45.8 An owner granted permission to rent a strata lot must exercise the permission to rent within 90 days from the date that the strata council granted same, otherwise the permission expires. During the 90 days immediately following the grant of permission, the strata lot shall be deemed rented for the purposes of the limit stated in bylaw 45.1.
- 45.9 If an owner leases a strata lot in contravention of bylaws 45.1 or 45.3, the owner shall be subject to a fine of \$500.00 and the Strata Corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the Strata Corporation in enforcing the rental restriction bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner by the Strata Corporation.

## **VISITORS AND CHILDREN**

### **46. Children and Supervision**

- 46.1 Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level that, in the reasonable determination of a majority of the strata council, will not disturb the rights of quiet enjoyment of others.
- 46.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level that, in the reasonable determination of a majority of the strata council, will not disturb the quiet enjoyment of others.
- 46.3 Residents are responsible to assume liability for and properly supervise activities of children including, but not exhaustively, bicycling, skateboarding, hockey, and use of the Health Club.
- 46.4 The children of residents or visitors shall not be permitted to play in hallways or in other parts of the common property inside the building where the children playing will interfere with the rights of other residents to the quiet enjoyment of their strata lots, the common property, limited common property and common assets.

### **47. Miscellaneous**

- 47.1 A resident or visitor must not smoke on the common or limited common property or land that is a common asset, including but not limited to lobbies, hallways, parking garage, driveways, walkways, balconies, patios, front and rear entrance ways, gardens and open spaces.
- 47.2 A resident or visitor must not use or store barbecues on common property other than:
- on the patio outside of the social room and gym for the period that the social room has been reserved pursuant to the Rules; and
  - on limited common property.

Only barbecues fuelled by propane or natural gas shall be used subject to the following:

- (a) Barbecues shall be positioned so that there is a clearance of 300 mm or more from any EIFS wall, door or tempered glass railing;
- (b) Barbecues shall be operated so that the temperature within the barbecue does not exceed 275 degrees Celsius;
- (c) Notwithstanding bylaws 47.2.a and 47.2.b damage to EIFS walls, doors, and tempered glass railings or any other parts of the building exterior made subsequent to the passage of this bylaw as a result of using barbecues at Pacific Cove will be repaired by the strata corporation and charged back to the owner of the strata lot; and

- (d) Use of the barbecue, and in particular the smoke emanating from the barbecue, does not interfere with the reasonable enjoyment by other residents of their strata lots or common property.
- 47.3 A resident or visitor must not hinder, encumber, restrict or use for any purpose other than ingress to and egress from a strata lot, any common property including sidewalks, entrances, exits, loading space, entrances, passageways, stairways, lobbies or halls. Hindrance and restriction includes the keeping of personal items and garbage.
- 47.4 A resident or visitor must not wear or use recreational devices including but not limited to hover boards, scooters, inline skates and skateboards on any common area inside the building or in the underground parking area.
- 47.5 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.
- 47.6 Subject to bylaw 37.1, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, without the prior written approval of the strata council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 47.7 A resident may post notices on the bulletin board designated by the strata council, subject to being removed by the strata council if deemed inappropriate or posted for in excess of one week.
- 47.8 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- 47.9 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
- 47.10 A resident must ensure that drapes or blinds visible from the outside of the building are cream or white in colour. Aluminum foil shall not be used to cover any windows or patio doors.
- 47.11 A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 47.12 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. With the exception of the foregoing, the placing of items on limited common property balconies or patio areas shall be limited to free standing, self-contained planter boxes or containers, summer furniture and accessories, and storage boxes. Planters, pots, window boxes and the like shall not be placed on the tops of walls on balconies or decks on the outside of the safety railing. Planters, pots, window boxes and the like may be hung on the safety railing provided that they are designed and manufactured to straddle the railing. Planters, pots, window boxes and the like may be hung on the outside of the safety railing provided that they are secured by a steel hanger or strap specifically designed and manufactured to prevent the planter, pot,

window box or the like from falling due to a strong wind or an earthquake. Residents shall ensure that dirty water and soil from planters, pots, window boxes and the like does not: fall onto decks, balconies or patios below; stain the outside of the building; or otherwise damage common property. If this bylaw is violated or a written complaint is received from another resident about soil or dirty water falling from planters, pots, window boxes and the like, a written warning shall be given requiring the resident to immediately remedy the violation. If the violation is not remedied within seven days of receipt of the written warning, or if there is a further written complaint, the contravening items shall be removed by the resident within 24 hours of written notification by the strata council and if not removed by the resident within 24 hours of said written notification a fine shall be levied each seven days until the violation is remedied.

- 47.13 Balconies, patios and decks shall not be used for storage. Material shall not be stored on common property and limited common property including decks, patios and balconies. If items are stored in violation of this bylaw or, the items shall be removed by the resident within 24 hours of notification by the strata council and if not removed within 24 hours of notification by the strata council will be removed by the strata council at the owner's expense.
- 47.14 A resident shall not cause damage to trees, plants, bushes, flowers, planters, or lawns on common property or land that is a common asset and shall not place chairs, tables or other objects on lawns, planters or ground that is common property or a common asset so as to damage them or prevent growth.
- 47.15 If a resident wishes to put up festive lights and/or decorations on the exterior of the building or that are visible from the exterior of the building, including Christmas lights and decorations, such lights and decorations shall be put up no earlier than 30 days prior to the start of the festival and shall be removed no later than 15 days after the end of the festival.
- 47.16 Pursuant to Section 65 of the Act the Strata Corporation may provide information to owners and tenants by one or more of the following:
- (a) Posting the information on the bulletin board above the mail boxes or such other location as may be designated by the strata council from time to time and recorded in the minutes of the strata council meetings; or
  - (b) Leaving copies of documents on a table in the mailroom for collection by owners and tenants.
- 47.17 Residents shall not permit ivy, creepers or any other plants adhere to any part of the exterior of the building. Residents shall locate and prune such plants so that they are a minimum distance of one half meter (0.5 m) from any part of the exterior of the building.
- 47.18 Residents and/or contractors or trade persons shall not tamper with, obstruct, block or disconnect smoke alarms or heat alarms or any Strata Corporation owned security equipment (including surveillance cameras), in any manner that will interfere with the proper functioning of that alarm or equipment. A fine of \$200 shall be levied by the Strata Corporation for any contravention of this bylaw.



- 47.19 No resident or visitor shall trespass on limited common property to which another owner is entitled to exclusive use or occupation, including parking stalls, balconies, patios, decks and lockers.
- 47.20 If any resident or visitor marks or defaces the interior walls or floors of the common property, exterior walls of the building, elevator, etc., such damage will be repaired at the expense of the resident. If the resident is a renter the owner of the strata lot shall be liable for the cost of cleaning which shall be added to the amounts due by the owner.
- 47.21 Residents shall take all necessary precautions to reduce fire hazards and nothing shall be brought onto or stored in a strata lot or on common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy. Any articles deemed by the strata council to be in violation of this rule shall be removed at the owner's expense.
- 47.22 Nothing, especially burning material such as cigarettes, matches or fireworks, shall be permitted to fall out of or be thrown from any window, door, balcony or other part of a strata lot or the common property.
- 47.23 Satellite dishes are permitted for placement on balconies, provided that they are not affixed to any part of the building or structure, no wires shall penetrate through the building envelope, and that they are not visible from the building exterior.
- 47.24 Pools, hot tubs and the like shall not be located on limited common property.
- 47.25 Owners and residents are reminded that members of strata council are volunteers working in their spare time to the best of their abilities in the interests of the building and owners. Any requests or issues for discussion with strata council shall be made in writing, in a courteous, respectful and non-personal manner, and deal only with the facts of the issue or request. Any correspondence received that contains comments that are made in a discourteous, negative, condescending and/or personal manner will not be considered or reviewed by strata council.

#### **48. Short Term Exclusive use of Common Property**

- 48.1 The terms and conditions for the short term use exclusive use of common property including the amounts of payments (user fees) and the due dates for the payment of such user fees shall be as set out in the rules as may be established and amended by the strata council from time to time.
- 48.2 Parking stalls or lockers that are designated on the strata plan as common property and common property bicycle racks may be rented to owners for their own use, or to owners for the use of their tenants, for a period not exceeding 12 months.
- 48.3 Rentals made pursuant to bylaw 48.2 are limited by the Act to one year, but may be renewed by the strata council for a further period of 12 months at the discretion of the strata council acting reasonably.
- 48.4 Residents wishing to use a bicycle rack shall apply to the property manager for permission to rent a rack and permission will be granted if a rack is available. Residents must register

the make, model and colour of the bicycle that will be stored in a rented rack. User fees for the use of bicycle racks shall be payable in advance from the date the rental is arranged through the property manager to the end of the fiscal year, and thereafter in an annual payment on the first day of the fiscal year for the following 12 month period. Unregistered bicycles stored in racks and bicycles stored in racks for which the user fees have not been paid may be removed, or parts thereof may be removed, by the Strata Corporation and held by the Strata Corporation until registration or payment is made as applicable.

- 48.5 Failure to pay user fees when due shall be a contravention of the bylaws.
- 48.6 The approved short term use expires at the end of each calendar year but may be renewed by council; it may be cancelled for non-payment of the rental fee, failure to apply for renewal, or non-use of the parking stall, locker or bicycle rack as applicable.
- 48.7 Short term exclusive use is not transferable, that is:
- (a) When an owner sells a strata unit the short term exclusive use of any parking stall, locker or bicycle rack owned by the Strata Corporation is not transferred to the new owner.
  - (b) When a rental agreement terminates the short term exclusive use of any parking stall, locker or bicycle rack owned by the Strata Corporation is not transferred to the new renter.
- 48.8 Short term exclusive use of common property shall not be granted to any owner that owes the Strata Corporation any amount whether for fines, special levies, user fees, monthly strata fees, or any other purpose.

## **RULES OF ORDER FOR GENERAL MEETINGS**

### **49. Rules of Order**

#### **49.1 General**

- (a) The purpose of a general meeting is to ascertain the opinion of the owners on the items of business coming before the meeting. Orderly discussion is necessary to understand matters being brought forward that require a vote and to make an informed decision. For order to exist some control must be established and some rules must be laid down.
- (b) The purpose of these Rules of Order is to expedite business, co-ordinate the discussion, allow all owners the opportunity to enter into the discussion, and to keep discussion relevant.
- (c) It is permissible for the Chair to modify the rules to promote quick passage of routine matters. For example, for certain standing orders of business, like approving the agenda or the minutes of the last meeting, the Chair may simply ask if there is unanimous consent, and if there are no verbal objections, record the item as passed without dissent. If anyone raises an objection, then a formal motion is required.

## 49.2 Order of Business

- (a) The order of business will be the agenda circulated with the Notice of Meeting and will be approved or amended as the first item of business.
- (b) Amendments to the agenda circulated with the Notice of Meeting may only change the order of business or add new business.

## 49.3 Motions

- (a) One of the cardinal principles of parliamentary procedure is that without a motion and question, there is no debate. There must be a defined subject placed before the owners, otherwise there can be no question nor discussion and all remarks are irrelevant. Before any question may be discussed at a meeting, it must be submitted in the form of a motion, which is moved by one member and seconded by another. The motion is then debatable and may be accepted, amended, withdrawn or rejected.
- (b) Matters on the agenda are decided by a majority vote, unless the Strata Property Act or Regulations require otherwise.
- (c) The wording of a resolution requiring a  $\frac{3}{4}$  vote as circulated with the Notice of Meeting can be amended only if such changes are not substantial and the changes are approved by a  $\frac{3}{4}$  vote prior to the resolution being voted on.

## 49.4 Speaking to a Motion

- (a) Debate on any motion will be limited to 15 minutes unless a motion to extend debate is moved, seconded and carried by a simple majority of the owners present at the meeting.
- (b) An owner will be permitted to speak only if and when the Chair has recognized that owner. All remarks must be directed to the Chair.
- (c) In order to gain recognition, any owner wishing to be heard must, hold up their hand and wait to be recognized by the Chair.
- (d) (Once recognized by the Chair an owner must stand, if convenient, and before speaking to the motion must state their name and suite number.
- (e) Each owner or owner representative will be limited to two minutes.
- (f) Any owner who has spoken to a motion once cannot, without the express permission of the Chair, to be given or withheld at the sole discretion of the Chair, speak again, except:
  - (i) To explain their previous remarks, if misunderstood;
  - (ii) In the case of a mover or seconder, and only at the request of the Chair, to answer questions from the floor directed to the Chair;

- (iii) If there is no other owner that wishes to speak to the motion and has not yet spoken.
- (iv) At the end of the debate to respond to contrary points raised by other speakers in the course of discussion.
- (g) Where there are two or more owners of a strata lot present only one owner representing the strata lot may speak on any given matter unless the owners hold contrary positions on the matter.

#### 49.5 Similar Motions

- (a) No motion or amendment which is the same or substantially similar to a previous motion or amendment voted upon by the meeting may be put to the same meeting or any subsequent session of the same meeting, as determined by the Chair.

#### 49.6 Amendments

- (a) Amendments to a motion may be proposed at any time during the discussion. No amendment may be entertained which has the effect of nullifying the main motion. Any amendment must be relevant to the subject matter of the motion and may amend it in only one of the following ways:
  - (i) By leaving out certain words;
  - (ii) By adding certain words;
  - (iii) By deleting certain words and replacing them with others; or
  - (iv) By amending an amount contained in the motion.
- (b) In order that discussion may be confined within reasonable bounds, not more than two amendments may be before the meeting at one time. However, as soon as one amendment has been accepted or rejected, another may be proposed, provided that it is sufficiently different from one already defeated.

#### 49.7 Withdrawal of Motions and Amendments

- (a) A motion or amendment may be withdrawn with by:
  - (i) The Chair if there are no verbal objections, or
  - (ii) If anyone raises an objection to the proposed withdrawal of the motion by the Chair, then the motion or amendment cannot be withdrawn unless a motion to withdraw is duly moved, seconded and carried by the applicable majority, i.e. a motion or amendment requiring a simple majority can be withdrawn by a simple majority but motion or amendment requiring a 75% vote can be only withdrawn by a 75% vote.
- (b) Amendments must be withdrawn in reverse order, i.e. a second amendment must be withdrawn before the first amendment can be withdrawn.

#### 49.8 Tabling of Motions

- (a) A motion to table is not debatable and requires only a simple majority. If the motion is to table only until a particular time, the motion is debatable as to time only.
- (b) A tabled motion comes up automatically at the appointed time, or, if indefinite as to time, it remains tabled until such time as another motion stating "that the former motion now be considered" is carried. This motion is not debatable and only a simple majority is required in this case.

#### 49.9 Questions

- (a) If an owner wishes to ask a question or seek clarification in respect of a subject currently before the meeting, the owner must so state upon recognition by the Chair.
- (b) The owner cannot proceed without the Chair's permission.
- (c) Such questions are to be directed to the Chair and are not to be used to discuss the merits of the subject then before the meeting.

#### 49.10 Interruption of Speaker

- (a) No one is permitted to interrupt any owner who has been recognized by the Chair and who has the floor, except upon recognition by the Chair upon a Point of Order.

#### 49.11 Voting on Motions and Amendments

- (a) The vote on the motion or the amendment, as applicable, will be taken:
  - (i) After a reasonable opportunity for discussion of a motion, in the opinion of the Chair, and when no other person is holding the floor, a motion may be made that "the question be now put"; the motion cannot be debated or amended. If such motion is passed, the main motion or amendment, as the case may be, will then be voted upon without further amendment or debate; or
  - (ii) If the Chair considers that debate has been completed and there is no objection to proceeding with the vote; or
  - (iii) After the time limit specified in section 49.4(a) has expired.
- (b) Voting on motions and amendments is done in the reverse order in which they are made:
  - (i) On the amendment to the amendment, or the second amendment
  - (ii) On the amendment
  - (iii) On the motion, or on the motion as amended

Note: carrying of the amendment does not carry the motion, and the motion, as amended, must be voted upon.

- (c) If an owner abstains from voting, it means that the owner has decided not to exercise their right to vote – it does not indicate either a yes or no vote on the question, but simply “no vote”. Abstentions do not affect the quorum requirements as set out in the By-laws.

#### 49.12 Points of Order

- (a) If an owner feels that improper language has been used, an irrelevant argument introduced, or a rule of procedure broken, that owner is entitled to "rise to a point of order", interrupting the speaker.
- (b) The point of order must be stated definitely and concisely. The Chair will rule on the point of order, without debate, although the Chair may ask opinions.
- (c) The owner raising the point of order may appeal the Chair's ruling. If so, the Chair states the decision of the Chair and the point of appeal, then puts the question (which is not debatable): "Will the decision of the Chair stand as the judgment of the meeting?" A simple majority determines the issue. This merely settles a point of procedure, and is not a vote of confidence in the Chair.
- (d) An owner who disrupts the meeting, after two warnings may be requested to leave the meeting if confirmed by a simple majority of those eligible to vote at that meeting. He/she may pass their voting card(s) to a representative to vote on their behalf, which transfer of voting right(s) must be recorded in the minutes of the meeting.
- (e) An owner who is requested to leave the meeting pursuant to rule 49.12(d) may be forcibly removed at the request of the chair if they refuse to leave the meeting.

#### 49.13 Procedures Not Covered

- (a) Should a matter of procedure arise that is not covered by these rules, the Chair has the right to rule on how it will be handled.

#### 49.14 Adjournment

- (a) A motion to adjourn may be moved at any time. It is not debatable except if its intent is to adjourn to a time other than the next general meeting, when discussion is permitted on that point only. The motion requires a simple majority, and if passed, the meeting ends; if rejected the meeting continues.
- (b) The Chair, at his or her discretion, may refuse to put a motion for adjournment if, in the opinion of the Chair, the motion is offered for the purpose of obstructing the meeting, or will make completion of the orders of business to be considered by the meeting before its final adjournment impossible.

## **50. Video Surveillance**

50.1 The Strata Corporation has installed and operates surveillance cameras on the Common Property for monitoring Common Property to:

- (a) Reduce the risk of injury or harm to Residents;
- (b) Reduce the risk of damage to, or theft of, property;
- (c) Deter unauthorized entry; and
- (d) Record, investigate and obtain evidence of any theft, vandalism, break and enter, nuisance, damage, loss or injury.

50.2 Surveillance cameras are located:

- (a) Above the enterphone at the main front door viewing southwest;
- (b) Inside the main ground floor lobby viewing the main front door;
- (c) Inside the main ground floor lobby viewing the rear door;
- (d) In the mailroom lobby viewing the mail boxes;
- (e) Above the parking ramp viewing the first gate to the parking garage from outside;
- (f) In the enterphone at the first gate viewing driver side of vehicles;
- (g) At visitor parking viewing the inside gate to the parking garage and the car wash area;
- (h) In parking level 1 viewing the driving lane by the entrance door to the elevator lobby;
- (i) In parking level 2 viewing the driving lane by the entrance door to the elevator lobby;
- (j) In the south stairwell viewing the entrance door from the ground floor corridor and the second-floor stairwell;
- (k) In the north stairwell viewing the entrance door from the ground floor corridor;
- (l) In the gym viewing outside windows; and
- (m) Inside the garbage room viewing the entry door.

50.3 Data from the surveillance cameras will be held and used as follows:

- (a) Data will be stored on a computer located in a room, which is locked and protected by an alarm whenever the room is unoccupied;

- (b) Real-time data from the surveillance cameras will be available to the offices of the Strata Corporation's security monitoring company to permit viewing of data in response to alarms received by the monitoring company, however, such data will be retrieved from the computer in the resident caretaker's office and not stored off site;
- (c) Data will not be used for the purposes of conducting daily reviews;
- (d) Data will not be used for the purposes of enforcing bylaw infractions, except for infractions that compromise the purposes listed in Bylaw 50.1;
- (e) Except as laid out in Bylaw 50.3(f), data will be permanently destroyed after 30 days;
- (f) If the Strata Council resolves to retain data for a purpose contemplated in Bylaw 50.1, the Strata Council will record such resolution in the minutes of the Strata Council meeting and will:
  - (i) Retain such data as long as deemed necessary; and
  - (ii) Provide the data to the police where necessary in the opinion of the Strata Council.
- (g) Data will be viewed by those persons designated by the Strata Council, which may include the Strata Corporation's resident manager, members of Strata Council and the Strata Corporation's property Manager.

50.4 The Strata Corporation makes no representations or warranties that any of the surveillance cameras will be fully operational at any time. The Strata Corporation is not responsible to an Owner, resident or visitor for any cost, loss or damage whatsoever related to a failure of any or all of the surveillance cameras to operate for any reason, including but not limited to a failure resulting from negligence or lack of maintenance or repair.

50.5 Bylaw 47.18 applies to surveillance cameras.

50.6 If the Strata Council deems necessary additional cameras can be installed by passing a Rule at a Strata Council meeting, provided that the additional cameras are for a purpose contemplated in Bylaw 50.1.