

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

Council meetings

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

Voting at council meetings

- 18 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes, along with the names of the council members moving and seconding any resolutions.

Council to inform owners of minutes

- 19 The council, or property manager if applicable, must supply owners with the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 21 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) The strata corporation may make an expenditure out of the operating fund or contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or prevent significant loss or damage, whether physical or otherwise, to a maximum of \$10,000.00, even if the proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting.

Limitation on liability of council member

- 22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Starting a Small Claims action

- 23 (1) The council may sue under the Small Claims Act, subject to the limits then imposed by the Small Claims Act, against an owner or other person or business to collect money owing to the strata corporation, including money owing as a fine, without the need to obtain authorization referred to in Section 171(2) of the Act.

Division 4 – Enforcement of Bylaws and Rules

Maximum fine

- 24 The strata corporation may fine an owner or tenant a maximum of
 - (a) \$200.00 for each contravention of a bylaw, and
 - (b) \$50.00 for each contravention of a rule.

Continuing contravention

- 25 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.

Division 5 – Annual and Special General Meetings

Person to chair meeting

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

Participation by other than eligible voters

- 27 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 28 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
 - (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
 - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
 - (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
 - (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
 - (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

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

Division 6 – Voluntary Dispute Resolution

Voluntary dispute resolution

- 30 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Marketing Activities by Owner Developer

Display lot

- 31 (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

Additional Bylaws

Rental Bylaw

- 32 (1) The strata corporation shall limit to zero the number of strata lots within the strata plan that may be rented or leased by a strata lot owner, except
- (a) to a member of the owner's family as set out in the regulations, or
 - (b) where prohibition of rentals causes hardship to the owner.
- (2) In the event an owner wishes to rent a strata lot under the provisions of 1 (b) the owner must apply in writing to the strata corporation for an exemption, providing details of the hardship caused to the owner and the length of time of the rental. The length of the exemption may be limited by the strata corporation. If the exemption is granted the owner must give to the strata corporation prior to renting:
- (a) the name, address and phone number, including the business phone number if applicable, of each tenant who will occupy the strata lot;
 - (b) the address and phone number, including the business phone number, of the owner while the strata lot is rented;
 - (c) the commencement date of the tenancy.
- (3) Within 2 weeks of renting the strata lot the owner must give the strata corporation a copy of the Notice of Tenant's Responsibilities in the prescribed form (Form K).
- (4) The strata corporation may cancel an exemption to the rental prohibition
- (a) in the event the tenant or tenants named by the owner cease to occupy the strata lot, or

- (b) in the event the owner or tenant fails to comply with the provisions of the Act or the bylaws, rules and regulations of the strata corporation for a period of 30 days after Notice of Non-compliance has been mailed to the owner and tenant by the strata corporation.

Moving and Other Transit Activities

- 33 (1) All moves into or out of the building, and the transit of materials, equipment, large tools, furniture, appliances, etc., for the purpose (hereinafter referred to as "Other Activities") through the common areas of the building including the lobby, elevator, hallways, etc., shall be subject to the following regulations and as particularly detailed by the council's then current and relative notice on this subject.
- "Other Activities" shall include, but not necessarily be restricted to, in-suite renovations, alterations, improvements, re-carpeting, sheet flooring, hard tile and marble work, etc., and the delivery and/or removal of furniture and appliances, etc.
- (2) An Owner shall provide the council or its duly appointed agent prior notice of each intended move into or out of the building and any "Other Activities" defined above.
- (3) All such transit activities through the building's common areas are restricted to the period between 8:00 A.M. and 8:00 P.M. No major moves are to take place on Christmas Day.
- (4) A non-refundable fee of \$100.00 shall be levied against the owner for each move into and out of a strata lot, excluding "Other Activities".
- (5) The cost in excess of the fee of any significant or major damage to the building's common areas occasioned by a move or transit for "Other Activities" will be charged to the owner.
- (6) Owners, and their mover, contractor, or helper, must conform to the council's required procedures for operating the elevator with a "manual" elevator key, and for minimizing the time it will be out of service and unavailable to the building's residents.
- (7) Owners and their contractors will be fully liable for any claims relating to transit and/or their work within the building, as detailed in paragraph (1) above. The strata corporation shall have no liability in such instances.

Dealings with Common Property, Limited Common Property or Individual Strata Lots

- 34 (1) A permanent signpost has been installed on the common property where real estate sale signs measuring 8 inches by 24 inches are to be displayed. All real estate sale signs are to be professionally made.
- (2) No other signs are to be placed on or in any strata lot, common property or limited common property without the prior written consent from council.
- (3) With respect to balconies, the only items that are allowed to be visible from the street are:
- (a) tables and chairs
 - (b) roll-up sun screens, neutral in colour, kept in good repair, attached to the bottom of the balcony above
 - (c) barbeques
 - (d) potted plants
 - (e) hanging flower baskets
 - (f) a wall mounted light(sconce, carriage light, etc.)
 - (g) a string of decorative Christmas lights
 - (h) a Canadian flag
- (4) The following items are not allowed to be visible from the street:
- (a) laundry of any description

(b) any structure or furniture other than listed in section 3(a) and (c) above, that is more than 6 inches higher than the top of the balcony railing

(c) the display of any other item

5) Bird feeders, bird feed, or the feeding of birds are not allowed on common or limited common property

Window Coverings

35 (1) An Owner shall not hang or allow to be hung drapery or window coverings within the interior of the strata lot which are not white or 'neutral' in colour when viewed from the exterior of the building.

Structural Additions

36 No Owner may make or cause to be made any structural alteration or addition to a strata lot without first having the design and specifications of such alteration or addition approved in writing by council. If such alteration does not affect the structural integrity of the building, and does not interfere with the rights of other Owners, such approval shall not be unreasonably withheld. Any alteration or addition made by an Owner without such approval may be restored or removed by council or its duly authorized representative or representatives, and any costs incurred by the strata corporation as a result thereof shall forthwith be paid by such Owner to the strata corporation.

Balcony and Patio Enclosures

37 As the appearance of the building can be affected by these forms of installations the council requires a review of the proposed construction drawing and proposal.

(1) PROCEDURE:

- (a) The owner shall apply in writing to the council requesting permission to glass enclose the limited common property balcony or patio.
- (b) Within 30 days of receipt of the application, the council shall meet to consider same, and if the balcony/patio designated complies with the development permit, the application shall not be reasonably denied.
- (c) The council shall, upon approval of the application, provide to the owner written confirmation together with necessary copies of the strata plan showing the strata lot in relationship to all other strata lots, the limited common property balcony/patio in relationship to the strata lot, and the development permit number.

Additionally, the council shall provide to the owner for signature a "Balcony/Patio Enclosure Release Document" in the form contained in subsection (2).

- (d) The owner shall apply to the Building Department of the City of Vancouver for a building permit to glass enclose the limited common property balcony/patio. (A presentation of the letter and copies of the strata plan noted in subsection (c) will be required.)
- (e) Upon receipt of the building permit, the owner shall return to the council the "Balcony/Patio Enclosure Release Document" for execution.
- (f) Subsequent to completion of the Document, the owner shall provide to the council proof of the required insurance as well as subsequent renewals thereof on an ongoing basis.

(2) THIS AGREEMENT made as of the _____ day of _____, 20_____.

BETWEEN: _____

of Suite # _____ - 1775 West 11th Avenue, in the City of Vancouver, in the Province of British Columbia, V6J 2C1;

(hereinafter called the "Owner")

AND: The Owners, Strata Plan VR. 104, a Strata Corporation created under the Strata Titles Act, S.B.C., 1970, and amendments thereto having a chief place of business at:

1775 West 11th Avenue, in the City of Vancouver, in the Province of British Columbia;

(hereinafter called the "Corporation")

WHEREAS

A The Owner is the registered Owner of Strata Lot _____ (hereinafter called the "Unit") described as:

City of Vancouver,

Parcel Identifier: _____

Strata Lot _____,

District Lot 526,

Strata Plan VR. 104

together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as show on Form 1.

B The Owner has requested permission to enclose the limited common property balcony/patio attached to the Unit in accordance with policy and procedure guidelines of the Corporation and has submitted to the Corporation the proposed construction drawings and proposal (hereinafter called the "Proposal") for the said enclosure, (the said balcony/patio as enclosed by the said enclosure is hereinafter called the "Enclosure");

C The Corporation has agreed to the Owner's request on condition that the Owner execute and deliver this Agreement.

NOW THIS AGREEMENT WITNESSES that in consideration of the premises the parties hereto covenant and agree as follows:

- 1 The Corporation grants to the Owner permission to construct the Enclosure in accordance with the Proposal.
- 2 The Owner covenants and agrees to construct the Enclosure in accordance with the Proposal.
- 3 The Owner hereby waives any and all causes of action, damages, claims and demands which he has or may have against the Corporation for damage to the Unit and property in the Unit and for injury to persons in or outside the Unit arising out of or in any way caused by the Enclosure;
- 4 The Owner hereby agrees to indemnify the Corporation from any loss, costs, damages and expenses incurred by the Corporation arising out of or in any way caused by the Enclosure including, without limiting the generality of the foregoing, any loss, damages and expenses incurred as a result of:
 - (a) personal injuries suffered by any person;

- (b) damage to common property, limited common property and other units of Strata Plan VR. 104; and
- (c) damage to property belonging to persons other than the Owner.

5 The Owner covenants and agrees:

- (a) to insure and keep insured, with an insurer acceptable to the Corporation and with loss payable to the Corporation, against public liability not less than \$1,000,000.00 (not to be construed as an additional amount of insurance carried specifically on the balcony enclosure previously held by the Owner), and property damage arising out of the Enclosure and to provide the Corporation with proof of such insurance; and
- (b) if the Owner fails to insure pursuant to Clause 5(a), the Corporation may effect such insurance as it deems proper and the cost of such insurance shall be payable by the Owner forthwith upon demand; and
- (c) to maintain the balcony enclosure and any common property, including the floor, walls and ceiling within the Enclosure. The Owner further agrees to be responsible for costs of cleaning the windows of the Enclosure.

6 The Owner acknowledges that he is solely responsible for obtaining any necessary building permits for the Enclosure.

7 Whenever the singular or the masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate as the context may require.

8 If the Owner comprises more than one person, all covenants and liabilities entered into or imposed upon the Owner shall be joint and several.

9 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

SIGNED, SEALED and DELIVERED)

by the Owner in the presence of:)

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The COMMON SEAL of the)

Strata Corporation was hereunto)

affixed in the presence of:)

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C/S