

**THE REGENCY**  
**STRATA PLAN NW 2556**  
**1250 MARTIN STREET**  
**BYLAWS**

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 1 PAGES

- Your electronic signature is a representation by you that:
    - you are a subscriber; and
    - you have incorporated your electronic signature into
      - this electronic application, and
      - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
  - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
    - the supporting document is identified in the imaged copy of it attached to this electronic application;
    - the original of the supporting document is in your possession; and
    - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

## 1. CONTACT: (Name, address, phone number)

The Owners, Strata Plan NWS2556

c/o Cleveland Doan LLP

1321 Johnston Road

White Rock

BC V4B 3Z3

Attention: Shawn M. Smith  
604-536-5002

Document Fees: \$25.37

Deduct LTSA Fees? Yes ☐

## 2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

## 3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR NWS2556

Related Plan Number: NWS2556

# Strata Property Act

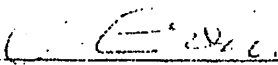
## FORM I

### AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan NW2556 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual or special general meeting held on September 10, 2014

"As of October 1, 2015, each owner(s) became responsible for window pane replacement, and to this end owners should include "windows" in their home-owners policies"

  
Signature of Council Member

28 SEP 2014

  
Signature of Second Council Member (not required if council consists of only one member)

## NEW WESTMINSTER LAND TITLE OFFICE

Jul-23-2013 10:58:19.001

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

CA3248875

PAGE 1 OF 8 PAGES

- Your electronic signature is a representation by you that:
    - you are a subscriber; and
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      - this electronic application, and
      - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
  - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
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    - the original of the supporting document is in your possession; and
    - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Marnie Gunther  
GH4FJE

c=CA, cn=Marnie Gunther  
GH4FJE, o=Notary,  
ou=Verify ID at  
www.juricert.com/  
LKUP.cfm?id=GH4FJE

1. CONTACT: (Name, address, phone number)  
CLEVELAND DOAN LLP

1321 Johnston Road

White Rock

BC V4B 3Z3

Telephone: 604-536-5002

Document Fees: \$24.20

Deduct LTSA Fees? Yes ☒

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:  
Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

NO PID NMBR STRATA PLAN NW2556

Related Plan Number: NWS2556

The Regency, NW2556  
1250 Martin Street  
White Rock, BC., V4B 3W3

## **GENERAL NOTICE – REGISTERED BYLAWS**

30 July 2013

Please find the recently registered bylaws attached (8 pages). These bylaws are related to renovations of suites in Regency.

Omer

***Strata Property Act***

**FORM I**


**AMENDMENT TO BYLAWS**

*(Section 128)*

The Owners, Strata Plan NW2556 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on June 26, 2013:

New Bylaws enacted as per attached schedule.

  
\_\_\_\_\_  
Signature of Council Member

  
\_\_\_\_\_  
Signature of Second Council Member (not required if council consists of only one member)

6.

- (1) Subject to subparagraph (3), an owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration, change, upgrade or improvement (hereinafter referred to as "an alteration") to a strata lot.
- (2) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration, change or improvement or attaching anything to (hereinafter referred to as "an alteration") the common property, including limited common property.
- (3) An owner, tenant, or occupant need not request or obtain the written approval of the strata corporation for those items set out in column A of Schedule A to this bylaw.
- (4) Subject to subparagraph (5), the strata corporation must not unreasonably withhold its approval under subsection (1) [strata lot], but as a condition of its approval, it may require the owner, tenant or occupant to:
  - (a) present design drawings and specifications of the work to be done (and where appropriate, have the same approved by an engineer or architect) pertaining to the proposed alteration;
  - (b) obtain all necessary permits and governmental approvals and provide copies thereof to the strata council prior to commencing the work.
  - (c) present a proposed schedule for carrying out the work and completing the alteration (and comply with the same);
  - (d) provide proof of third party liability insurance in an amount specified by the strata corporation;
  - (e) provide such other information as may be reasonably requested by the strata council; and
  - (f) in the case of a tenant or occupant making the request, provide written approval of the request by the owner.
- (5) The strata corporation must not grant approval for those items set out in column C of Schedule A to this bylaw except where approved by a  $\frac{3}{4}$  vote of the owners.
- (6) Subject to subparagraph (5), the strata corporation may require as a condition of its approval under subsection (2) [common and limited common property] that the owner of the strata lot for whose exclusive use the limited common property is designated and/or the tenant or occupant making the request:
  - (a) present design drawings and specifications of the work to be done (and where appropriate, have the same approved by an engineer or architect) pertaining to the proposed alteration;
  - (b) obtain all necessary permits and governmental approvals and provide copies thereof to the strata corporation prior to commencing the work;

- (c) present a proposed schedule for carrying out the work and completing the alteration (and comply with the same);
- (d) provide such other information as may be reasonably requested by the strata council;
- (e) have the owner of the strata lot enter into a written agreement that they shall be responsible for any future repair and maintenance costs relating directly or indirectly to the alteration. The owner shall, prior to transferring title to the strata lot cause any future owner to agree in writing to be bound by the terms of such agreement;
- (f) post a performance bond of sufficient value (as determined by the strata council acting reasonably) to ensure that the work is completed and to repair any damage to the common property;
- (g) provide proof of third party liability insurance in an amount specified by the strata council or the section executive (as the case may be); and
- (h) in the case of a tenant or occupant making the request, provide written approval of the request by the owner.

(7) When carrying out any work approved pursuant to this bylaw, including items set out in the attached Schedule "A", an owner, tenant or occupant (and their trades where applicable) must:

- (a) only perform work between the hours of 8:00 am and 5:00pm on weekdays and the hours of 10:00 am and 5:00pm on Saturdays. No work shall be performed on a Sunday or any statutory holiday;
- (b) ensure that all work is done to a standard and is of a quality consistent with that of the rest of the building and provide adequate supervision and oversight of the work;
- (c) use only licensed and qualified trades when carrying out work on the electrical, plumbing, heating and fire suppression systems;
- (d) comply with the *British Columbia Building Code* and all other applicable regulations;
- (d) ensure that all trades have coverage under the *Workers Compensation Act*;
- (e) provide the strata council with a list of all trades that will be carrying out work in relation to the alteration, including their names and contact information;
- (f) provide the owners, tenants and occupants of the strata lots immediately adjacent to the strata lot in question with notice at least 24 hours in advance of starting the alteration, that work will be carried out to the strata lot and/or the common property and on what days;

- (g) take all reasonable steps in the circumstances to minimize any disruption to any other owner, tenant or occupant;
- (h) ensure the installation of the elevator blankets when having materials delivered and using the elevator to do so;
- (i) place protective coverings on the floors, door frames and corners the hallways when material is being delivered and immediately clean up all dust, debris or garbage left on the common or limited common property as a result of the alteration;
- (j) not deposit any debris or garbage resulting from the alteration in the garbage bin;
- (k) promptly repair and make good any damage caused to the common property or another strata lot as a result of the alteration;
- (l) not permit a lien to be filed against any other strata lot as a result of or arising out of the alteration, and in the event that a lien is registered, take all steps necessary to have the same removed immediately;
- (m) not penetrate the surface of the floor nor create excessive vibration such that it would cause damage to the enclosed in-floor heating system piping<sup>1</sup>;

<sup>1</sup>Damage to the Poly-B piping, such as puncturing, cracking or loosening of the fittings would result in leakage with very serious consequences.

- (n) not store (even temporarily) materials, tools, waste or any item related to the alteration on the common property; and
  - (o) comply with the guidelines set out in Section 2 of Schedule A to this bylaw.
- (8) Where an owner, tenant or occupant has been given permission to carry out an alteration, the owner of the strata lot in question shall indemnify and save harmless the strata corporation for all costs, charges and expenses (including legal fees on a solicitor and own client basis) incurred by the strata corporation which relate to or arise out of the alteration.
- (9) Where an owner, tenant or occupant is in breach of any provision or requirement of subsection (4), (6) or (7) the strata corporation may issue a notice to the owner, tenant or occupant carrying out the alteration to cease all work on the alteration until the breach is remedied and the owner, tenant or occupant to whom the notice is delivered shall comply with the same.
- (10) The strata corporation at an owner's expense, may return to its previous condition any alteration which has been made and has not been approved.

## **SECTION 1 - CATEGORIES**

The Regency classifies redecoration/renovation/reconstruction work into 3 columns: A, B & C respectively as follows:

A: No approval required

B: Approval required

C: Not allowed

	A	B	C
1. Painting of walls, ceiling and interior doors.	X		
2. Removal and/or application of wall paper.	X		
3. Painting and/or staining of counters cabinets and vanities (applies to kitchen, laundry/utility room and bathrooms).	X		
4. Re-carpeting (floor coverings for the 1 <sup>st</sup> floor as well as the 2 <sup>nd</sup> and 3 <sup>rd</sup> floors are covered in the existing bylaws).	X		
5. Replacement of faucets.	X		
6. Replacement of interior doors within a strata lot	X		
7. Replacement of light fixtures.	X		
8. Replacement of heat and smoke detectors providing the original locations are unchanged	X		
9. Replacement of sinks (provided they remain at the original locations)	X		
10. Replacement of toilets (provided they remain at the original location)	X		
11. Replacement of fireplace ( meaning the manifold, heating box and circulating fan). This will not be construed as reconstruction of the fireplace.		X	
12. Replacement of kitchen and laundry/utility room cabinets and bathroom vanities		X	
13. Replacement of kitchen counters		X	
14. Removal of partition walls that do not contain any wiring or piping.		X	
15. Plumbing or electrical work		X	
16. Replacement of shower and/or bath tub providing the original location of the drains and piping are not relocated/altered/modified in any way and there is no direct impact on concrete floors, walls or ceiling (eg. any kind of jack hammer or manual chisel/hammer).		X	
17. Alteration/modification of electrical panel.		X	

18. Replacement of existing tile and or marble in the kitchen, bathrooms and the entrance areas providing that new tiles and or other hard floor material is laid on top of the existing ones.		X	
19. Repair of tiles		X	
20. Removal of gyprock that exposes internal services or is adjacent to other suites or common property (e.g. hallways, outside exterior)			X
21. Anything that alters the original building plans or changes location of original building services (ie. electrical, water, cable, etc).			X
22. Removal of partition walls that contain wiring and/or piping.			X
23. Removal or modification of load bearing walls and/or columns			X
24. Alteration/modification of all in-floor heating system components (not including thermostats)			X
25. Removal of closets.			X
26. Alteration/modification or interference with gas piping.			X
27. Addition of any gas appliance.			X
28. Replacement of exterior doors (except where damaged)			X
29. Replacement of windows and patio doors (except where damaged)			X
30. Balcony railings			X
31. Exterior cladding or finishes			X
32. Wood frame construction			X
33. Removal of existing tile and or marble floor in the kitchen, bathrooms and the entrance areas			X

## SECTION 2 - GUIDELINES

This section specifies the guidelines that must be observed when undertaking work classified under "Column B" in SECTION 1.

- a) During the course of work, the unit owner(s) will ensure that his/her contractor maintains a fully charged, properly sized ABC fire extinguisher within the unit. Further, smoke detectors, heat detectors and carbon monoxide detectors must be maintained 'active' by the unit's owner(s) during the entire redecoration/renovation period.
- b) Common areas must be protected at all times. The effected hallway(s), stairway(s) and elevator must be totally covered (wall to wall) for protection. Plastic or paper may not be used as covering material because its slippery nature poses a potential hazard. After each work day, the covering material must be rolled back and all affected common areas must be cleaned.

- c) The outside doors of Regency may be kept open only under the direct supervision of an owner or the owner's agent due to security issues.
- d) There can be no interference with access by other owners to the building during the course of the work.
- e) The water ingress into the frame of the panoramic windows must be allowed to flow outside (meaning no sealing or painting of outside sills where the frame meets the sills).
- f) No tradesman, construction worker, etc. is allowed in the workshop, mechanical room, elevator room or electrical rooms of The Regency without Council's supervision.
- g) Approved work that necessitates direct impact on concrete (floor, ceiling or walls) must be done in a single half hour session during the entire permit period and during 11am – noon on a week day. For such repair work, it will be the owners' responsibility to write a notice and distribute it to all 12 units 2 working days before the work commences.
- h) Plumbing work that requires water (hot and/or cold water) disruption to any other unit must be completed in two 1 hour sessions during the permitted period, on a week day between 10am to noon. For such work, it will be the owners' responsibility to write a notice and distribute it to all 12 units 2 working days before the work commences.
- i) Redecoration/renovation work must be scheduled in conjunction with Strata's all other pre-planned projects (e.g. painting of building) that affects the whole building. Pre-planned projects will carry the overriding priority.
- j) The Regency is a self-administered building on volunteer basis. The Council members may be available Monday to Friday and 9am to 5pm during normal work days and by appointment only. Simply knocking on a door or ringing the doorbell without appointment will be ignored.

*Strata Property Act*  
**FORM I**  
**AMENDMENT TO BYLAWS**  
(Section 128)

The Owners, Strata Plan NW 2556 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on October 1, 2001.

"The owners, Strata Plan NW2556 approve the repeal of all registered bylaws and the adoption of the standard form bylaws of the *Strata Property Act* as amended and numbered one (1) through thirty-eight (38)".

  
.....  
Signature of Council Member

  
.....  
Signature of Second Council Member (not required if council consists of only one member)

**(SIGNATURE REQUIRED IN BLACK INK)**

- \* Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

**SCHEDULE OF STANDARD BYLAWS - NW2556 (The Regency)****Division 1 - Duties of Owners, Tenants, Occupants and Visitors****Payment of strata fees**

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Interest shall be charged on overdue strata fees (including special levies) and shall be calculated at ten percent (10%) per annum, compounded annually.
- (3) Strata fees not received by the tenth day of the month in which they are due are subject to a \$50.00 fine, which is in addition to any interest charged under bylaw 1(2).

**Repair and maintenance of property by owner**

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

**Use of property**

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal,
  - (e) unreasonably increases the risk of fire, or
  - (f) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan, namely as residential premises.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

- (3) The patios, decks and balconies of each strata lot must not be used for the purpose of storage. Only patio furniture, barbeques and potted plants shall be placed on the patios, decks or balconies.
- (4) Hanging baskets or other such items must be hung so that they are within 3 feet of the perimeter of balconies and patios.
- (5) All draperies visible from the outside of the building shall be white or off-white in colour so as not to detract from the appearance of the building. No other items may be displayed in any window;
- (6) No object such as signs, advertising, notices, or laundry shall be erected or displayed on the limited common property or a strata lot such that it may be visible from the exterior of the strata lot except real estate For Sale signs which do not exceed 8 inches by 24 inches in size and are mounted on the display post designated by council.
- (7) No awning, shade screen, satellite dish, radio or television antenna, air conditioner or other such apparatus shall be hung from or attached to the exterior of any strata lot (including the limited common and common property), without the prior written approval of the council.
- (8) An owner, tenant or occupant must not:
  - (i) Throw or shake any items from any window, patio or balcony.
  - (ii) Use any part of the common or limited common property (other than a designated storage locker and subject to Bylaw 3(3)) for the purpose of storing goods.
  - (iii) Use a barbeque or hibachi on the limited common property unless it is heated by propane or electricity.
  - (iv) Feed animals or birds from the common or limited common property or a strata lot.
  - (v) Bring a bicycle onto the common property other than the parking garage and must store it in the designated bicycle storage.

## **Pets**

- 4 (1) An owner, tenant or occupant shall not keep any mammals or reptiles on or about their strata lot, the common property or the limited common property.

## **Inform strata corporation**

- 5
- (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
  - (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

## **Obtain approval before altering a strata lot**

- 6
- (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
    - (a) the structure of a building;
    - (b) the exterior of a building;
    - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
    - (d) doors, windows or skylights (including casings, frames and sills) on the exterior of a building, or that front on the common property;
    - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
    - (f) common property located within the boundaries of a strata lot; or
    - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
  - (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but as a condition of its approval, it may require an owner to:
    - (a) present design drawings and specifications pertaining to the proposed alteration;
    - (b) ensure that all work is done to a standard and is of a quality consistent with that of the rest of the building;
    - (c) obtain all necessary permits and governmental approvals and provide copies thereof to the strata corporation; and
    - (d) Provide proof of third party liability insurance in an amount specified by the strata corporation.
  - (3) The strata corporation, at an owner's expense, may return to its previous condition any alteration which has been made and has not been approved.

## **Obtain approval before altering common property**

- 7
- (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

- (2) The strata corporation may require as a condition of its approval that the owner must:
- (a) present design drawings and specifications pertaining to the proposed alteration;
  - (b) ensure that all work is done to a standard and is of a quality consistent with that of the rest of the building;
  - (c) obtain all necessary permits and governmental approvals and provide copies thereof to the strata corporation;
  - (d) enter into a written agreement that they shall be responsible for any future repair and maintenance costs relating directly or indirectly to the alteration. The owner shall, prior to transferring title to the strata lot cause any future owner to agree in writing to be bound by the terms of such agreement; and
  - (e) Provide proof of third party liability insurance in an amount specified by the strata corporation.
- (3) The strata corporation, at an owner's expense, may return to its previous condition any alteration which has been made and has not been approved.
- (4) Approval must not be granted for the installation of indoor-outdoor carpeting on decks, balconies or patios.

#### Permit entry to strata lot

- 8 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
  - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

#### Moving

- 9 (1) A move-in fee of \$100.00 will be assessed to a strata lot each time owners, tenants or occupants move into the strata lot. The said fee shall become due and payable at the same time as the following month's strata fees.
- (2) Seventy-two (72) hours notice of a move-in or move-out must be given.

- (3) Removal of all boxes and waste which is a result of the move is the responsibility of the owner(s), tenant(s) or occupant(s) moving in. Costs incurred by the strata corporation in removing such items will be charged to the strata lot.

## **Garbage**

- 10** Any articles or material other than normal household garbage and recyclables must be removed by, and at the expense of, the owners, tenants and occupants of the strata lot from which the articles or materials originated. All normal household garbage must be properly bagged and cardboard must be flattened before being placed in the designated containers.

## **Parking**

- 11** (1) An owner, tenant or occupant (herein a "Resident") must only use the parking space which is specifically assigned to the strata lot in which he or she resides, and no other person shall use such parking space without the owner's permission.
- (2) A Resident must not park their vehicle on the common property.
- (3) A parking space assigned to a strata lot must not be rented or leased to non-residents.
- (4) Residents must ensure that the garage door has returned to a fully closed position before leaving the entrance area.
- (5) No repairs to motor vehicles may be made in parking garage except in an emergency.
- (6) Items other than a motor vehicle must not be stored in parking spaces.
- (7) The allotted parking space must be kept clean and tidy by the Resident to whom it is assigned.
- (8) Motor vehicles dripping oil, gasoline or any other fluid may, at the discretion of the council, be prohibited from entering upon the common property including the parking garage until repaired. Owners of motor vehicles causing floor stains or leaving fluids shall, upon notice of the council, clean up all drippings including stains or, failing to do so within seven days, the strata corporation may do so and the costs of such cleaning shall be assessed as a charge against the owner of the strata lot to whom the parking space is assigned. Drip pans placed under vehicles must be metal.
- (9) Unlicensed vehicles must be covered by insurance for third party liability, and a copy of the said insurance must be delivered to the council. If evidence of

insurance on the unlicensed vehicles is not provided to council, and the Resident to whom the parking space has been assigned has been requested in writing to provide a copy but has not done so within a reasonable time, the council may arrange to have the unlicensed vehicle removed from the parking garage and the cost of removal shall be charged to the owner of the strata lot to whom the parking space has been assigned and become due and shall be payable with his next monthly maintenance fee.

- (10) Commercial vehicles, recreational vehicles, trailers and boats shall not be parked on common or limited common property.

## **Division 2 – Powers and Duties of Strata corporation**

### **Repair and maintenance of property by strata corporation**

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

## **Acquisition and Disposal of Personal Property**

- 13** For the purposes of section 82(3) of the Act, the strata corporation may acquire or dispose of personal property up to and including \$2,000.00 in value without approval by way of a resolution passed by a 3/4 vote.

## **Division 3 - Council**

### **Council size**

- 14** (1) The council must have 3, 5 or 7 members.

### **Council Membership**

- 15** (1) An owner of a strata lot whose strata fees are in arrears for more than sixty (60) days is ineligible for election to the council.
- (2) An owner of a strata lot who is a member of the council and whose strata fees are in arrears for more than sixty (60) days must resign from council.

### **Council members' terms**

- 16** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.

### **Removing council member**

- 17** (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

### **Replacing council member**

- 18** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council must appoint a replacement council member for the remainder of the term, unless there is no person who is willing to fill the position.

- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

## **Officers**

- 19
- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
  - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
  - (3) The vice president has the powers and duties of the president
    - (a) while the president is absent or is unwilling or unable to act, or
    - (b) for the remainder of the president's term if the president ceases to hold office.
  - (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

## **Calling council meetings**

- 20
- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
  - (2) The notice does not have to be in writing.
  - (3) A council meeting may be held on less than one week's notice if
    - (a) all council members consent in advance of the meeting, or
    - (b) the meeting is required to deal with an emergency situation, and all council members either
      - (i) consent in advance of the meeting, or
      - (ii) are unavailable to provide consent after reasonable attempts to contact them.

## **Requisition of council hearing**

- 21** (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

## **Quorum of council**

- 22** (1) A quorum of the council is
- (a) 1, if the council consists of one member,
  - (b) 2, if the council consists of 2, 3 or 4 members,
  - (c) 3, if the council consists of 5 or 6 members, and
  - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

## **Council meetings**

- 23** (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.

## **Voting at council meetings**

- 24** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president 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.

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

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

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

- 26 (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**

- 27 (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.

## **Unapproved Expenditures**

- 28 For the purposes of section 98(2) the maximum unapproved expenditure, together with all other unapproved expenditures, shall not exceed \$5,000.00.

## **Depreciation Report**

- 29 The strata corporation shall prepare for presentation at each annual general meeting, and for inclusion in the budget, a depreciation report in accordance with the provisions of the Strata Property Act and its regulations, as amended from time to time. The report shall determine the necessary contributions to the contingency reserve fund such that expenditures on repairs and maintenance made from that fund do not deplete it.

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

### **Fines**

- 30 (1) The Strata corporation may fine an owner or a tenant a maximum of:
- (a) \$200.00 for each contravention of a bylaw, other than a rental bylaw;
  - (b) \$500.00 for each contravention of a rental bylaw; and
  - (c) \$50.00 for each contravention of a rule.
- (2) Fines levied by the strata corporation shall be due and owing along with the next installment of strata maintenance fees.

### **Continuing contravention**

- 31 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**

- 32 (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**

- 33 (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.
- (4) A vote for strata lot may not be exercised, except on matters requiring a unanimous vote, if the Strata corporation is entitled to register a lien against that strata lot under s.116.

### **Voting**

- 34
- (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**

- 35 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 - Additional Bylaws

#### Voluntary dispute resolution

- 36 (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.

#### Court Actions

- 37 In accordance with section 171(4) the authorization referred to under section 171(2) is not required for a proceeding under the Small Claims Act. Such proceedings may be commenced with the approval of the council only.

#### Rental Restrictions

- 38 (1) The rental of strata lots is prohibited.
- (2) Should an owner rent a strata lot to a family member (as defined by the Strata

Property Act) or obtain permission under the Strata Property Act to rent on the basis of a hardship that owner must submit a signed Notice of Tenant's Responsibility to the Strata corporation within the time limit allowed under the Strata Property Act.

- (3) An owner who fails to submit a signed Notice of Tenant's Responsibility within the time limit allowed under the Strata Property Act shall be subject to a fine in the amount of \$100.00 for every month or part thereof that the strata lot is rented and the Strata corporation is not in receipt of a signed Notice of Tenant's Responsibility.
- (4) The right to rent a strata lot which has been granted on the basis of hardship under the provisions of the Strata Property Act shall end upon the earlier of:
  - (i) the tenant vacating the strata lot;
  - (ii) the sale or transfer of the strata lot ;or
  - (iii) the expiration of such time period as set by the council upon the granting of permission to rent.
- (5) An owner who rents a strata lot contrary to this bylaw shall be subject to a fine of \$500.00.

## **The Regency – The Owners of Strata Plan NW2556**

**Bylaws that were accepted unanimously during the special general meeting held on 03 December 2009**

### **Age Restriction**

- (1) No person under the age of 55 years shall occupy or reside in a strata lot.
- (2) For the purposes of this bylaw any person remaining in a strata lot for more than 2 months cumulative or consequently in a 4 month period shall be deemed to "occupy" a strata lot.
- (3) Notwithstanding paragraphs (1) and (2) a person who is under 55 years of age and is a spouse of an owner may occupy or reside in a strata lot.
- (4) Notwithstanding paragraphs (1) and (2) a person who is providing care giving services through a licensed in-home care provider or an immediate family member of an owner who is providing care giving services shall not be deemed to be occupying or residing in a strata lot.

### **Hard Surface Flooring**

- (1) Subject to subparagraph (2), an owner, tenant or occupant must not install hard surface flooring (such as but not limited to hardwood, laminate, tile and linoleum) in a strata lot except for the kitchen, bathroom(s) and the entrance foyer.
- (2) Subparagraph (1) shall not apply to any strata lot on the first floor of the building.

### **Insurance Deductible and Damage to Property**

1. The owner of a strata lot shall be obligated to pay to the strata corporation upon demand the amount of any insurance deductible paid by the strata corporation in relation to any claim made under or against the strata corporation's insurance policy, the cause of which claim the owner, a tenant, an occupant of that owner's strata lot or their guest or invitee are responsible for or the source of the damage giving rise to the claim originated in that owner's strata lot.
2. If an owner makes an insurance claim under the strata corporation's insurance policy in relation to any portion of that owner's strata lot which the strata corporation is required to insure for which the owner, a tenant, an occupant of that owner's strata lot or their guest or invitee are responsible for the damage which gave rise to the claim or the source of which originated in that owner's strata lot, the owner shall pay directly any deductible related to such claim.
3. The strata corporation, subject to the terms of the Strata Property Act and these bylaws, shall recover from an owner or tenant (as the case may be) the costs to repair any physical damage to the common property, limited common property or those portions of a strata lot which the strata corporation is required to repair and which is not covered by the strata corporation's insurance policy for which the owner, a tenant, an occupant of the strata lot or their guest or invitee are responsible or the source of which originated in that strata lot. The strata corporation may choose to seek recovery (including suing) from only the owner of a strata lot in relation to damage caused by a tenant or occupant of that strata

lot or their guest or invitee. Nothing in this section shall act to restrict the rights of the strata corporation pursuant to s.133 of the Strata Property Act.

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

**New section (2)**

*For the purposes of this bylaw any person remaining in a strata lot for more than 2 months cumulative or consecutively in a 4 month period shall be deemed to "occupy" a strata lot.*

**New section (4)**

*Notwithstanding paragraphs (1) and (2) a person who is providing care giving services through a licensed in-home care provider or an immediate family member of an owner who is providing care giving services shall not be deemed to be occupying or residing in a strata lot.*

AD227326

RECORDS OFFICE  
WESTMINSTER

FORM 9

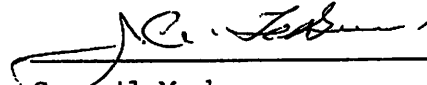
NOTIFICATION OF CHANGE OF BY-LAWS


SECTION 26 (3) (4) 28 (2)

The Owners, Strata Plan NW 2556 (a Strata Corporation) hereby certifies that by Special Resolution duly passed on the 26th day of September, 1990, the by-laws of Part 5 of the Condominium Act, as they applied to the said Strata Corporation, were added to, amended or repealed as follows:

Rental and Pet By-Law as attached

The Common Seal of the Owners, Strata Plan NW 2556 was hereunto affixed on September 1990 in the presence of:-

  
Council Member

  
Council Member

### LEASING BY-LAW

Resolution to amend the By-Laws of The Regency, The Owners Strata Corporation  
NW 2556:

An owner shall not lease/rent his/her strata lot except in accordance with this By-Law.

Pursuant to the Condominium Act R.S.B.C. 1979, Chapter 61, Section 30, no strata lots shall be leased or rented in The Regency.

Notwithstanding, under section 32 of the Condominium Act, the owner must first obtain the approval of Council to rent or lease by submitting a written request to the Strata Council who will hear the appeal within 21 days and give approval or rejection within 7 days of such hearing.

The privilege of renting a strata lot shall terminate upon:

- (a) a tenant giving up possession of a strata lot and an owner taking occupancy of that same strata lot.
- (b) upon the strata lot being sold by the owner.

An owner who rents or allows a tenant to remain in possession of a strata lot contrary to this By-Law shall be assessed a penalty of \$ 500.00 per month which shall be charged to the owner and shall be added to and become part of the assessment of that owner in accordance with Section 127(1) of the Condominium Act R.S.B.C. 1979 and amendments thereto.

Prior to re-renting or re-leasing a strata lot, the owner thereof must first obtain the approval of Council by submitting a written request to the Strata Council.

Prior to approval to rent or lease, an owner will be responsible to provide his/her proposed tenant with the current By-Laws, Rules and Regulations of The Regency Strata Plan NW 2556.

PET BY-LAW

Resolution to amend the By-Laws of The Regency, The Owners,  
Strata Corporation NW 2556.

1) An owner shall not:

- (i) Keep or allow to be kept any dogs or cats within a strata lot or any part of the common property.
- (j) Any owner who permits any dogs or cats in a strata lot or common property contrary to this By-Law shall be assessed a fine of \$100.00 per month which shall be charged to the owner and shall be added to and become part of the assessment of that owner in accordance with Section 127 (1) of the Condominium Act and amendments thereto.

STRATA COUNCIL GUIDELINES  
RE RENTAL OF ANY UNITS


Our recent By Law which disallows rentals of units must still comply with the Condominium Act which requires that Council consider requests made on the basis of hardship.

When such requests are considered the following guidelines will apply:

- (a) Prior to renting, owners or their agents must try selling for a period of 3 months with appropriate effort through advertising and showing. If after that period the unit is not sold, a review of the guidelines with strata council would be required.
- (b) The number of people to occupy the unit must be restricted to two.
- (c) Individual leases must be reviewed and approved by the strata council and a copy of the lease made available to the Chairman.
- (d) If approval to lease is granted, marketing of the property must continue. A copy of the listing must be given to the Chairman.
- (e) No additional rental requests will be considered until the first unit is sold. Only one unit in the complex may be rented at any one time.

October 18, 1990.

The above guidelines were unanimously approved by council.

A handwritten signature, possibly reading 'R. S.', is located in the bottom right corner of the page.