

BYLAWS

It is intended that these bylaws replace and supercede the standard bylaws found under the Strata Property Act S.B.C 1998 c.43 and amendments thereto (herein "the Act").

Division 1 – Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

- 1 (1) An owner must pay strata fees for the entire fiscal year on or before the first day of the month after which the operating budget was passed.
- (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).
- (4) An owner shall indemnify the strata corporation on a solicitor and own client basis for all legal fees, taxes and disbursements incurred by the strata corporation in collecting overdue strata fees and special levies.

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. The maintenance and repair for which the owner is responsible shall include, but is not be limited to, keeping walkways free of debris such as ice and snow, the pruning and care of shrubs, plants and lawns, and generally keeping the same in a tidy state. The standard repair and maintenance shall be that of a reasonably prudent homeowner.
- (3) Where the common or limited common property has been altered by an owner with the approval of the council and it was term or condition of that approval that the owner and subsequent owners be responsible for the costs of the repair and maintenance of that alteration, then an owner who has the use and enjoyment of the altered common or limited common property or benefits from the alteration shall be responsible for the costs of the repair and maintenance of the alteration which would otherwise not have been incurred by the strata corporation.

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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 or fails to observe quiet hours between 10pm and 9am,
 - (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, planter boxes and electric barbeques shall be permitted.
- (4) All draperies visible from the outside of the building shall be of a neutral colour so as not to detract from the appearance of the building nor shall any item which detracts from the overall appearance of the building (acting reasonably) be placed in any window.
- (5) An owner, tenant, occupant or visitor must not smoke on the common or limited common property.
- (6) An owner, tenant or occupant must not alter or remove plants and bushes situated on the common property without the consent of the strata corporation.
- (7) No more than four (4) people shall occupy a strata lot at any one time as their permanent residence.

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Pets

- 4 (1) An owner, tenant or occupant must not keep any 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 2 caged birds;
 - (d) up to 2 cats.
- (2) All pets must be leashed and under the control of their owner while on the common property.
- (3) A pet's owner must remove any waste or excrement left by the pet on the 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) Within 2 weeks of a tenant residing in a strata lot, the owner of that strata lot must provide the strata corporation with the tenant's name, strata lot number and telephone number.
- (3) Each owner shall provide the strata corporation with their current telephone number and mailing address.

Obtain approval before altering a strata lot

- 6 (1) Subject to subparagraphs 2 through 4. An owner, tenant or occupant must obtain the written approval of the strata corporation, acting reasonably, 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 (including the colour and appearance);
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;

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- (g) flooring; or
- (h) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

- (2) The strata corporation, as a condition of its approval, may require an owner, tenant or occupant 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;
 - (d) Provide proof of third party liability insurance in an amount specified by the strata corporation; and
 - (e) in the case of a tenant or occupant making the request, provide written approval of the changes by the owner.
- (3) If approval for an alteration is given, only licensed and qualified trades may carry out work on the electrical, plumbing, heating and fire suppression systems.
- (4) The strata corporation shall not grant permission to an owner to alter the appearance of the exterior of the building.

Obtain approval before altering common property

- 7 (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property.
- (2) The strata corporation may require as a condition of its approval that the owner of the strata lot for whose exclusive use the common or limited common property is designated or the tenant or occupant 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) 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

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- 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) If approval for an alteration is given, only licensed and qualified trades may carry out work on the electrical, plumbing, heating and fire suppression systems.
- (4) The strata corporation shall not grant permission to an owner to alter the appearance of the exterior of the building.
- (5) 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.

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 (including limited 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 Removal of all boxes and waste which is a result of a 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.

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Parking

- 11** (1) An owner, tenant or occupant (herein a "Resident") must park their vehicle(s) in their garage, except for temporary occasions.
- (2) Commercial vehicles, recreational vehicles, trailers and boats shall not be parked on common or limited common property.
- (3) Visitors may park in the driveway of a strata lot, but not for more than 7 consecutive nights.

Division 2 – Powers and Duties of Strata corporation

Repair and maintenance of property by strata corporation

- 12** (1) Subject to Bylaw 2(3) 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) A strata lot but the duty to repair and maintain it is restricted to
 - (i) the structure of a building; and
 - (ii) the exterior of a building.

Division 3 – Council

Council size

- 13** The council must have 2 members.

Council Membership

- 14** Only one owner from each strata lot shall be permitted to be on the council. In the event that there is no owner, due to accident or illness, who is able to sit on the council as representative for a strata lot, the owner(s) of that strata lot may appoint, in writing, a non-owner to sit on council in their place.

Council members' terms

- 15** (1) The term of office of a council member ends with the election of a new council.
- (2) A person whose term as council member is ending is eligible for re-election.

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Replacing council member

- 16 (1) If a council member is unable to act for a period of more than two months, another co-owner of the strata lot shall be appointed to replace that member. In the event that there is no other co-owner, the owner may appoint, in writing, a non-owner to sit on council in their place.

Officers

- 17 (1) The council member representing strata lot 1 shall serve as president and secretary. The council member representing strata lot 2 shall serve as vice-president and treasurer. The following the year, the two shall alternate offices and do so each and every year.
- (2) The vice president has the powers and duties of the president while the president is absent or is unwilling or unable to act.

Limit on Liability of Council Member

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

Calling council meetings

- 19 (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.

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Quorum of council

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

Council meetings

- 21 (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

- 22 (1) At council meetings, decisions must be made by unanimous vote
- (2) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Preparation of minutes

- 23 Minutes must be distributed to all owners within 4 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 24 (1) Subject to subsections (2) to (3), the council may delegate some or all of its powers and duties to one council member 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).



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- (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.

27 (1) The Strata corporation may fine an owner or a tenant a maximum of:

Fines

Division 4 - Enforcement of Bylaws and Rules

- 26 (1) By application in writing, stating the reason for the request, an owner, tenant or occupant 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 two weeks of the hearing.

Requisition of council hearing

- 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.
- (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) Any bank account opened in the name of the strata corporation must have both council members as signatories on the account.

Spending restrictions

- 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.

- (2) Fines levied by the strata corporation shall be due and owing along with the next installment of strata maintenance fees.

Continuing contravention

- 28 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.

Handling of bylaw complaints

- 29 In the event that a complaint is made to the strata corporation that an owner, tenant or occupant has allegedly breached a bylaw or rule of the strata corporation, the matter shall be referred to a third party, chosen with the consent of both strata lots (or failing that to an arbitrator selected by the British Columbia Mediation and Arbitration Institute) who shall decide whether or not a breach has occurred and if so what steps shall be taken by the strata corporation to enforce the bylaw, including the levying of a fine in an amount of the arbitrator's choosing. Nothing in this paragraph shall detract from an owner's or tenant's rights under the Strata Property Act to challenge such decision nor shall it relieve the arbitrator or the strata corporation from complying with the provisions of the Strata Property Act. The costs of the such third party or the arbitrator shall be borne by the owners as a common expense.

Division 5 – Annual and Special General Meetings

Person to chair meeting

- 30 (1) Subject to subsections (2) and (3) 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, including a property manager.



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.
- (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 of the Act.

Order of business

- 32 The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives;
 - (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

Insurance

33 (1) For the purposes of section 149(4)(b) of the Act "major perils" shall include the peril of "earthquake" in addition to those perils listed under Regulation 9.1(2).

(2) The strata corporation, subject to the terms of the Act and these bylaws, may sue an owner, tenant or occupant for damages suffered (including the amount of any insurance deductible paid by the strata corporation) as a result of physical damage caused by that owner, tenant, occupant or their guest to the common property, limited common property or those portions of a strata lot which the strata corporation is required to repair. The strata corporation may choose to sue only the owner(s) of a strata lot over damage caused by a tenant or other occupant of that strata lot.

Court Actions

34 (1) The strata corporation, in enforcing the Act, the bylaws or the rules or in collecting money owed to the strata corporation (including money owing as a fine) against or from one or more owners, tenants or occupants of a strata lot shall (unless the court or arbitrator orders otherwise) be entitled to recover from that owner, tenant or occupant (or one or more of them jointly and severally) its legal costs on a solicitor-and-own-client basis.

Rental Restrictions

35 (1) The rental of strata lots is prohibited except as permitted under s. 142 and 144 of the Act.

(2) Should an owner rent a strata lot to a family member (as defined by the Act) pursuant to s. 142 of the Act, obtain permission under s. 144 of the Act to rent on the basis of a hardship or rent under any other statutory exemption to this bylaw that owner must submit a signed Notice of Tenant's Responsibility to the Strata corporation within the time limit allowed under the Act.

(3) An owner who fails to submit a signed Notice of Tenant's Responsibility within the time limit allowed under the 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.

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- (4) An owner who rents a strata lot contrary to this bylaw shall be subject to a fine of \$500.00.
- (5) For the purposes of this bylaw, the rental of strata lot shall be defined to include occupancy of a strata lot by a person who is not an owner without the owner also residing in the strata lot for a period of greater than thirty (30) consecutive days regardless of whether or not money or other consideration is paid for the right to reside in the strata lot.

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