



**BYLAWS  
STRATA PLAN NW 2502  
OCEAN PARK GROVE**

# NW 2502 OCEAN PARK GROVE BYLAWS

BYLAWS Definitions

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## DEFINITIONS

In these bylaws

"Act means the Strata Property Act, 1998 and the Strata Property Amendment Act, 1999

"bylaw" means a bylaw of the strata corporation

"common expenses" means expenses relating to the common property and common assets of the strata corporation and expenses required to meet any other purpose or obligation of the strata corporation

"common property" means that part of the land and buildings shown on a strata plan that is not part of the strata lot

"contingency reserve fund" means a fund for common expenses that usually occur less often than once a year

"Corporation" means a strata corporation established under section 2

"council" means the members of the strata council of the corporation

"lease" means any agreement whatsoever, whether written or oral, expressed or implied, having a predetermined expiry date or not, between an owner or another person, firm, or corporation respecting possession and/or occupancy of a strata lot  
***Bylaw Amendment – Registered February 19, 2016 – CA4996076***

"limited common property" – there is no limited common property within Ocean Park Grove as defined by the Strata Property Act

***End Amendment***

"occupant" means a person, other than an owner or tenant, who occupies a strata lot

"operating fund" means a fund for common expenses that usually occur either once a year or more often than once a year

"owner" means a person who is shown in the register of a land title office as the owner of a freehold estate in a strata lot

"rule" means a rule adopted and promulgated from time to time by the corporation

"strata lot" means a lot shown on a strata plan

"tenant" means a person who rents all or part of a strata lot

"unit entitlement" means the unit entitlement of a strata lot and indicates the share of an owner in the common property and is the figure by reference to which the owner's contribution to the common expenses of a strata corporation is calculated

- Denotes The Strata Property Act

# Duties of Owners, Tenants, Occupants and Visitors

## 1.0 Payment of strata fees

### ***Bylaw Amendment – Registered February 3, 2011 – BB1742330***

1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate. If an owner fails to pay strata fees levied at the required time, the strata corporation may charge interest at a rate not to exceed 10% per annum compounded annually on all unpaid strata fees as they accumulate. If an owner fails to pay a special levy at the required time, the owner may be fined up to \$50.00 for each month the special levy remains unpaid.

### ***End Amendment***

1.2 Any charges levied by the property management company for N.S.F. cheques or overdue payments will be applied to the owner's assessment and form part of the strata fees.

### ***Bylaw Amendment – Registered February 3, 2011 – BB1742330***

1.3 If after a period of 6 (six) months the strata fees or other charges under Section 116 of the Strata Property Act remain unpaid, the strata corporation may register a lien against an owner's strata lot provided 2 (two) weeks written notice has been delivered by registered letter to the affected Owner(s).

### ***End Amendment***

• 1.4 Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

## 2.0 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.

### ***Bylaw Amendment – Registered February 19, 2016 – CA4996076***

2.2 Repealed.

2.3 Repealed.

### ***End Amendment***

### ***Bylaw Amendment – Registered March 17, 2014 – CA3634528***

2.4 For the purposes of Bylaw 2.0, an owner shall be responsible and must repair and maintain the windows as though those windows were part of the strata lot.

### ***End Amendment***

### ***Bylaw Amendment – Registered March 17, 2014 – CA3634528***

### ***Bylaw Amendment – Registered February 15, 2013 – CA2996030***

2.5 The Strata Corporation shall arrange for and conduct the inspection of all hardwired smoke detectors within strata lots and the clubhouse every second year.

Should a smoke detector fail and require replacement, each strata lot owner shall be responsible to replace the defective smoke detector and advise the Strata Council when the work has been completed.

**End Amendment**

**End Amendment**

### **3.0 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) in the opinion of the strata council causes a nuisance or hazard to another person,
- (b) in the opinion of the strata council causes unreasonable noise,
- (c) in the opinion of the strata council unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (d) is illegal.

3.2 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.

**Bylaw Amendment – Registered February 19, 2016 – CA4996076**

3.3 Owners shall be responsible for any costs resulting from damage to common property caused by themselves, occupants, their visitors or their contractors. Any restoration charges will be added to and become a part of the monthly assessment payment for the month immediately following the date on which the charges were issued, and shall become due and payable on the date of payment of the monthly assessment.

**End Amendment**

3.4 Owners, tenants or occupants shall not install or permit to be installed over or outside any window or door of a strata lot or on the common property, awnings, shades, screens or storm screen doors, without the prior written consent of the Strata Council.

3.5 Window coverings visible from outside a strata lot are only permitted if they are white, beige or neutral in color.

3.6 An owner, tenant, occupant or visitor must not do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on the lawns and grounds or interfere with the maintenance of the grounds generally.

**Bylaw Amendment – Registered March 2, 2010 – BB1146351**

3.7 Repealed

**End Amendment**

3.8 An owner, tenant or occupant shall not erect or fasten to any unit, or the exterior of any building, a television antenna, satellite dish or other appurtenance unless written consent of the Strata Council has first been obtained.

**Bylaw Amendment – Registered February 3, 2011 – BB1742330**

3.9 Christmas lights on the exterior of a strata lot are permitted and can be installed starting the last weekend in November each year and must be taken down no later than January 30<sup>th</sup> of the following year.

**Bylaw Amendment – Registered February 19, 2016 – CA4996076**

3.10 An owner, tenant, occupant or visitor must not feed pigeons, gulls or other birds, squirrels or other animals from a strata lot or anywhere on or in close proximity to the common property.

**End Amendment**

3.11 As there may be increased traffic, use of parking and possible strata insurance considerations, business or commercial use of strata lots or common property is not permitted.

3.12 No trade, business, professional, political or advertising notice or rental sign shall be exhibited on or about the strata lot or common property. Standard size alarm company signs are permitted.

3.13 Repealed

**Bylaw Amendment – Registered February 19, 2016 – CA4996076**

3.14 Sale of Strata Lot

- (a) Real estate agents or owners, in the case of a private sale, may hang an 8" x 24" real estate 'For Sale' sign from the signpost provided by the strata corporation at the main entrance of Ocean Park Grove.
- (b) A general "Strata Lot For Sale" sign may be displayed near the main entrance to the complex. A display case is available at the entrance to the "Clubhouse" for specific details on the residence for sale.
- (c) "Sold" signs may be displayed for no longer than 14 days.

**End Amendment**

**End Amendment**

3.15 Every owner, tenant or occupant of a strata lot shall keep the area immediately surrounding the strata lot in a neat and tidy condition. Breaches of this bylaw shall result in the removal of any offending material or the tidying up of the area by the council at the expense of the owner of the strata lot involved.

**Bylaw Amendment – Registered February 19, 2016 – CA4996076**

3.16 An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property or common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by the Strata Corporation as insurance coverage. In such circumstances, and for the purposes of this Bylaw, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and shall be charged to the owner and shall be added to and become part of the assessment of that owner for the month next following the date on which expense was incurred, and shall become due and payable on the date of payment of the monthly assessment.

**End Amendment**

3.17 Nothing shall be done, or permitted to be done, nor shall anything be brought into, or kept in a strata lot which will in any way increase the risk of fire, or increase the rate of premiums of insurance in place by the strata corporation.

***Bylaw Amendment – Registered February 19, 2016 – CA4996076***

3.18 On the sale of their strata lots, owners may not remove any shrubs, trees or other plantings, from common property without strata council approval in writing.

3.19 In the event that the strata corporation or its authorized agent(s) determines that an emergency exists and that damage may be caused to any strata lot or common property, a strata lot owner shall indemnify and save harmless the strata corporation from the expense of a contractor(s) attending the strata unit and/or from any reasonable maintenance, repair or replacement to or in the strata lot, that would otherwise be the responsibility of the owner of that lot, but only to the extent that such expense is not met in the proceeds of insurance carried by the strata corporation.

***End Amendment***

3.20 Each strata lot shall be occupied only as a one-family residence.

3.21 Each strata lot shall limit the number of permanent occupants to 2(two) persons per sleeping room.

3.22 No person less than nineteen (19) years of age may be a permanent resident in any strata lot.

3.23 Where a person less than nineteen (19) years of age is to be a resident in any strata lot for a period in excess of 30 days, the owner shall inform the strata council in writing, and state the expected maximum duration of the residence period. In no event shall the maximum duration of the residence period exceed 120 days in any 12 month period. In extenuating circumstances the Strata Council may extend this period.

3.24 Garage doors must be kept closed at all times when not in use.

***Bylaw Amendment – Registered February 3, 2011 – BB1742330***

3.25 Owners, tenants, or occupants are responsible for ensuring their visitors comply with these bylaws.

***End Amendment***

#### **4.0 Inform Strata Corporation**

4.1 Within 2 (two) weeks of becoming an owner, the owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

4.2 On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

4.3 A strata lot owner may at any time in writing advise the strata corporation of a change of address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner.

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

5.1 An owner must obtain 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, decks, patios or other things attached to the exterior of a building;
- (d) doors, window 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, deck or yard;
- (f) common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act, see Waiver Form;

### ***Bylaw Amendment – Registered February 3, 2011 – BB1742330***

- (h) wiring, plumbing, piping, heating, air conditioning and other services unless performed by licensed, qualified technicians.

5.1.1 Bylaw 5.1 does not apply to alterations or improvements to the interior of the strata lot which, in the opinion of the Strata Council, is unlikely to affect the structural integrity of the building.

5.2 The strata corporation must not unreasonably withhold its approval under bylaw 5.1 but shall require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.

5.3 If an owner, tenant or occupant of a strata lot has altered or modified the strata lot in contravention of bylaw 5.1, the council may authorize an agent to restore the strata lot to its previous condition. Any costs thereby incurred by the corporation as well as any costs attributable to any subsequent damage to the strata lot resulting from such alteration or modification shall be recovered by the corporation from the owner concerned.

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

### ***Bylaw Amendment – Registered February 19, 2016 – CA4996076***

6.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property or common assets.

6.2 An owner, as part of its application to the strata corporation for permission to alter common property or common assets, must:

- (a) submit, in writing, detailed plans and description of the intended alteration;
- (b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council; and



(c) obtain the consent of the strata council under bylaw 6.1.

**End Amendment**

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

- (a) that alterations be done in accordance with the design or plans approved by the Strata Council or its duly authorized representatives;
- (b) that the standard of work and materials be not less than that of the existing structures;
- (c) that all work and materials necessary for the alteration be at the sole expense of the owner;

**Bylaw Amendment – Registered February 19, 2016 – CA4996076**

(d) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property or common assets;

**End Amendment**

(e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.

**Bylaw Amendment – Registered February 19, 2016 – CA4996076**

6.4 An owner who has altered common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.

6.5 An owner who, subsequent to the passage of bylaws 6.1 to 6.3 inclusive, alters common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

**End Amendment**

6.6 On the sale of a strata lot, owners must include all obligations and costs which may be applied relating to alterations in any agreement of sale.

6.7 To remove an approved alteration, an owner must negotiate the terms of removal with the Strata Council.

6.8 The Strata Council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations undertaken by an owner. The strata council may include specified supervision or inspection as a requirement of approval.

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

## **7.0 Permit entry to strata lot**

7.1 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 and to ensure that these bylaws are being observed.

7.2 The notice referred to in bylaw 7.1(b) must include the date and approximate time of entry and the reason for entry.

## **Powers and duties of Strata Corporation**

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

8.1 Subject to Bylaw 2.4 the Strata Corporation must repair and maintain, subject to these bylaws, all of the following:

- (a) common assets of the strata corporation;

***Bylaw Amendment – Registered February 19, 2016 – CA4996076***

- (b) common property;
- (c) doors on the exterior of a building, or that front on the common property;
- (d) a strata lot in strata plan NW 2502, 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, decks, patios and other things attached to the exterior of a building,
  - (iv) fences, railings and similar structures that enclose patios, decks and yards,

**Bylaw Amendment – Registered March 17, 2014 – CA3634528**

(v) doors on the exterior of a building or that front on the common property.

**End Amendment**

**End Amendment**

8.2 The strata corporation shall be responsible for painting the exterior of all doors

8.3 No owner shall be entitled to claim any compensation from the strata corporation for any loss or damage to the property or person of the owner and/or occupant arising from any defect or want of repair of a strata lot, the common property, or any parts thereof.

**Bylaw Amendment – Registered February 19, 2016 – CA4996076**

8.4 Each individual owner is responsible to repair, maintain and replace all appliances and equipment located in their strata lot, included but not limited to the fridge, stove, dishwasher and connecting hoses, garburator and connections, fireplace and/or fireplace inserts, clothes dryer and air filter, clothes washer and connecting hoses, hot water tank, electric baseboard heater, garage door opener and natural gas furnace. Each owner is responsible to arrange and to pay for the maintenance, repair and replacement of but not limited to, the bathtub grouting, caulking, taps, under sink plumbing pipes, toilet seals, water supply tubes and appliance hoses. Failure to repair, maintain and replace items within the care, custody and control of the strata lot owner, as set out but not limited to the above, will be deemed negligence on the part of the strata lot owner and the strata lot owner will be responsible to pay for the costs of any insurance deductible paid as a result of any damage to a strata lot(s), the common property or interior strata lot property caused by the failure.

**End Amendment**

8.5 Subject to these bylaws, the strata corporation shall indemnify and save harmless any owner from loss or damage suffered by that owner by reason of the denial of insurance coverage which the strata corporation, through its conduct or otherwise represented to that owner that the owner was covered for such loss or damage, by insurance obtained by the strata corporation on behalf of The Owners, Strata Plan NW 2502.

8.6 Where the strata corporation is required to enter a strata lot for the purpose of repair and maintenance, the strata corporation and its agent(s) shall in carrying out any work or repairs, do so in a proper and workmanlike manner and shall make good any damage to the strata lot, leaving it clean and free of debris.

8.7 The strata corporation insurance policy may include earthquake coverage, if available, as additional insurance under Section 152 of the Strata Property Act.

8.8 The strata corporation shall, on the written request of an owner or mortgagee of a strata lot, produce to him or her or a person authorized in writing by him or her, the insurance policies effected by or in the name of the Corporation and receipts for the last premiums or rates paid.

8.9 The strata corporation shall make rules consistent with the provisions of these bylaws in relation to the use, enjoyment, safety and cleanliness of the common

property, common facilities, clubhouse or other assets of the corporation, such rules, upon promulgation, to be binding on all owners, tenants, occupants or guests.

***Bylaw Amendment – Registered February 19, 2016 – CA4996076***

8.10 The strata corporation shall do whatever is necessary for the enforcement of the bylaws and the rules of the corporation, and for the control, management and administration of the common property, common facilities or other assets of the corporation generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the bylaws and rules.

***End Amendment***

- 8.11 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.

8.12 The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.

***Bylaw Amendment – Registered February 3, 2011 – BB1742330***

- 8.13 The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a  $\frac{3}{4}$  vote at an annual or special general meeting if the personal property has a market value of more than \$2,000.00.

***End Amendment***

## **Strata Council**

### **9.0 Council of the corporation**

9.1 The council shall consist of not less than four or more than seven members.

- 9.2 No owner or tenant may stand for Council or continue to be on Council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under Section 116 (1) of the Strata Property Act.

9.3 At each Annual General Meeting all Strata Council Members shall retire from office and the Strata Corporation shall elect a new council. A retiring member of Council is eligible for nomination and re-election.

9.4 If a vacancy on Council occurs, the remaining members of the Council may appoint another strata lot owner or tenant to fill the vacancy for the remainder of the term.

9.5 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.

9.6 After removing a Council Member, the Strata Corporation must hold an election at the same annual or special meeting to replace the Council Member for the remainder of the term.

9.7 If a Council Member resigns or is unwilling or unable to act for a period of three consecutive months, the remaining members of the Council may appoint a replacement Council Member for the remainder of the term.

9.8 A replacement Council Member may be appointed from any person eligible to sit on the Council.

9.9 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.

9.10 If all the members of the Council resign or are unwilling or unable to act for a period of two 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 Strata Property Act, the Regulations and the Bylaws respecting the calling and holding of meetings.

• 9.11 Only one owner or tenant of each strata lot shall be a member of the Council at any one time.

• 9.12 The Strata Council must maintain an accurate record of all approved alterations to a strata lot.

***Bylaw Amendment – Registered February 19, 2016 – CA4996076***

• 9.13 The Strata Council must maintain an accurate record of all approved alterations to common property.

***End Amendment***

9.14 The Council shall keep, in one location, or in the possession of a member of the Council, and shall make available on request to an owner or a person authorized, in writing, by an owner:

- (a) an office consolidation of the Act in its latest edition;
- (b) a copy of the bylaws of the corporation and amendments thereto;
- (c) a copy of the current rules and regulations of the corporation
- (d) a copy of all special or unanimous resolutions;
- (e) a copy of all agreements to which the corporation is a party, including (but not limited to) management contracts, master insurance policy, insurance trustee agreements, fidelity bonds, deeds, agreements for sale, leases, licences, easements or rights of way;
- (f) a list of the members of the council;
- (g) a list of the strata lot owners indicating strata lot number, name of owner, unit entitlement, name and address of any mortgagee that has notified the corporation of its interests in a strata lot, name of any tenant or lessee, and a notation of any assignment by the owner to the tenant or lessee;
- (h) a copy of the annual budget for each year; and
- (i) the minutes of a general meetings and of all council meetings.

## **10.0 Officers of the corporation**

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

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

10.3 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.

10.4 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the strata council members may appoint a replacement officer from among themselves for the remainder of the term.

10.5 If the strata corporation employs a management company, then the treasurer is responsible for ensuring that the management company maintains all financial records correctly and issues appropriate balance sheets for presentation at meetings.

• 10.6 A strata council member who has a direct or indirect interest in a contract or transaction with the strata corporation must disclose fully and promptly to the council the nature and extent of the interest, abstain from voting on the contract or transaction and leave the council meeting while the contract or transaction is discussed, unless asked by council to be present to provide information, and leave the meeting while the council votes on the contract or transaction.

10.7 A strata council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the strata council.

10.8 Bylaw 10.7 does not affect a strata council member's liability, as an owner, for a judgment against the strata corporation.

## **11.0 Strata council meetings**

11.1 If the president is absent from any meeting of the council, or vacates the chair during the course of a meeting, the vice-president shall act as the president and have all the duties and powers of the president while so acting.

11.2 If the president and vice-president are both absent, the members present, subject to the provisions of bylaw 14.1, shall from among themselves appoint a president for that meeting, who shall have all the powers and duties of the president while so acting.

## **12.0 Calling strata council meetings**

### ***Bylaw Amendment – Registered February 3, 2011 – BB1742330***

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

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

- (a) all strata council members consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all strata council members either
  - (i) consent in advance of the meeting, or
  - (ii) are unavailable to provide consent after reasonable attempts to contact them.

12.3 The strata council must inform owners about a strata council meeting as soon as feasible after the meeting has been called.

12.4 At the option of the strata council, strata council meetings may be held by electronic means, so long as all strata council members and other participants are able to communicate with each other.

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

12.6 Owners may attend strata council meetings as observers.

12.7 Despite bylaw 12.6, no observers may attend those portions of strata council meetings that deal with any of the following:

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

12.8 All strata council meetings will be conducted generally in accordance with parliamentary procedures, using Robert's Rules of Order.

***End Amendment***

## **13.0 Requisition of strata council hearing**

13.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a strata council meeting.

13.2 If a hearing is requested under bylaw 13.1, the strata council must hold a meeting to hear the applicant within one month of the request.

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

## **14.0 Quorum of strata council**

14.1 A quorum of the strata council is 4.

14.2 Strata council members must be present in person at the strata council meeting to be counted in establishing a quorum.

## **15.0 Voting at strata council meetings**

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

15.2 The results of all votes at strata council meetings must be recorded in the strata council meeting minutes complete with the number of abstentions, the number of votes for, and the number of votes against.

## **16.0 Strata council to inform owners**

16.1 The strata council must distribute to all owners copies of the minutes of all strata council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

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

17.1 Subject to bylaws 17.2 to 17.4, the strata council may delegate some or all of its powers and duties to one or more strata council members, or persons who are not members of the strata council, and may revoke the delegation.

17.2 The strata 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 bylaw 7.3

17.3 A delegation of a general authority to make expenditures must

- (a) set a maximum amount that may be spent, and
- (b) indicate the purpose for which, or the conditions under which, the money may be spent.

17.4 The strata 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.



17.5 The strata council may operate on a committee system. In the event a committee is struck, tenders must be approved by the appropriate committee before being presented to council.

## **Annual and Special General Meetings**

### **18.0 Scheduling and quorum**

- 18.1 The strata corporation must give at least 2 weeks written notice of an annual or special general meeting specifying the place, date and hour of that meeting, and the general nature of any business shall be given to all strata lot owners, tenants and first mortgagees who have notified their interests to the corporation.

- 18.2 Business shall not be conducted at an annual or special general meeting unless a quorum is present.

- 18.3 One third of the persons entitled to vote, present in person or by proxy, constitutes a quorum.

18.4 Notwithstanding Section 48 (3) of the Act, if at the time appointed for a general meeting a quorum of the owners is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members, but in any other case, shall stand adjourned for one-half hour, after which those eligible persons present at that time, in person or by proxy, will constitute a quorum.

- 18.5 The strata corporation may hold a special general meeting at any time after giving notice in accordance with respect to Section 45 (1) of the Act.

- 18.6 Persons holding at least 25% of the strata corporation's votes may, by written demand, require that the strata corporation hold a special general meeting to consider a resolution or other matter specified in the demand.

### **19.0 Person to chair a general meeting**

19.1 Annual and special general meetings must be chaired by the president of the strata council.

19.2 If the president of the strata council is unwilling or unable to chair the meeting, the meeting must be chaired by the vice-president of the strata council.

19.3 If neither the president nor the vice-president of the strata 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.

- 19.4 The strata council shall make all arrangements for the Annual General Meeting of the strata corporation to be held no later than 2 months after the Strata Corporation's fiscal year end.

## **20.0 Participation by other than eligible voters**

20.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

20.2 Persons attending annual or general meetings 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.

20.3 Persons attending annual or general meetings 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.

## **21.0 Voting at Annual or Special General Meetings**

•21.1 At an annual or special general meeting each strata lot owner has one (1) vote.

21.2 At an annual or special general meeting, voting cards must be issued to eligible voters.

21.3 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.

21.4 If a precise count is requested, the chair must decide whether it will be by a show of voting cards, by roll call, secret ballot or some other method.

21.5 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.

21.6 Despite anything in this section an election of strata council or any other vote must be held by secret ballot if the secret ballot is requested by a majority of eligible voters.

21.7 Unless, under the Strata Property Act, a unanimous resolution is required, an owner is not entitled to vote at an annual or general meeting if the corporation is entitled to place a lien against the owner's strata lot.

• 21.8 A person who may vote under Section 54 or 55 of the Act may vote in person or by proxy.

### ***Bylaw Amendment – Registered February 3, 2011 – BB1742330***

• 21.9 A document appointing a proxy

(a) must be in writing and be signed by the person appointing the proxy

(b) may be either general or for a specific meeting or a specific resolution, and may be revoked at any time

(c) a resident may not have more than 5 proxies.

### ***End Amendment***

21.10 – Repealed – *March 20, 2009 – BB0926772*

## **22.0 Order of business**

22.1 The order of business at annual and special general meetings is as follows:

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

## **23.0 Finances**

• 23.1 The common expenses of the corporation shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit entitlement of their strata lot.

• 23.2 The strata corporation shall collect and receive all contributions toward the common expenses paid by the owners and deposit the same in insured accounts with savings institutions in British Columbia and pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of the corporation.

• 23.3 The strata corporation must account for the money in the contingency reserve fund separately from other money of the strata corporation.

• 23.4 The strata corporation must determine the annual contribution to the contingency reserve fund in accordance with section 93 of the Act.

• 23.5 The strata corporation may, after approval by a resolution passed by a  $\frac{3}{4}$  vote at an annual or special general meeting, borrow money required by it to exercise its

powers and perform its duties and may secure under section 111 (2) of The Act the repayment of money borrowed by it and the payment of interest on that money.

23.6 A person may not spend the strata corporation's money unless that person has been delegated the power to do so in accordance with these bylaws.

23.7 Despite bylaw 23.6, a strata 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.

***Bylaw Amendment – Registered March 2, 2010 – BB1146351***

• 23.8 The strata council shall not cause unauthorized expenditures from the approved operating budget in excess of \$5,000.00 (five thousand dollars) over the full course of the fiscal year without authorization by a resolution passed by a  $\frac{3}{4}$  vote at an annual or special general meeting.

***End Amendment***

• 23.9 Despite bylaw 23.8, an expenditure may be made 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.

## **24.0 Pets**

***Bylaw Amendment – Registered February 3, 2011 – BB1742330***

24.1 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) up to two (2) small caged animals;
- (c) up to two (2) caged birds;

***Bylaw Amendment – Registered February 17, 2015 – CA4236557***

(d) two indoor cats (use a litter box) shall be permitted;

***End Amendment***

(e) repealed.

***Bylaw Amendment – Registered February 19, 2016 – CA4996076***

24.2 An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.

***End Amendment***

24.3 An owner, tenant, occupant or visitor must ensure:

- (a) that all animals are leashed or otherwise secured when on common property or on land that is a common asset;
- (b) all excrement deposited by pets belonging to visitors be removed immediately;
- (c) that no household pet may be allowed to be a nuisance. If the Strata Council considers a household pet to be a nuisance, such pet shall be removed, at the owner's sole expense, from Ocean Park Grove, within 15 days following the service of a notice to that effect by the Strata Council upon the owner of such household pet.

24.4 An owner, tenant or occupant must assume all liability for all actions by a pet, regardless of whether the owner, tenant or occupant had knowledge, notice or forewarning of the likelihood of such action.

**End Amendment**

## **25.0 Rental – Leasing Restrictions**

**Bylaw Amendment – Registered February 15, 2013 – CA2996029**

25.1 Only two (2) strata lots may be rented or leased at any one time, except as otherwise permitted in the Strata Property Act.

25.2 The period of time for which lots may be leased or rented is a minimum of one (1) year and a maximum of three (3) years.

25.3 Owners, tenants or occupants are not permitted to sublet any portion of a strata lot.

25.4 Any owner wishing to rent a strata lot must make application in writing to the strata council. Approvals will be granted by the strata council on a first come basis in the order of the date such applications are received by the strata council. The strata council will consider each application upon receipt and will respond to each application in writing within one week of receipt. The strata council will keep a list of owners who wish to rent their strata lot and the priority of their application, and will advise each owner as soon as their application is accepted.

25.5 Upon acceptance of an application to rent, an owner must rent their strata lot within 60 days from acceptance by the strata council of such owner's application or the acceptance will be automatically revoked.

25.6 Before a landlord rents a residential strata lot, the landlord must give the prospective tenant:

- (a) the current Bylaws and rules;
- (b) Form K – Notice of Tenant's Responsibilities.

25.7 Within two (2) weeks of renting a residential strata lot, the landlord must give the strata corporation a copy of the notice, Form K, signed by the tenant.

25.8 Whereas the strata council grants an exemption to an owner to rent his strata lot on the grounds of hardship, the strata council can specify the length of time that the exemption is granted for. When permission to rent is granted on the grounds of hardship, the owner or executor must rent his strata lot within 60 days, or the exemption is withdrawn.

25.9 An owner in contravention of the rental and leasing bylaws may be fined to a maximum of \$500.00. This fine may be imposed every 7 days during the period of the rental.

**End amendment**

## 26.0 Parking and Vehicle Control

26.1 No vehicle may be operated on the common property at a speed in excess of twenty (20) kilometers per hour.

***Bylaw Amendment – Registered February 3, 2011 – BB1742330***

26.2 Motor vehicles belonging to owners and tenants shall:

- (a) not be parked on the two private entrance roads leading from 17<sup>th</sup> Avenue;
- (b) not be parked in "Visitor" parking areas.

***End Amendment***

26.3 Parallel parking, close to and in front of the garage doors of units, is permitted on an occasional basis only provided someone be available to move the vehicle should an emergency arise. Overnight parking is not permitted.

***Bylaw Amendment – Registered February 3, 2011 – BB1742330***

26.4 Visitor parking is provided on the east side of the main south-to-north entrance road leading from 17<sup>th</sup> Avenue and in the designated visitor parking stalls. Visitors must not obstruct the side roads in violation of the 6-metre-wide (19' 8") access required by the fire regulations of The City of Surrey.

***End Amendment***

***Bylaw Amendment – Registered March 2, 2010 – BB1146351***

26.5 (a) Visitor parking shall be permitted only in the designated visitor parking spaces provided or within the designated garage space of an owner or resident;

(b) Visitors staying more than 5 (five) nights on a continuous basis, or more than 5 (five) nights within a 30 day period, are required to follow the same rules and bylaws concerning parking of vehicles as residents and therefore are not permitted to park in visitor parking unless prior written permission is granted by council;

(c) Owners and residents of strata lots are responsible to ensure that vehicles belonging to their visitor(s) are properly parked in accordance with these bylaws. Fines may be levied against the owner of the lot associated with the visitor(s) vehicle(s).

***End Amendment***

26.6 Owners, tenants, occupants or guests shall not park or permit to be parked within the boundaries of the property, any trailer, camper, truck, or mobile home larger in dimension than a standard passenger vehicle or common pickup truck. Council may approve temporary parking for loading-unloading or cleaning.

***Bylaw Amendment – Registered March 2, 2010 – BB1146351***

26.7 Repealed.

***End Amendment***

26.8 Unlicensed, uninsured or inoperable vehicles are not allowed on common or limited common property.

26.9 An owner, tenant or occupant must not park or store any vehicle that drips oil or gasoline. An owner, tenant or occupant must remove any dripped oil, gasoline or other automotive residue at the owner's expense.

## **27.0 Voluntary dispute mechanism**

27.1 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 Strata Property Act, the Strata Property Act Regulations, these bylaws, or the Owners, Strata Property NW 2502 rules.

27.2 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.

27.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## **28.0 Severability**

28.1 Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

### ***Bylaw Amendment – Registered February 3, 2011 – BB1742330***

28.2 For the purpose of these bylaws, wherever the singular is used, it shall be construed as meaning the plural or body corporate where the context requires and the terms "lease" "rent, rents" "rental arrangement" shall include any and all forms of tenancy or license relating to the occupancy of a strata lot.

***End Amendment***

## RULES - STRATA PLAN NW 2502 OCEAN PARK GROVE

1. The sidewalks, walkways, passages and driveways shall not be obstructed or used for any other purpose than ingress to or egress from the strata lots and parking areas.
2. No part of the common property shall be used for clothes lines, clothes horses, incinerators or garbage receptacles and no strata lot owner or occupant shall leave, place or store any material on the common property of the corporation.
3. Residents must not use patios for storage of items other than outdoor furniture, barbecues, plants in pots or decorative containers and sundry items associated with outdoor patios.
4. Subject to Rule 3, no entertainment such as a group barbecue or picnic shall be permitted on common property except with the prior written consent of the Strata Council.
5. Only plastic or metal garbage containers may be used for roadside pickup, except that plastic bags may be used for garden refuse.
6. Owners, tenants or occupants must not do anything or permit anything to be done that may cause alterations or damage to common garden or lawn areas.
7. Clubhouse - Owners, tenants and occupants who wish to reserve the clubhouse for private functions must make bookings by contacting the person appointed by the strata council with this responsibility. Smoking is not permitted in the clubhouse nor are pets allowed in the clubhouse. The fee for private, exclusive use of the clubhouse shall be a \$50.00 (fifty dollar) cleaning deposit refundable upon satisfactory completion of inspection of the clubhouse by the strata council's appointee. No commercial activity for financial benefit shall be permitted.
8. No owner or occupant shall allow any part of the common property to be used as a recreational area, or allow basketball nets, hockey nets, etc, to be erected, or balls to be bounced against the exterior of any building on the property. Skateboards are not permitted.
9. Garage or similar types of sales by individual residents are prohibited. The strata council may permit at least one (1) garage or similar type of sale to be held for the benefit of all residents only. No relatives or friends are permitted to sell goods or occupy a selling space. The garage sale is to be held at the clubhouse and advertisement or other expenses will be shared equally by those participating.
10. With the exception of annuals, owners and tenants should not plant on **common property**, any trees, shrubs, roses or invasive perennial plants without approval from the Strata Council. Strata Corporation bylaws concerning alterations to common property and the necessity for prior written permission before the alteration is undertaken shall also apply.



11. Removed.

12. From time to time, the Strata receives offers of donations of items for the Clubhouse such as furniture or appliances, and also for grounds and gardens, including trees, plants, statuary, etc. To treat these offers in a consistent manner, Owners shall write to Council describing the item and the purpose of the donation. Council will respond in writing, indicating their decision as to whether the donation will be accepted or not. Donations shall not be dropped off at the Clubhouse without Council approval. (*Ratified at Annual General Meeting of January 10, 2013.*)