

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

**The Owners, Strata Plan VR 62** 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 November 25<sup>th</sup>, 2004.

**WHEREAS THE OWNERS, STRATA PLAN VR 62** deem it advisable, pursuant to section 128 of the Strata Property Act, to amend the Bylaws of the Strata Corporation;

**BE IT RESOLVED** by a  $\frac{3}{4}$  vote of **THE OWNERS, STRATA PLAN VR 62** (the "Strata Corporation") that pursuant to section 128 of the Strata Property Act, S.B.C. 1998, c.43, the Owners hereby approve amendments to the Bylaws of "Twelve Pines" as follows:

**Replace the wording of Bylaw 6 (5):**

An Owner, tenant, occupant or visitor must ensure that any bicycles which are brought up to their suite are carried through inside common property (except the underground parking garage). This includes the elevator.

**with the following wording:**

An Owner, tenant, occupant or visitor must ensure that any bicycles which are brought up to their suite are carried through carpeted areas of common property.

**Add the following Bylaws:**

**External Appearance**

Bylaw 5 (4) Flower boxes may be fastened only to the wood frame of the building and must hang down only on the inside of balconies. Each flower box may weigh up to 50 pounds.

Bylaw 5 (5) Attachments to the metal handrails on balcony walls are prohibited.

Signature of Council Member

*James Tracy*

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

\*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.

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Strata Property Act  
FORM 1  
AMENDMENT TO BYLAWS  
(Section 128)

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The Owners, Strata Plan VR 62 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 December 11, 2003.

**WHEREAS THE OWNERS, STRATA PLAN VR 62** deem it advisable, pursuant to section 128 of the *Strata Property Act*, to amend the Bylaws of the Strata Corporation;

**BE IT RESOLVED** by a ¾ vote of **THE OWNERS, STRATA PLAN VR 62** (the "Strata Corporation") that pursuant to section 128 of the *Strata Property Act*, S.B.C. 1998, c.43, the Owners hereby approve amendments to the Bylaws of "Twelve Pines" as follows:

**Add the following clause to Bylaw 12(1):**

- (j) piping, heating, air conditioning and other services.

**Bylaw 12(1)(e) be amended to include the following wording (at the end of the current bylaw):**

"patios."

**Replace the wording of Bylaw 12(2):**

- 12(2) "An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration or installing any flooring in the strata unit to hard surfaces such as wood, slate, granite or tile (with the exception of kitchens, bathrooms and the entrance hallways). The strata corporation may require that the applicant provide sufficient documentary evidence that the installation and use of the floors will not cause building structural problems and create a noise nuisance to any adjacent units and that installation materials and methods are approved by the strata corporation."

**with the following wording:**

- 12(2) "An owner, tenant or occupant must obtain the written approval of the strata corporation before installing hard surface flooring or altering existing flooring that in any way involves hard surface flooring. Hard surface flooring includes, but is not limited to wood, wood laminate products, slate, granite and tile. Bathrooms, entrance hallways and kitchens are excluded from this

requirement. The strata corporation may require, as a condition of its approval, that the applicant provide sufficient detail in writing, ("sufficient" as determined in the sole discretion of council), that the installation and use of hard surface flooring, including the materials and methods used, will not cause building structural problems or create a nuisance to any owner, tenant or occupant."

**Replace the wording of Bylaw 12(3)(b):**

- 12(3)(b) "agree, in writing, to take responsibility for any expenses relating to the alteration including any damage to the building caused in any way by the alteration; "

**with the following wording:**

- 12(3)(b) "agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration, including, without limitation, any damage to the building;"

**Replace the wording of Bylaw 12(3)(c):**

- 12(3)(c) "be required to provide plans done by a professional, such as an architect, engineer, electrician or plumber etc. and that the owner, tenant or occupant be prepared to address questions concerning what impact the alteration will have on the building;"

**with the following wording in two clauses:**

- 12(3)(c) "provide plans done by a professional, such as an architect, engineer, electrician or plumber, etc. at the owner's, tenant's or occupant's sole cost and expense;
- 12(3)(d) be prepared to address questions concerning what impact the alteration will have on the building;"

**Add the following Bylaws:**

Bylaw 12(4) An owner, tenant or occupant intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and a written description of the intended alteration.

Bylaw 12(5) An owner in contravention of any of Bylaws 12(1) to 12(4) (inclusive) shall be

subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

**Replace the wording of Bylaw 13(3):**

13(3) "Hot tubs on common property or limited common property are not allowed."

**with the following wording:**

13(3) "Hot tubs, including without limitation, spas, jacuzzis, and whirlpools, are not allowed on common property, limited common property, balconies or patios;"

**Replace the wording of Bylaw 13(4):**

13(4) "That the strata corporation may require as a condition of its approval that the owner, tenant or occupant:

- a) agree, in writing, to take responsibility for any expenses relating to the alteration including any damage to the building caused in any way by the alteration;
- b) be required to provide plans done by a professional, such as, an architect, engineer, electrician or plumber etc. and that the owner, tenant or occupant be prepared to address questions concerning what impact the alteration will have on the building;
- c) provide a building permit, if required by the municipality, to the strata corporation prior to work commencing on the alteration."

**with the following wording:**

13(4) "The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

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

- c) provide plans done by a professional, such as an architect, engineer, electrician or plumber, etc. at the owner's, tenant's or occupant's sole cost and expense;
- d) be prepared to address questions concerning what impact the alteration will have on the building;

**Add the following Bylaws:**

Bylaw 13(5) An owner, tenant or occupant applying to alter common property, including limited common property or common assets must ensure that:

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

Bylaw 13(6) An owner, tenant or occupant who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs 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.

Bylaw 13(7) An owner who, subsequent to the passage of this Bylaw 13, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the

restoration, at the expense of the owner who altered the common property or limited common property. The cost of such restoration shall be added to 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.

Bylaw 13(8) An owner in contravention of any of Bylaws 13(1) to 13(7) (inclusive) shall be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

**WHEREAS THE OWNERS, STRATA PLAN VR 62** deem it advisable, pursuant to section 128 of the Strata Property Act, to amend the Bylaws of the Strata Corporation;

**BE IT RESOLVED** by a  $\frac{3}{4}$  vote of **THE OWNERS, STRATA PLAN VR 62** (the "Strata Corporation") that pursuant to section 128 of the Strata Property Act, S.B.C. 1998, c.43, the Owners hereby approve amendments to the Bylaws of "Twelve Pines" as follows:

Bylaw 5(4) An owner, tenant, occupant or visitor must not permit realtor signs (i.e. "For Sale") to be placed on or about a strata lot, common property, limited common property or common assets except of a size and type, and on a permanent post in a location at the front of the building, as approved by council.

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

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

\*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.

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

**The Owners, Strata Plan VR 62** 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 December 5, 2002.

**BE IT RESOLVED THAT** The Owners of Strata Plan VR 62, hereby approve to repeal the existing registered Bylaws and the schedule of Standard Bylaws attached to the *Strata Property Act* and replace them with the proposed Bylaw package included with the Notice of Annual General Meeting dated November 13, 2002.

*Lynne Taylor - President*  
\_\_\_\_\_  
Signature of Council Member

*[Signature]* Vice President  
\_\_\_\_\_  
Signature of Second Council Member (not required if council consists of one member)

\*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.

**BYLAWS of  
STRATA CORPORATION VR62**

(hereinafter referred to as "the strata corporation", "Twelve Pines"  
or "Strata Plan VR62")

1720 West 12<sup>th</sup> Avenue,  
Vancouver, BC

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

**Payment of strata fees and Special Levies**

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. Strata fees not received by the Fifteenth (15<sup>th</sup>) day of the month in which they are due are overdue and are subject to interest at the rate of 10% per annum compounded annually plus a fine of \$100 per month.
- (2) Overdue special levies shall be handled in the same manner as overdue monthly strata fees and the same interest rate shall apply plus the same fine shall apply.

**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.

**Rental of Strata Lots**

- 3 (1) The rental of strata lots in Strata Plan VR62 is prohibited.
- (2) The strata corporation may fine an owner after notice in writing has been given, a maximum of Five Hundred Dollars (\$500.00) for each contravention of Bylaw 3(1). If, after the initial fine, the contravention continues without interruption, a further fine of Five Hundred Dollars (\$500.00) may be imposed every Seven (7) days.
- (3) The Strata Corporation requires written notice from an owner prior to any rental arrangements made to the owner's family or a family member as defined in the Strata Property Act and its Regulations. The notice should set forth the name and relationship of the family member to the owner and intended date of residence.

**Moving Requirements**

- 4 (1) A move-in charge of One Hundred Dollars (\$100.00) shall be paid by an owner with respect to any move-in which accompanies the change in occupancy of his or her Strata Lot. A move-in shall mean the movement of furniture or household possessions into the Strata Lot. The move-in charge shall become due and payable on the First (1<sup>st</sup>) day of the month following the move-in.



(2) A refundable One Hundred Dollar (\$100.00) deposit is to be paid by the owner, tenant or occupant to Strata Plan VR62 in order to obtain the elevator key, on the moving day, for a move-in or move-out. Upon return of the elevator key to Strata Plan VR62 the deposit shall be refunded.

(3) Move-ins and move-outs are restricted to between the hours of 8:00 am and 9:00 pm.

(4) An owner, tenant or occupant moving in or moving out is to notify the Management Company or a Strata Council member to advise of the scheduled move time no less than Five (5) calendar days in advance. This is to be done in order for notices to be posted as a courtesy to all other owners in the building, advising of the disruption in elevator services.

(5) Each owner shall be responsible for and make good any damage caused to any part of the common property during move-ins and move-outs.

#### **External Appearance**

5 (1) Each owner, tenant or occupant shall ensure that the window coverings (such as blinds, curtains, and draperies) of his or her Strata Lot shall be white or off-white in colour when viewed from the outside of his or her Strata Lot.

(2) An owner, tenant or occupant shall not hang or permit to be hung any laundry or washing on the common property or in or about his or her Strata Lot in any manner which would permit the same to be visible from the outside of his or her Strata Lot.

(3) No television antenna, satellite dish or similar structure or appurtenances thereto shall be erected or fastened to any part of common property and/or common limited property except as authorised by the Strata Council.

#### **Disturbance of Others & Hazards**

6 (1) An owner, tenant, occupant or visitor shall not make or permit noise in or about any Strata Lot or the common property which, in the opinion of the Strata Council, is a nuisance or unreasonably interferes with the use and enjoyment of a Strata Lot or common property by any other owner, occupant, tenant or visitor.

(2) An owner, tenant, occupant or visitor shall ensure that between the hours of 10:00 p.m. to 7:00 a.m., Monday to Saturday, and 10:00 p.m. to 10:00 a.m. on Sunday, conduct from within their Strata lot shall not cause a noise disturbance to occupiers of other Strata lots. Renovation activities are allowed between the hours of 7:30 a.m. to 8:00 p.m. from Monday to Friday and 10:00 a.m. to 8:00 p.m. on Saturdays, except on designated holidays, pursuant to City of Vancouver Noise Control Bylaw No. 6555.

(3) An owner, tenant, occupant or visitor shall not shake mops or dusters of any kind or throw any object from any window or door of his or her Strata Lot or the common property.

(4) An owner, tenant, occupant or visitor shall not feed or allow to be fed any wild bird or other wild animal from his or her Strata Lot or anywhere on the common property.

(5) An owner, tenant, occupant or visitor must ensure that any bicycles which are brought up to their suite are carried through inside common property (except the underground parking garage). This includes the elevator.

(6) Any material other than ordinary household refuse and garbage shall be removed by the owner, tenant, occupant, visitor each Strata Lot. An owner, tenant, occupant, or visitor shall not deposit household refuse and garbage in other than containers at central collection places provided by the strata corporation for that purpose.

(7) An owner, tenant, occupant or visitor shall not use or permit to be used his or her Strata Lot for commercial purposes.

(8) Each owner, tenant, occupant or visitor shall take all steps necessary to reduce fire hazards and shall not bring into or store in a Strata Lot or the common property, anything which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the strata corporation, or which will invalidate any insurance policy.

(9) Barbecues:

- (a) only propane or electric fire barbecues will be allowed (charcoal barbecues or hibachis are prohibited);
- (b) propane tanks must be stored outside on the balcony or patio;
- (c) cost to restore any damage to common property, including limited common property, attributable to a resident's barbecue will be paid by the owner, tenant or occupant of the Strata Lot whose barbecue caused the damage.

#### **Use of property**

7 (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, or
- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(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 the *Strata Property Act*.

**Pets and Animals**

- 8** (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 two caged birds.
- (2) An owner, tenant or occupant must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- (3) An owner, tenant or occupant must apply to the council for written permission to keep a pet (a "Permitted Pet") by registering the pet with the council within 30 days of the pet residing on a strata lot (or the passage of this bylaw) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.
- (4) An owner, tenant, occupant or visitor must ensure that all pets are carried through inside common property (other than the underground parking garage) and leashed or otherwise secured when on the outside common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner. Pets are not allowed in the elevator.
- (5) An owner, tenant or occupant must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If an owner, tenant or occupant has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by owners, tenants or occupants or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- (6) If an owner, tenant or occupant contravenes bylaw 8.5, the owner of the strata lot will be subject to a fine of \$50.00.
- (7) A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- (8) A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- (9) If an owner, tenant or occupant contravenes any of bylaws 8.1 to 8.4 or 8.7 and/or 8.8 (inclusive), the owner will be subject to a fine of \$100.00.

**Damage to Property**

- 9 (1) The Strata Lot owner shall be personally responsible and liable for any loss, damage or expense caused by:
- (a) Malfunctioning of insuite equipment such as water purifiers, refrigerators, ice makers, dishwashers, shower head and waterbeds, washers & dryers etc.;
  - (b) Carpet stains by pets, bicycles, food, paint, bleach, nail polish, etc., in common areas;
  - (c) Caulking failure around bathtubs.

Related expenses shall be charged back to the Strata Lot owner responsible for the damage.

**Garage**

- 10 (1) Only vehicles belonging to owners, tenants or occupants with current registration and insurance in force shall be allowed in the garage.
- (2) Owners of stored vehicles must present proof of storage insurance and 3<sup>rd</sup> party liability insurance with a minimum of \$1 million dollars coverage to the Management Company within Ten (10) days of the vehicle being stored.
- (3) An owner, tenant, occupant or visitor shall ensure that, other than vehicles and bicycles, no personal belongings are to be stored in the underground parking garage.

**Inform strata corporation**

- 11 (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**

- 12 (1) An owner, tenant or occupant 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) plumbing and plumbing fixtures (i.e., bathtubs, sinks, toilets);
  - (c) electrical wiring including wired-in electrical fixtures and appliances;
  - (d) the exterior of a building;
  - (e) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (f) doors, windows or skylights on the exterior of a building, or that front on the common property;
  - (g) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (h) common property located within the boundaries of a strata lot;
  - (i) those parts of the strata lot which the strata corporation must insure under the *Strata Property Act*.

(2) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration or installing any flooring in the strata unit to hard surfaces such as wood, slate, granite or tile (with the exception of kitchens, bathrooms and the entrance hallways). The strata corporation may require that the applicant provide sufficient documentary evidence that the installation and use of the floors will not cause building structural problems and create a noise nuisance to any adjacent units and that installation materials and methods are approved by the strata corporation.

(3) The strata corporation must not unreasonably withhold its approval under subsections (1) and (2), but, as Bylaw 6(1) "Disturbance of Others and Hazards" applies to both existing and new floor installations, may require that the owner, tenant or occupant:

- (a) make a change in the use of footwear, and install area rugs where required, should noise become an issue;
- (b) agree, in writing, to take responsibility for any expenses relating to the alteration including any damage to the building caused in any way by the alteration;
- (c) be required to provide plans done by a professional, such as an architect, engineer, electrician or plumber etc. and that the owner, tenant or occupant be prepared to address questions concerning what impact the alteration will have on the building;
- (d) provide a building permit, if required by the municipality, to the strata corporation prior to work commencing on the alteration.

**Obtain approval before altering or adding to common property**

**13** (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, or common assets.

(2) An owner, tenant or occupant must obtain written approval of the strata corporation before adding any type of storage shed to common property or limited common property.

(3) Hot tubs on common property or limited common property are not allowed.

(4) The strata corporation may require as a condition of its approval that the owner, tenant or occupant:

- (a) agree, in writing, to take responsibility for any expenses relating to the alteration including any damage to the building caused in any way by the alteration;
- (b) be required to provide plans done by a professional, such as, an architect, engineer, electrician or plumber etc. and that the owner, tenant or occupant be prepared to address questions concerning what impact the alteration will have on the building;
- (c) provide a building permit, if required by the municipality, to the strata corporation prior to work commencing on the alteration.

**Permit entry to strata lot**

**14** (1) An owner, tenant, occupant or visitor must allow a person authorised 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 the *Strata Property Act*.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) Each owner, tenant or occupant shall provide a key to his or her strata lot to an alternate person to provide entry to his or her unit in the event that he or she is unavailable. Each owner, tenant or occupant shall advise the Strata Council or the Property Manager of this alternate person. In the event an emergency arises in which entry cannot be obtained to a strata lot, the owner, tenant or occupant will be responsible for any expenses incurred relating to the Strata Council having to obtain a locksmith to provide entry for emergency repairs.

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

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

**15** 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 and skylights on the exterior of a building or that front on the common property;
    - (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 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.

**Division 3 – Council****Council size**

**16** The council must have at least 3 and not more than 7 members.

**Council members' terms**

**17 (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 re-election.

**Removing council member**

**18 (1)** 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**

**19 (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 may appoint a replacement council member for the remainder of the term.

(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**

**20 (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**

21 (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**

22 (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 one week of the hearing.

#### **Quorum of council**

23 (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**

24 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

(2) If a council meeting is held by electronic means, council members are deemed to be present in person.

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under Section 135 of the *Act*,



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

**Voting at council meetings**

- 25** (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**

- 26** 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**

- 27** (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**

- 28** (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) An unapproved expenditure may be made out of the operating fund, if the unapproved expenditure, together with all other unapproved expenditures in the same fiscal year, is less than \$2,000.00. <sup>1</sup>

**Limitation on liability of council member**

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

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

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

**Maximum fine**

30 The strata corporation may fine an owner, tenant or occupant, after giving notice in writing pursuant to the *Strata Property Act*, a maximum of  
(a) \$200 for each contravention of a bylaw unless otherwise specified; and  
(b) \$50 for each contravention of a rule.

**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.

**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) 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.
- (7) An owner will not be entitled to vote at general meetings except on matters requiring a unanimous vote, or be elected to council or continue to stand on council if the strata corporation is entitled to register a Lien against that Strata lot under the *Strata Property Act*.

**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 minutes from the last annual or special general meeting;
  - (f) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees at the option of council, if the meeting is an annual general meeting;
  - (g) ratify any new rules made by the strata corporation under Section 125 of the *Act*;
  - (h) report on insurance coverage in accordance with Section 154 of the *Act*, if the meeting is an annual general meeting;
  - (i) approve the budget for the coming year in accordance with Section 103 of the *Act*, if the meeting is an annual general meeting;
  - (j) deal with new business, including any matters about which notice has been given under Section 45 of the *Act*;
  - (k) elect a council, if the meeting is an annual general meeting;
  - (l) terminate the meeting.

## **Division 6 – Voluntary Dispute Resolution**

### **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.