

**STRATA PLAN VR 2540
Pacific Point, Phase I**

BYLAWS

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STRATA PLAN VR2540

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**STRATA PLAN VR 2540
PACIFIC POINT**

BYLAWS

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

Required payments

1. (1) Monthly maintenance fees are due and payable on or before the first day of each month. Maintenance fees not received by the 15th of the month in question will be subject to a fine of \$200.00 for each month or portion thereof.
- (2) When arrears aggregate two monthly maintenance payments a lien may be placed on the strata lot involved at the owner's expense for the total monies due, including all legal and other expenses, provided that the strata corporation has given to the owner at least 2 weeks' written notice demanding payment and indicating that such action will be taken if payment is not made within that 2 week period.
- (3) The cost of filing liens referred to in subsection (2), including administration, land title office and legal fees, shall be added to the monthly maintenance due from the delinquent owner.
- (4) An owner shall promptly pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his or her strata lot.

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.
- (3) An owner shall promptly carry out all work that may be ordered by any competent public or local authority in respect of his or her strata lot other than work for the benefit of the building generally.

Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, 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 section 149 of the Act.
- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner shall
 - (a) notify the Strata Corporation promptly on any change of ownership or of any mortgage or other dealing in connection with the strata lot, and
 - (b) comply strictly with these bylaws, and all other bylaws of the Strata Corporation, and with rules and regulations adopted from time to time.

Inform strata corporation

- 4 (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, residential telephone number, business telephone number and such other information as may be reasonably required to enable the strata corporation to contact the tenant.

Obtain approval before altering a strata lot

- 5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior and exterior appearance of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner which, in the opinion of the council, will alter the exterior appearance of the building.

Limited common property

- 6 (1) An owner wishing to modify or alter limited property designated for the exclusive use of such owner shall, after first receiving the prior written approval of the Strata Council to make such modification or alteration, execute and deliver to the Strata Corporation with respect to such limited common property an indemnity agreement in favour of the Strata Corporation with respect to such limited common property in the following form:

INDEMNITY AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees to indemnify The Owners, Strata Plan No. 2540, its members, employees and agents from all liabilities, damages, claims, suits, actions, costs and expenses of any nature whatsoever incurred by or arising out of the use or operation of any area of limited common property designated for the exclusive use of the undersigned's strata lot.

DATED at Vancouver, British Columbia, this ___ day of _____, 20_____.

Name: _____ Strata Lot: _____

and until such time as the limited common property is returned to its original condition any subsequent purchaser of such strata lot will be required to execute and deliver to the Strata Council an Indemnity Agreement in the same form.

- (2) In the event of a breach of any bylaw, rule or regulation regarding limited common property by the owner or the employees, agents, invitees or tenants of an owner of a strata lot for whose exclusive use the affected limited common property has been designated then, in addition to the powers of the Strata Corporation under Section 23 the Strata Council may notify such owner of such default, and if such default is not remedied within 2 weeks after such notice or within such shorter period designated in such notice as the Strata Council deems appropriate having regard to the safety of the common property and its users, the Strata council may, in addition to other powers and remedies it may have, but shall not be obliged to, remedy such default at the cost and expense of such owner, such cost and expense being payable to the Strata Corporation on demand as a fine for such default, in addition to any other fine or penalty levied against such owner in respect of such matter, and may suspend such owner's right of exclusive use of such limited common property until such default is remedied and, if remedied by the Strata Council, until the cost, fine and/or penalty in respect thereof has been fully paid and/or satisfied.

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 the Bylaws are being observed.

- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

Division 2 - Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

- 8 Except to the extent that such matters are the responsibility of a separate section, as set forth in Section 34, 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, but excluding doors, windows and skylights included in a strata lot;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
 - (d) a strata lot, 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) dryer ducts and exhaust ducts existing in or appurtenant to the strata lot, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 - Council

Composition

- 9 (1) The council shall consist of:
- (a) 3 members elected by, from and among the First Residential Owners;
 - (b) 3 members elected by, from and among the Second Residential Owners;
 - (c) 1 member elected by, from and among the First Commercial Owners and the Second Commercial Owners,

each of the First Residential Owners, the First Commercial Owners, the Second Residential Owners and the Second Commercial Owners being hereafter called an “Elector Group” with respect to the member or members elected by it.

- (2) Where a strata lot is owned by more than one person, only one owner of the strata lot shall be a member of the council at any one time.

Council members' terms

- 10 (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

- 11 (1) The Elector Group set forth in Section 9(1) may, by a resolution passed by a majority vote at a special general meeting held by such Group, remove one or more council members elected by it.
- (2) After removing a council member, the Elector Group that removed the member must hold an election at the same special general meeting to replace the council member for the remainder of the term.

Replacing council member

- 12 (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, provided that such person shall be nominated by and represent the Elector Group from which the vacancy has occurred.
- (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.

Officers

- 13 (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 and a vice president, and may elect 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

- 14 (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.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

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

Quorum of council

- 16 (1) A quorum of the council is 4.
- (2) A member of the council may attend any meeting of the council in person or by proxy.

Council meetings

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

Voting at council meetings

- 18 (1) At council meetings, decisions must be made by a majority of council members present in person or by proxy 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

- 19 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

- 20 (1) 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 owner of any lot affected by a decision of a person or body to which the council has delegated some or all of its powers and duties may appeal a decision of such person or body to the council, and the decision of the council shall be final and binding.

Spending restrictions.

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

Limitation on liability of council member

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

Division 4 - Enforcement of Bylaws and Rules

General

- 23 (1) An infraction or violation of these bylaws or any rules and regulations established under them on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the Strata Corporation. Any costs or expense so incurred by the Corporation shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the costs or expense are incurred, but not necessarily paid by the Corporation, and shall become due and payable on the date of payment of the monthly assessment.
- (2) The Strata Corporation may recover from an owner by an action for debt in a court of competent jurisdiction money which the Strata Corporation is required to expend as a result of an act or omission by the owner, his employees, agents, invitees or tenants, or an infraction or violation of these bylaws or any rules or regulations established under them.

- (3) Any infraction or violation of any rules and regulations established by a separate section pursuant to these Bylaws on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied, or cured by the separate section, and any costs or expenses expended or incurred by the separate section in correcting, remedying, or curing such infraction or violation, shall be charged to that owner or the occupier or tenant of a portion of that owner's strata lot by the separate section and shall become due and payable forthwith on demand for payment being made by the separate section.

Maximum fine

- 24 (1) Unless otherwise provided in these bylaws, the strata corporation may fine an owner or tenant a maximum of:
 - (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- (2) Subject to Section 25, the strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- (3) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.
- (4) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

Continuing contravention

- 25 An infraction or violation of these bylaws or any of the rules and regulations may be subject to a penalty for each separate occurrence. A separate occurrence will be deemed to occur upon each written notice by the Strata Corporation that the infraction or violation has occurred. Written notice is restricted to once per month.

Division 5 - Annual and Special General Meetings

Person to chair meeting

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

Participation by other than eligible voters

- 27 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Quorum for Adjourned Meeting

- 27A Notwithstanding section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members, but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

Voting

- 28 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) 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) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs including the legal costs of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.

Order of business

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

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

Division 6 - Voluntary Dispute Resolution

Voluntary dispute resolution

- 30 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.

- (2) A dispute resolution committee consists of
 - (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 - Marketing Activities by Owner Developer

Display lot

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

Division 8 Separate Sections

Separate Sections

- 32 (1) The owners of all the residential strata lots shall form a separate section (the “Residential Section”) within the Strata Corporation consisting of all the residential strata lots in the strata plan.
- (2) The Owners of all the non-residential (commercial) lots shall form a separate section (the “Commercial Section”) within the Strata Corporation consisting of all the non-residential strata lots in the strata plan.
- (3) The powers and duties of a separate section shall, subject to any restriction imposed or any direction given at a General Meeting of the separate section, be exercised and performed by the executive of the separate section and the members of the separate section must pursuant to these Bylaws elect an executive, and may call and hold meetings and pass resolutions in the same manner as the Strata Corporation.
- (4) Any resolutions passed by the executive of a separate section shall clearly state the particular strata lot or common property or limited common property to which such resolution applies and resolutions made by the executive of a separate section shall apply only to the strata lots within, and limited common property appurtenant to, that separate section or to strata lots within that separate section.

Powers of Separate Sections

- 33 A separate section of the Strata Corporation may:
 - (a) purchase, hire or otherwise acquire personal property for use by the owners in the separate section in connection with their enjoyment of the limited common property appurtenant to the separate section or to strata lots within the separate section or other assets of the separate section;

- (b) make such rules and regulations as it may consider necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section;
- (c) do all things necessary for the enforcement of the rules and regulations of the separate section, and for the control, management and administration of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section generally, including removing privileges in use of certain facilities or fixing and collecting fines for contravention of the rules or regulations;
- (d) make an agreement with any occupier or tenant of the strata lot within the separate section for the provision of amenities or services by it to that strata lot;
- (e) make an agreement with the owners in any other separate section in connection with the joint use of any facilities which are designated in the Strata Plan as being Limited Common Property appurtenant to the separate section or to any other separate section;
- (f) grant to an occupier or tenant of a strata lot within the separate section the right to exclusive use and enjoyment of limited common property appurtenant to the separate section or special privileges in respect thereof, such a grant to be determinable on reasonable notice, unless the separate section by unanimous resolution otherwise resolves.

Duties of Separate Sections

34 Each separate section of the Strata Corporation shall:

- (a) control, manage and administer the limited common property appurtenant to the separate section or to the strata lots within the separate section and other assets of the separate section of the Strata Corporation for the benefit of all members of the separate section;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property appurtenant to the separate section or to strata lots within the separate section and other assets of the separate section;
- (c) maintain all areas of limited common property appurtenant to the separate section or to strata lots within the separate section, both internal and external, including lawns, common gardens, common parking and storage areas, public halls and lobbies;
- (d) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes and ducts for the time being existing in the strata lots within the separate section or the limited common property appurtenant to the separate section or to strata lots within the separate section and used exclusively for that section;
- (e) maintain and repair, including renewal where reasonably necessary, dryer ducts and exhaust ducts existing in or appurtenant to the strata lot;
- (f) collect and receive all contributions towards the expenses common to the separate section paid by the owner and deposit the same with a savings institution; and

- (g) pay all sums of money properly required to be paid on account of all services, or supplies and assessments pertaining to, or for the benefit of, the separate section.

Section Executives

- 35 (1) The executive of the Residential Section shall consist of 5 members elected by, from and among the First Residential Owners and 6 members elected by, from and among the Second Residential Owners.
- (2) The executive of the Commercial Section shall consist of 3 members elected by, from and among the First Commercial Owners and 1 member elected by, from and among the Second Commercial owners.
- (3) The executive of each separate section shall have a chairman and a vice-chairman and shall conduct its affairs in the same manner as the strata council is required to conduct its affairs pursuant to these Bylaws.
- (4) A member of the executive of a separate section may attend any meeting of such section in person or by proxy.
- (5) The executive of each separate section shall keep, in one location, or in the possession of one person, and shall make available on request to an owner within the separate section or a person authorized by such owner:
 - (a) a copy of any special or unanimous resolutions passed by the separate section;
 - (b) copies of all the legal agreements to which the separate section is a party, including management contracts, deeds, agreements for sale, leases, licences, easements or rights-of-way;
 - (c) minutes of all General Meetings of the separate section; and
 - (d) minutes of all meetings of the executive of the separate section.

Residential Section Committees

- 36 The executive of the Residential Section shall form two committees, being:
 - (a) the Phase I Residential Committee, composed of the members of the executive of the Residential Section representing the First Residential Owners and
 - (b) the Phase II Residential Committee, composed of the members of the executive of the Residential Section representing the Second Residential Owners,

each of which shall perform such duties as the executive of the Residential Section shall assign to it. Each committee may establish sub-committees to assist in the performance of its assigned duties, and may by majority vote appoint further owners from the ownership group that it represents to serve on such sub-committees.

Division 9 - Common Expenses and Budgets

Common Expenses

- 37 (1) The strata lot owner's contribution to the common expenses of the Strata Corporation shall be levied in accordance with this bylaw.
- (2) Except as otherwise provided in this Bylaw:

- (a) expenses that are not attributable exclusively to the commercial strata lots or to the residential strata lots shall be borne by the owners of all strata lots in the proportion that the unit entitlement of each strata lot bears to the aggregate of the unit entitlement of all strata lots;
- (b) expenses attributable exclusively to or reasonably allocable to the residential strata lots including, but not limited to:
 - (i) the costs of utilities such as hot water, electricity, heating and air conditioning;
 - (ii) the cost of insurance;
 - (iii) the cost of any necessary maintenance, repair and replacements to common areas used primarily by the occupiers of the residential strata lots including areas designated as limited common property for the residential strata lots (but excluding pipes, wires, cables, chutes and ducts within such limited common property areas which are used by or for the benefit of all strata lots);
 - (iv) all costs of operation, repair, maintenance and replacement of the elevators, including electrical consumption;
 - (v) all cost of the recreational facilities including without limitation electrical consumption, maintenance, repair and supervision of these areas and costs of repair, maintenance, purchase or replacement of equipment and furnishings in these areas,

shall be borne by the owners of the residential strata lots in the proportion that the unit entitlement of each such strata lot bears to the aggregate of the unit entitlement of all residential strata lots unless such expenses are attributable exclusively to or reasonably allocable to a separate section of the residential strata lots, in which event such expenses shall be borne by the owners of the residential strata lots within such separate section in the proportion that the unit entitlement of each such strata lot bears to the aggregate of the unit entitlement of all residential strata lots within such separate section;

- (c) expenses attributable exclusively to or reasonable allocable to the commercial strata lots including, but not so as to restrict the generality of the foregoing:
 - (i) the costs of utilities such as hot water, electricity, heating and air conditioning;
 - (ii) the cost of insurance;
 - (iii) the cost of any necessary maintenance, repair and replacements to common areas used primarily by the occupiers of the commercial strata lots including areas designated as limited common property for the commercial strata lots (but excluding pipes, wires, cables, chutes and ducts within such limited common property areas which are used by or for the benefit of all strata lots);

shall be borne by the owners of the commercial strata lots in the proportion that the unit entitlement of each such strata lot bears to the aggregate of the unit entitlement of all commercial strata lots unless such expenses are attributable exclusively to or reasonably allocable to a separate section of the commercial strata lots, in which event such expenses shall be borne by the owners of the commercial strata lots within such separate section in the proportion that the unit entitlement of each such strata lot bears to the aggregate of the unit entitlement of all commercial strata lots within such separate section.

- (3) With respect to certain expenses:
- (a) if the cost of insurance for the Strata Corporation is increased by reason of the business or activities of the owner or occupier of any particular strata lot, the amount of the increase in cost so attributable to such strata lot and shall be borne solely by the owners of that strata lot and shall be excluded from the amount chargeable to all other owners;
 - (b) unless separately metered for different strata lots, the cost of natural gas supplied to the strata lots which have a fireplace powered by natural gas shall be borne by the owners of all such strata lots. This cost shall be established and assessed annually against each such strata lot by the Strata Council, provided that any increase or decrease shall not exceed the corresponding percentage of increase or decrease in the cost of natural gas charged or levied against the Strata Corporation by B.C. Gas. If such gas lines are separately metered, each owner whose strata lot is so separately metered shall be responsible for the cost of natural gas supplied to such strata lot and such strata lot shall be excluded from the calculation of the shared cost of natural gas set out in this Sub-section (b);
 - (c) common expenses attributable to limited common property designated for the exclusive use of the owner of a particular strata lot which have been incurred at the request of such owner, and not at the request of the Strata Corporation, shall be borne exclusively by such owner;
 - (d) upon request by an owner or prospective purchaser of a strata lot within the development, the Strata Corporation will provide a certificate, within seven days of receipt of such request, certifying whether any common expenses attributable to a particular strata lot remain outstanding, the amount, if any, of such expenses, and whether an indemnity agreement as provided in Section 6(1) will be required from such owner or prospective purchaser. The Strata Corporation may require a fee of not more than \$10 from a person requesting such certificate.

Budgets

- 38 (1) At each Annual General Meeting, the Strata Corporation shall prepare an annual Budget for the following 12 month period in accordance with subsections (2) and (3) and, after that, all owners shall, subject to Section 37(2), Section 37(3) and subsection (4) of this Section 38, pay a monthly assessment in accordance with their unit entitlement.
- (2) The budget of the Strata Corporation shall be the budget of the Phase I Area (the “Phase I Budget”) and the budget of the Phase II Area (the “Phase II Budget”), each of which shall be separately identified and shall be the subject of a separate vote by the owners of the strata lots within each such Area at the Annual General Meeting.
 - (3) The Phase I Budget and the Phase II Budget shall each comply with the provisions of the Strata Property Act with respect to the establishment of a contingency reserve fund, provided that:
 - (a) separate contingency reserve funds shall be held for each of the Phase I Area and the Phase II Area; and
 - (b) the contingency reserve fund for each of the Phase I Area and the Phase II Area shall be used to pay unusual or extraordinary expenses only of such Area, without contribution from the other Area.

- (4) The Phase I budget (net of income set forth therein) shall be met only through monthly assessments paid by the owners of the strata lots within Phase I area, and the Phase II budget (net of income set forth therein) shall be met only through monthly assessments paid by the owners of the strata lots within the Phase II Area.

Division 10 - Definitions

Definitions

39 For the purposes of these Bylaws:

- (a) “First Residential Owners” shall mean the owners of Strata Lots 1 to 152 inclusive;
- (b) “Second Residential Owners” shall mean the owners of all residential Strata Lots in the Strata plan except for Strata Lots 1 to 152 inclusive;
- (c) “First Commercial Owners” shall mean the owners of Strata Lots 153 to 163 inclusive;
- (d) “Second Commercial Owners” shall mean the owners of all non-residential Strata Lots in the strata plan except for Strata Lots 153 to 163 inclusive;
- (e) “Phase I Area” shall mean Strata Lots 1 to 163 inclusive and appurtenant common property and limited common property, all of which formerly comprised Phase I of the Pacific Point development;
- (f) “Phase II Area” shall mean Strata Lots 164 to 379 inclusive and appurtenant common property and limited common property, all of which formerly comprised Phase II of the Pacific Point development;
- (g) all references to “Owner” in Section 9 shall be deemed to include:
 - (i) the legal spouse of an owner, or
 - (ii) a person who lived with the owner as husband and wife for the 2 year period immediately preceding the relevant date, or
 - (iii) a person of the same gender who lived in a marriage-like relationship with the owner for the 2 year period immediately preceding the relevant date.
- (h) “Maintenance Fees” shall include monthly maintenance fees, all contributions toward common expenses levied by the Strata Corporation, parking and storage fees, move in and out fees, gas assessment fees and other costs charged by the Strata Corporation to an owner.

Division 11 - Miscellaneous Matters

Small Claims Actions

- 40 The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners to recover from an owner, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner’s act, omission, negligence or carelessness or by that of an owner’s visitors, occupants, guests, employees, agents, tenants or a member of the owner’s family.

Electronic Attendance at Meetings

- 41 Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

Acquisition or Disposition of Personal Property

- 42 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 3/4 vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.

Property Management

- 43 The owners of the Phase I Strata Lots shall have the right, at their sole discretion, to appoint the Property Manager for the Phase I Strata Lots. The cost of such Property Manager shall be borne solely by the owners of the Phase I Strata Lots.
- 44 The owners of the Phase II Strata Lots shall have the right, at their sole discretion, to appoint the Property Manager for the Phase II Strata Lots. The cost of such Property Manager shall be borne solely by the owners of the Phase II Strata Lots.

For the purposes of bylaws 43 and 44:

- (a) "Phase I Strata Lots" shall mean strata lots 1 to 163 inclusive;
- (b) "Phase II Strata Lots" shall mean strata lots 164 to 379 inclusive; and
- (c) "Property Manager" shall mean the property management company.

General Rules of Phase I Area Residential Lots

Rule 1 Application

1. These General Rules apply only to Strata Lots 1 to 152 inclusive.

Rule 2 Use of Strata Lot

- 2 (1) The strata lot shall be used as a private dwelling home unless otherwise approved in writing by the Strata Council.
- (2) No owner shall permit any activity on his strata lot or on any common property that is contrary to any statute, ordinance, bylaw, rule or regulation of any government authority whether federal, provincial, municipal, Strata Corporation or otherwise.

Rule 3 Disturbance of Others

- 3 (1) No noise shall be made in or about any strata lot or on the common property which in the opinion of the Strata Council interfere with the enjoyment by others of other strata lots or the common property.
- (2) Noises in and about any strata lot or on the common property should be kept to a minimum between eleven o'clock in the evening and seven o'clock in the morning.

- (3) Mops or dusters of any kind shall not be shaken from, and nothing shall be thrown out any window, door, passage, or other parts of the strata lot or the common property.
- (4) No resident shall obstruct, encumber or use for any purpose other than ingress to or egress from the strata lot, the sidewalks, entrances, loading space, stairways, lobbies or halls.
- (5) No barbecues other than those fuelled by propane gas or electricity may be used on the balconies and patios.
- (6) Unless consent is obtained from the Strata Council, all carpentry or similar alterations shall be limited to the hours between 9:00 a.m. and 5:00 p.m., Monday through Saturday inclusive.
- (7) No owner, guest or visitor shall be permitted to trespass on Limited Common Property to which another owner is entitled to exclusive occupation.
- (8) Hard surface flooring shall only be installed in a strata lot in a manner and to such specifications as may be approved in writing by the Strata Council prior to such installation.

Rule 4 Hazards

- 4 (1) Everything should be done to reduce fire hazards and nothing should be brought onto or stored on a strata lot or common property 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.
- (2) No material or substances, especially burning material such as cigarettes or matches, shall be permitted to fall out any window, door, balcony or other part of a strata lot or the common property.
- (3) A bonded caretaker/manager/property manager may be provided with a duplicate key for each strata lot in case of emergency. Failing this, in the event of any emergency emanating from a strata lot whose occupants cannot be contacted, access for protection of common property or safety may be gained by force at the occupant's expense.
- (4) Any damage occurring due to the keeping of waterbeds will be charged to the owner of the strata lot.
- (5) Any damage to common property caused by negligence of the owner, occupants of his or her strata lot or his or her guests will be charged to the owner of the strata lot.

Rule 5 Cleanliness

- 5 (1) Rubbish, dust, garbage boxes, packing cases, personal or household goods, shoes, carpets or the like shall not be thrown, piled, or stored in corridors, stairways, or any other parts of the common property.
- (2) All household refuse shall be contained in suitable plastics bags and deposited in the common garbage containers.
- (3) Any material other than ordinary household refuse and garbage shall be removed from the common property by the individual owner or resident of the strata lot.
- (4) Nothing other than what is permitted by the bylaws or rules shall be stored on patios, balconies or common property. If items are stored in violation of the bylaws or rules, the items will be removed by the Strata Council with notification.

- (5) No wild animal or bird shall be fed from any strata lot or from the common property.

Rule 6 Exterior Appearance

- 6 (1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the strata lot without prior approval of the Strata Council.
- (2) No awning, shade, screen, air-conditioning unit, smoke stack, radio or television antenna shall be hung from or attached to the exterior of the building or strata lot, without prior written consent of the Strata Council.
- (3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, balconies, or other parts of the building so that they are visible from the outside of the building. Balconies shall not be used for storage purposes.
- (4) Drapes or blinds visible from the outside of the building shall be cream or white in colour.
- (5) No enclosures of Limited Common Property or other structural alterations either to the interior or the exterior of the building shall be made, nor shall the wiring, plumbing, piping, or other services be altered or supplemented on the strata lot or within any walls or on the common property, without previous written approval of the Strata Council.
- (6) The exterior appearance of the Strata Lot or the building shall not be altered in any way, including but not limited to the painting of wood, stucco, brick, railings, concrete, or other exterior parts of the building, or the attachment of 2 sunscreens or greenhouses, or garden shed, without the prior written permission of the Strata Council.

Rule 7 Bicycles, Skateboards and Rollerblades

- 7 (1) All owners, tenants and visitors shall comply with the rules regarding bicycles.
- (2) All bicycles shall be stored in the bicycle room, or in your storage lockers in the parkade levels.
- (3) Cycling on common property including sidewalks and pathways but excluding access driveways is prohibited. Bicycles are not allowed in common areas, such as hallways, lobbies and elevators.
- (4) Skateboarding and rollerblading on common property including sidewalks, pathways and access driveways is prohibited.

Rule 8 Automobile/Parking Garage

- 8 (1) A resident shall use only the parking space(s) assigned to his or her strata lot, save and except for private arrangements with other owners for the use of parking spaces assigned to such other owners. No resident shall lease or rent an assigned space(s) to a non-resident.
- (2) No major repairs or adjustments shall be made to motor vehicles on the premises.
- (3) A maximum speed of 10 kph shall apply to the common property.
- (4) The user of each parking stall is responsible for the cleaning up of any excessive oil spills in the stall. Continuous oil spills will result in prohibition from parking on common property until the vehicle is repaired.
- (5) No vehicle exceeding 9,000 lbs. G.V.W. shall be parked or brought into the common property without the consent of the Strata Council, except when used in delivery to or removal from the premises.

Trailers, boats, campers and motor homes are not allowed in common areas unless written approval of the Strata Council is granted.

- (6) In accordance with applicable legislation, no parking is allowed anywhere along the fire routes, or in any area not specifically designated as a parking space, nor shall a vehicle park in a manner which will reduce the width of the access driveway.
- (7) Any vehicle which does not comply with Rule 8(6) will be removed at the owner's expense.
- (8) Incoming vehicles have the right-of-way at the garage door.
- (9) Use of car horns upon entering, leaving or within the parking area is prohibited.
- (10) Vehicle lights must be used at all times in the underground parking areas when the vehicle is in motion.
- (11) Parking stalls should be for parking of automobiles only and shall not be used for storage of any other items or materials.

Rule 9 Storage Lockers

- 9 (1) Use of the locker and storage rooms shall be governed by regulations as established by the Strata Council from time to time.
- (2) No hazardous materials shall be stored in the locker area.

Rule 10 Pet Restrictions

- 10 (1) No strata lot shall have in excess of two pets at any given time.
- (2) Rule 10(1) shall not apply to any owner with more than two pets as at May 7, 1991, provided that such owners shall not bring any further pets into the strata lot in contravention of this Bylaw.
- (3) In this rule, "Pet Owner" includes any person who owns, has in his or her custody or under his or her control, or harbours any "pet" within Pacific Point. "Pet" shall mean a mammal.
- (4) Any pet kept by an occupant of a strata lot shall be registered with the Strata Council (the "Council") by providing to the Council a written notice, signed by the occupant, setting out the name, breed, colour, and sex of the pet, the strata lot number where the pet is kept, the name and telephone number of the Pet Owner, and the licence number of the pet (when the pet is required to be licensed.) Occupants who already keep pets shall register the pets with the Council immediately following adoption and publication of this Regulation by the Council. Any pet acquired after the adoption of this Regulation shall be registered forthwith upon being brought upon the strata lot.
- (5) No pet shall be permitted on the common property unless the pet is leashed and under the control of the Pet Owner or someone authorized by the Pet Owner.
- (6) No pet shall be permitted to urinate or defecate on the common property. If any pet defecates on the common property, the Pet Owner shall immediately and completely remove all of his or her pet's waste from the common property and dispose of it in a waste container or by some other sanitary means. The area affected shall be cleaned to the satisfaction of the Strata Council.
- (7) No pet shall be permitted to damage the common property. The Owner of a pet that damages the common property shall be liable for the cost of repairing such damage in addition to any fine that may be levied pursuant to Rule 10(10).

- (8) No visitor's pet shall be allowed on the common property except with the prior authorization of and on terms approved by the Council.
- (9) If the Council receives a complaint about a pet, then the Council shall give written notice of the complaint to the Pet Owner. The Pet Owner shall have seven days from the date such notice is received by him within which to make written representations to the Council in response to the complaint. If, upon due consideration of the complaint and any response thereto, the Council resolves that the pet is unsafe or a nuisance, then the Council shall give written notice of its resolution, stating the grounds for its decision, to the Pet Owner and such pet shall be removed from the strata lot within 7 days after the day on which such notice is delivered to the Pet Owner.
- (10) If any occupant of a strata lot or guest of an occupant contravenes this Rule, the Council may levy a fine of not more than \$25.00 for each contravention against the occupant responsible for such contravention. Any fines levied and unpaid shall constitute monies owing to the Strata Corporation.
- (11) The provisions of this Rule 10 are severable and if any of them shall be found by a court of competent jurisdiction to be void or unenforceable at law or at equity, then the remaining provisions shall not be affected thereby and shall continue in force.

Rule 11 Damage To Property

- 11 (1) 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 arising from any defect or want of repair of the common property or any part thereof, unless such loss or damage resulted from negligence on the part of the Strata Corporation, its employees or agent.
- (2) Where the Strata Corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing the strata lot, the common, limited common property or any portion thereof the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.
- (3) An owner shall not cause damage to trees, plants, bushes, flowers, planters, or lawns and shall not place chairs, tables or other objects on lawns, planters or ground so as to damage them to prevent growth.

Rule 12 Security

- 12 (1) Residents are responsible for anyone they admit to the building.
- (2) Residents shall not admit anyone who phones on the enterphone, or otherwise seeks access to the common property, unless they are satisfied that he or she wishes to enter the premises for legitimate reasons.

Rule 13 Moving

- 13 (1) It is the responsibility of the owner/resident, with respect to all move-ins or outs of the property by the owner or residents of his or her strata lot (where time allows), to advise the Resident Caretaker at least two (2) weeks in advance. Elevator keys will not be issued without prior arrangements being made with the Resident Caretaker. Any resident or owner who does not comply with this request will be subject to fines being levied against the strata lot. All moves shall commence no earlier than 8:00 a.m. and shall be completed by no later than 8:00 p.m.

- (2) The owner/resident shall pay a fee of \$100.00 for each move-out or move-in, such fee to be paid at the time the elevator is booked.
- (3) The owner/resident shall pay a damage deposit of \$250.00 for each move-in or move-out, such deposit:
 - (a) to be paid at the time the elevator is booked;
 - (b) shall be refunded within 30 days of the move-out or move-in to the extent that it exceeds the costs of repairing any damage resulting from such move-out or move-in.

Rule 14 Fines

14 In cases of infractions of the Bylaws, Rules, regulations or fines will be levied by the Strata Council and the fines shall be added to or become a part of the assessment of that owner and shall become due and payable on the date for the payment of the owner's next monthly assessment fee.

Rule 15 Insurance Deductible

- 15 (1) The Strata Council shall determine whether the Strata Corporation or an owner shall pay for the insurance deductible in each instance when the insurance claim is based upon the insurance policy of the Strata Corporation. This determination by the Strata Council shall be binding upon the owner.
- (2) It shall be the policy of the Strata Corporation that if the Strata Council determines that an owner, his or her family, visitor, employee or agent has any degree of control over events which led to damage being sustained to the strata lot or common property, whether negligent or not, the owner will be responsible for payment of the insurance deductible.

Rule 16 Severability

16 The provisions of these General Rules shall be deemed independent and severable and the invalidity in whole or in part of any Rule or regulation does not affect the validity of the remaining Rules and regulations which shall continue in full force and effect as if such invalid portion had never been included herein.

Renting and/or Leasing Rules of Phase I Area Residential Lots**Rule 17 Application of Rules**

17 These Rules apply only to Strata Lots 1 to 152 inclusive.

Rule 18 Notification

- 18 An owner who wishes to lease a strata lot shall deliver to the Strata Council or the Property Manager employed by the Strata Corporation the following:
- (a) the name, occupation and address of each tenant or person who will occupy the strata lot during the term of the proposed lease;
 - (b) where applicable, the business telephone number of the tenant or tenants;
 - (c) the address and telephone number of the owner which will apply after the commencement of the lease;
 - (d) the commencement date and term of the lease;
 - (e) a completed Tenant's Undertaking in Form "K" of the Strata Property Act; and
 - (f) evidence of liability insurance carried by the proposed tenant or by the owner.

Rule 19 Information for Tenant

19 No owner shall lease or rent a strata lot to anyone without making the prospective tenant or occupant fully aware of the existence of the Strata Property Act and the current rules, regulations and bylaws of the Strata Corporation.

Rule 20 Owner's Payment Responsibilities

20 Owners who intend to rent or lease a strata lot must take note that all assessments, fines or other charges assessed pursuant to the bylaws are levied by the Strata Corporation against the owner of the lot and it is an owner's responsibility to pay the same to the Strata Corporation and to pay for all assessments levied in respect of contravention of the bylaws by a tenant or occupant of his or her strata lot.

Rule 21 Contravention

21 In the event that an owner of a strata lot rents or leases the strata lot in contravention of these Rules, the Strata Council shall be entitled to take one or more of the following actions:

- (a) take all necessary steps to terminate the tenancy agreement or lease, as contemplated by the Strata Property Act;
- (b) levy a fine, not to exceed \$500.00 for every seven days of contravention, such fine to be added to and form a part of the owner's monthly assessment. Such fine shall be collected by the Strata Council from the owner of the strata lot in accordance with the provisions of this Rule;
- (c) seek a declaration from a court of competent jurisdiction regarding the enforcement of the limitations contained in these Rules and/or an injunction to prevent continued rental or lease of such strata lot. The reasonable costs of obtaining such court ordered relief shall be the responsibility of the strata lot owner in contravention of these Rules and shall be recoverable by the Strata Corporation from such owner on a solicitor and own client basis.

Rule 22 Severability

22 Should any portion of these Renting and/or Leasing Rules be held to be unenforceable by a court of competent jurisdiction, then for the purpose of interpretation and enforcement of the remainder of the Rules, each provision of same shall be deemed to be separate and severable, and the balance of the Rules shall remain in full force and effect.
