

Strata Plan VR-859 Bylaws

- 2 2.8 Where an owner fails to pay a special levy in accordance with bylaw 2.6, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

3 **Repair and maintenance of property by owner**

3.1 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.

3.2 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.

4 **Use of property**

4.1 A resident 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.

4.2 A resident 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.

4.3 An owner is responsible for damage caused by occupants, tenants or visitors to the owner's strata lot.

4.4 A resident must not:

- (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property or that encourages loitering by persons in or about the strata lot or common property;
- (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other resident;

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These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meaning prescribed in the Strata Property Act S.B.C.1998, c 43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant. The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

The provisions hereof shall be deemed independent and severable, and invalidity in whole or part of any bylaw does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion has never been included herein.

1 Compliance with bylaws and rules

1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

2 Payment of strata fees

2.1 An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate.

2.2 If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

2.3 In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50.00 for each contravention of bylaw 2.1.

2.4 An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit for the owner's bank account.

2.5 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 2.4 is a contravention of bylaw 2.4 and the strata corporation will levy a fine of \$25.00 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$25.00 and an administration charge of \$25.00.

2.6 A special levy is due and payable on the date or dates noted in the resolution authorizing the levy.

2.7 Failure to pay a special levy on the due date will result in a fine of \$50.00 for each contravention of bylaw 2.6.

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- 4.4 (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other resident;
- (d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (e) leave on the common property, or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
- (f) use a barbecue, hibachi or other cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time;
- (g) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
- (h) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (i) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply;
- (j) allow a strata lot to become unsanitary or a source of odour;
- (k) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, except where the strata council has approved, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
- (l) install any window coverings, visible from the exterior of his/her strata lot, including newspaper, foil, flags, cardboard, sheets and/or any other material that in council's opinion is not suitable.
- (m) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (n) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;

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- 4.4 (o) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto;
- (p) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (q) place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, barbecues, summer furniture and accessories nor install any hanging plants or baskets or other hanging items outside of the balcony railing line;
- (r) alter the building envelope by installing, hanging or attaching any item to the exterior of the building without the express written permission of the strata council;
- (s) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.
- (i) no resident shall leave open or unlocked any outside entrance, fire escape or entrance from the garage into the building or the building into the garage, unless they are in constant supervision of that entrance.
- (ii) no residents or visitors are permitted in the restricted common areas of the strata corporation such as the roof, boiler room, electrical rooms, mechanical room, except as allowed by strata council members or the property manager.
- (iii) remotes provided to the residents for the opening of the security gate are individually coded and listed. In the event of the loss of a remote, the property manager is to be advised in order that it may be deactivated. Replacements or additional units are available at a cost set by the strata council.

4.5 A resident of a strata lot which does not have enclosed balconies shall not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis, and the responsibility for such maintenance will be solely for the account of the resident entitled to the use of the limited common property on which they are placed.

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5 Pets

5.1 A resident or visitor must ensure that all pets are leashed or otherwise secured when on the common property or on land that is a common asset.

5.2 A resident must not keep any pets in a strata lot other than:

- (a) a reasonable number of fish;
- (b) up to 2 caged birds;
- (c) one dog or one cat.

5.3 A resident who keeps a pet must comply with these bylaws and any rules enacted by the strata council on behalf of the strata corporation pursuant to bylaw 5 with respect to the keeping of pets.

5.4 A resident who keeps a pet in a strata lot, either permanently or temporarily, shall register that pet with the strata council by providing to the strata council a written notice, signed by the resident setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet. All pets are to be registered within seven (7) days of coming into the building. An owner shall notify the strata council, in writing, if their pet(s) is no longer residing in the building.

5.5 An owner of a dog or cat shall attach a collar to the pet with a tag identifying the owner.

5.6 An owner of a pet shall not permit the pet to urinate or defecate on the common property or limited common property, and if the pet does urinate or defecate on the common property or limited common property, the pet owner shall immediately and completely remove all of the pet's waste from the common property or limited common property and dispose of it in a waste container or by some other sanitary means.

5.7 A resident whose visitor brings an animal or pet onto the common property or limited common property shall ensure that the visitor complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.

5.8 No resident shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other resident with uncontrolled barking or howling.

5.9 The strata council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.

5.10 If any resident violates any provision of these bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance, the strata council may, by written notice to such resident cause such resident to have the pet removed from the strata lot within thirty days of receiving such notice.

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6 Inform strata corporation

6.1 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.

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

7 Obtain approval before altering a strata lot

7.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to a strata lot that involves any of the following:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices to the entrance door to a strata lot);
- (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.

7.2 The strata corporation must not unreasonably withhold its approval under subsection 7.1, 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 and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.

7.3 A resident 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.

8 Obtain approval before altering common property

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

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8.2 The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

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

- (a) submit, in writing, detailed plans and description of the intended alteration; ,
- (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council;
- (c) obtain the consent of the owners by written approval of the strata council under bylaw 8.1; and
- (d) obtain the approval of the owners by a % vote resolution at a properly convened general meeting.

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

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8.4 (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as a result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration, and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses were 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.

8.5 An owner 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.

8.6 An owner who, subsequent to the passage of bylaws 8.1 to 8.4 inclusive, 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 alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

8.7 (a) An owner, occupant or tenant must write to the strata council in order for them to obtain the written approval of the Warranty Provider before doing anything to the Building Exterior including, without limitation, any of the following:

1. Installation/attachment of awnings, shades or window coverings to the Building Exterior;
2. Alterations to balconies or patio's;
3. Painting, caulking or any form of maintenance or repair other than keeping the Building Exterior clean;
4. Installation/attachment of a radio or television antenna or satellite dish to the Building Exterior, if the strata bylaws permit;
5. Installation/attachment of covered patios or balcony enclosures;
6. Installation/attachment of television cable, electrical wiring, telephone cable or any pipes or wiring to or through the Building Exterior;
7. Installation, attachment of anything to the building exterior including the walls, window frames, balconies and patios
8. Allowing plant material to attach itself to the exterior wall surfaces;

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- 8 8.7(a) 9. Anything that results in the exterior of the building or any of the building components including balconies, windows, railings, vents or other such things being penetrated or altered such that the warranty is voided.
- (b) Any owner, occupant or tenant who contravenes this bylaw such that the Warranty Provider provides written notice to the Strata Corporation that the Warranty is null and void shall, to the fullest extent of the law, be required to indemnify and hold harmless the Strata Corporation from all costs, damages, losses and expenses incurred by the Strata Corporation as a direct or indirect result of the Warranty becoming null and void including, without limitation, the cost of any increased insurance premiums, the cost of any Building Exterior repairs and maintenance that would otherwise have been provided free of charge by the Warranty Provider during the term of the Warranty and the cost or expense incurred by the Strata Corporation to remedy the contravention of this bylaw including legal fees and disbursements.

9 Renovations/alterations

- 9.1 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 9.2 An owner or a person designated by him/her must be in attendance for all significant renovations/alterations; the determination of significant shall be at the discretion of council.
- 9.3 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.
- 9.4 An owner in contravention of bylaws 9.1 to 9.3 (inclusive) shall be subject to a fine of \$100.00 for each contravention, as well as be responsible for any cleanup or repair costs.

10 Permit entry to strata lot

- 10.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property
- (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,
- (i) 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 Act; and

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- 10 10.1 (b) (ii) to ensure compliance with the Act, these bylaws and Federal, Provincial or Municipal codes and regulations affecting the interest of the strata corporation such as the testing of the fire alarm system and devices contained in a suite.

10.2 The notice referred to in subsection 10.1 (b) must include the date and approximate time of entry, and the reason for entry.

10.3 If forced entry to a strata or limited common property is required due to required emergency access and the inability to contact the owner of the strata lot, or where an owner has failed to provide access as set out in 10.1 (b) the owner shall be responsible for all costs of forced entry and any additional costs incurred by the strata corporation. If forced entry reveals the unit was not the source of the problem, the strata corporation shall pay any costs incurred.

11 Repair and maintenance of property by strata corporation

11.1 The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;

- 11.1 (c) (ii) (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
- (D) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property (however, the failure of the seal in a window, door and skylight unit shall not be sufficient reason for the strata to change the window);
- (E) fences, railings and similar structures that enclose patios, balconies and yards;

- (d) a strata lot in a strata plan, but the duty to repair and maintain it is restricted to

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- 11 11.1 (d) (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 (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property (however, the failure of the seal in a window, door and skylight unit shall not be sufficient reason for the strata to change the window);
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

12 Council size and eligibility

- 12.1 The council must have at least 3 and not more than 7 members.
- 12.2 As permitted by section 28(2) of the Act, the following may serve on council
- (a) an owner (unalterable);
 - (b) an individual representing a corporate owner (unalterable);
 - (c) a tenant assigned the rights to represent his/her landlord (unalterable);
 - (d) a spouse, including a common law spouse, of an owner where "spouse of the owner" includes an individual who has lived and cohabitated with the owner, for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender;
 - (e) a professional advisor of an owner.

13 Council members' terms

- 13.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 13.2 A person whose term as council member is ending is eligible for re-election.

14 Removing council member

- 14.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.**

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- 14 14.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

14.3 No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

14.4 No persons may stand for council or continue to be on council with respect to a strata lot 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.

15 Replacing council member

15.1 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.

15.2 A replacement council member may be appointed from any person eligible to sit on the council.

15.3 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.

15.4 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.

16 Officers

16.1 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, and a treasurer.

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

16.3 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) if the president is removed, or
- (c) for the remainder of the president's term if the president ceases to hold office.

16.4 The strata council may vote to remove an officer.

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- 16 16.5 If an officer other than the president is removed, resigns, or is unwilling or unable to act, the council members may appoint a replacement officer from among themselves for the remainder of the term.

17 **Calling council meetings**

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

17.2 The notice must be in writing to all members of council.

17.3 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.

18 **Requisition of council hearing**

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

18.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under subsection 18.1, the council must hold a meeting to hear the applicant within one month of the request.

18.3 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.

18.4 For the purposes of this bylaw, "hearing" means an opportunity to be heard in person at a council meeting.

19 **Quorum of council**

19.1 A quorum of the council is

- (a) 2, if the council consists of 3 or 4 members,
- (b) 3, if the council consists of 5 or 6 members, and
- (c) 4, if the council consists of 7 members.

19.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

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20 Council meetings

20.1 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.

20.2 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

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

20.4 Owners may attend council meetings as observers. In the course of a meeting of the council, any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.

20.5 Notwithstanding subsection 20.4, 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.

21 Voting at council meetings

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

21.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

21.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

22 Council to inform owners of minutes

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

23 Delegation of council's powers and duties

23.1 Subject to subsections 23.2 to 23.4, 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.

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23 23.2 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 23.3.

23.3 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.

23.4 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 an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

24 Limiting expenditures of council

24.1 Subject to subsection 24.3 below, if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the strata corporation may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this subsection 24.1 in the same fiscal year, is less than:

- (a) \$2,500; or
- (b) 5% of the total contribution to the operating fund for the current year, whichever is less.

24.2 If the strata corporation makes an expenditure under subsection 24.1 above, the strata corporation must inform owners as soon as feasible about any expenditure of more than \$1,000 on any single item.

24.3 Notwithstanding subsection 24.1 above, the strata corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

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25 Limitation on liability of council member

25.1 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.

25.2 Subsection 25.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

25.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

26 Maximum fine

26.1 Except where specifically stated to be otherwise 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.

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

26.3 The strata council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines, and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

26.4 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.

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- 26 26.5 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.

27 **Continuing contravention**

27.1 Except where specifically stated to be otherwise in these bylaws, 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.

28 **Quorum for annual and special general meetings**

28.1 A quorum for an annual or special general meeting is eligible voters holding 1/3 of the strata corporation's votes, present in person or by proxy.

28.2 Notwithstanding section 48(3) of the Act, if within one-half 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 proceed and the eligible voters present in person or by proxy shall constitute a quorum.

29 **Person to chair general meetings**

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

29.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

29.3 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.

30 **Participation by other than eligible voters**

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

30.2 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.

30.3 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.

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31 Voting

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

31.2 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.

31.3 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.

31.4 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.

31.5 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.

31.6 Despite anything in this section, an election of council or removal of a council member must be held by secret ballot, and any other vote if the secret ballot is requested by an eligible voter.

31.7 An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the owner is in arrears of strata fees or other charges.

32 Electronic attendance at meetings

32.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.

32.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

33 Order of business

33.1 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;

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- 33 33.1 (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

34 Voluntary dispute resolution

34.1 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.

34.2 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.

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

35 Small claims actions

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

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36 Garbage disposal and recycling

36.1 A resident shall remove ordinary household refuse, recyclable materials and garbage from his/her strata lot and deposit it in the appropriate garbage and recycling containers provided by the strata corporation for that purpose; all garbage shall be bagged in leak-proof bags and tied before so depositing. The resident shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his/her expense.

36.2 Christmas trees are not to be placed in the garbage container. It is the responsibility of the person disposing of the tree to remove it from the strata property.

37 Bicycles, storage and parking

37.1 Bicycles shall be stored within the owner's designated storage locker or in the owner's designated parking stalls. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.

37.2 Any resident that leaves any item anywhere on or in the common property or on any limited common property does so at his/her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

37.3 A resident must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council.

37.4 A resident shall not:

- (a) use any parking space in the building or on the common property or on any limited common property except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
- (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
- (c) rent or lease the parking space assigned by the strata corporation to his strata lot or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
- (d) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
- (e) use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.

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- 37 37.5 A resident must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.
- 37.6 Guest vehicles in visitors stalls for more than 24 hours or overnight shall display a guest parking card obtainable from the owner.
- 37.7 Violators of bylaw 37.3, 37.4 or 37.5 shall be subject to a fine of \$50.00 for the first offence and subject to further fines and towing of the vehicle at the owner's expense thereafter.
- 38 **Move in / Move out**
- 38.1 The strata corporation may regulate the times and manner in which any person moves into or out of strata lots and may require that such moves be co-ordinated with the manager of the building at least 7 days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner or tenant carries out any move into or out of a strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, the owner or tenant will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly strata fees.
- 38.2 An owner or tenant must notify the strata corporation in advance of the date and time that the owner or tenant will be moving into or out of the strata lot.
- 39 **Selling of strata lots**
- 39.1 An owner of a strata lot, when selling his/her strata lot, will not permit "For Sale" signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose.
- 39.2 An owner of a strata lot, when selling a strata lot, will not hold or permit to be held, any public open house except in the manner prescribed by the council. One open house for agents will be allowed per listing. Unless the council otherwise prescribes, all showings must be by appointment only.
- 40 **Acquisition or disposition of personal property**
- 40.1 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 % vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.00
- 41 **Hardwood floors**
- 41.1 An owner of a strata lot who has or installs hard floor surfaces such as hardwood floors or tile in a strata lot must take all reasonable steps to satisfy noise complaints from neighbours.

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42 Rental restrictions

Subject to the provisions of this bylaw, strata lots shall be owner-occupied only, with the following considerations and exceptions:

42.1 At any given time up to 2 strata lots may be leased for terms of not less than one year, and the procedure to be followed by the strata corporation in administering this limit will be as follows:

- (a) any owner wishing to rent a strata lot must make an application in writing to the council;
- (b) approvals will be granted by the council on a first-come basis in the order of the date such applications are received by the council;
- (c) the council will not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot except as set out in this bylaw;
- (d) the council will consider each application upon receipt and will respond to each application in writing within one week of receipt;
- (e) the council will keep a list of owners who wish to rent their strata lot and the priority of their application, and will advise each owner as soon as their application can be accepted;
- (f) upon acceptance of an application to rent, an owner must enter into a lease of a strata lot within three (3) months from acceptance by the council of such owner's application or the acceptance will be automatically revoked and the council will be entitled to advise the owner next following on the list that its application to rent a strata lot has been approved; and
- (g) an owner may continue to lease his/her strata lot until the earlier of the date such owner moves into the strata lot to take occupancy and the date the strata lot is sold by the owner to a third party.

42.2 Notwithstanding subsection 42.1 (a) where cases of undue physical or financial hardship of a personal nature arise, the owner may make a written request to the council for permission to rent a strata lot for a limited period of time, and where the council has been provided with evidence that undue hardship will result if limited rental approval is not given, the council shall not unreasonably withhold permission for limited rental.

42.3 This bylaw does not apply to prevent the rental of a strata lot to a member of the "family" of an owner, meaning:

- (i) the spouse of the owner;
- (ii) a parent or child of the owner; or
- (iii) a parent or child of the spouse of the owner

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- 42 42.3 *Where "spouse of the owner" includes an individual who has lived and co-habited with the owner, for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.*

42.4 Where an owner has leased a strata lot to a tenant pursuant to a tenancy agreement entered into before this bylaw was passed, this bylaw does not apply to such strata lot until the later of:

- (a) one year after the tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy the strata lot as a tenant; and
- (b) one year after the bylaw has been passed.

42.5 The strata corporation is entitled to impose a fine of up to \$500 for a contravention of this bylaw, and may impose such fine for a continuing contravention every seven days.

4.6 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by 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, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

May 12,2010

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