

**Preamble**

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 meanings 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 segments of these by-laws, which are in *italic*, are found in the Strata Property Act, S.B.C. 1998, and are provided within this document for informational purposes only, and cannot be voted on.

**Duties of Owners, Tenants, Occupants and Visitors**

- 1. Compliance with Bylaws and Rules**
  - 1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation as adopted from time to time.
- 2. Payment of Strata Fees and Special Levies**
  - 2.1 *An owner must pay strata fees on or before the first day of the month to which the strata fees relate.*
  - 2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will result in a fine of \$25.00 for each contravention of bylaw 2.1, until such time as the owner contacts the Strata Council to arrange for an alternate means of payment or payment plan as approved by the Strata Council. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$25.00 and an administration charge of \$25.00.
  - 2.3 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 from the owner's bank account.
  - 2.4 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 2.3 is a contravention of bylaw 2.3 and the strata corporation will levy a fine of \$25.00 for each contravention.

- 2.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.6 Failure to pay a special levy on the due date will result in a fine of \$100.00 for each contravention of bylaw 2.5.
- 2.7 Where an owner fails to pay a special levy in accordance with bylaw 2.5, 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 any damage caused by occupants, tenants or visitors to the owner's strata lot, common property, and limited common property.

- 4.4 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, and for the purposes of bylaws 4.1, 4.2 and 4.3, 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.
- 4.5 A resident must not use, or permit to be used, the strata lot except as a private dwelling home and, unless granted prior written approval by the council, a resident must not allow more than two persons to occupy a strata lot originally designated by the owner developer as a one bedroom unit and not allow more than four persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit. For the purposes of this bylaw 4.5, a "person" is defined to include children, but exclude visitors staying for less than 30 days with an owner, occupant or tenant of a strata lot.
- 4.6 An owner or occupant who alleges hardship as a result of the passage of bylaw 4.5 may appeal to the council for permission to be exempt from bylaw 4.5 on the basis of hardship and the council must not unreasonably refuse the appeal.
- 4.7 Flower boxes and planters must be installed in a manner which does not compromise the integrity of the protective outer shell of the building, and must be positioned so that they do not extend or protrude beyond the outer perimeter line of the balcony, deck or patio.

## **5. Pets and Animals**

- 5.1 A resident or visitor must not keep any Pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
- 5.2 *A resident 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.*
- 5.3 *A resident must not keep a Pet on a strata lot other than one or more of the following:*
- (a) *a reasonable number of fish or other small aquarium animals, including turtles;*
  - (b) *a reasonable number of small caged mammals;*
  - (c) *up to 2 caged birds;*
  - (d) *two dogs or two cats, or one dog and one cat.*

- 5.4 A resident must not harbour exotic pets, including not exhaustively, snakes, all other reptiles, spiders or large members of the cat family.
- 5.5 A resident or visitor must not permit a loose or unleashed Pet at any time on the common property or on land that is a common asset. A Pet found causing a nuisance on common property or land that is a common asset may be delivered to the municipal pound at the cost of the strata lot owner, once prior notice is given.
- 5.6 A resident must not keep a Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a Pet which is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such Pet to be removed permanently from the strata lot, the common property or common asset or all of them, if corrective measures have not been taken.
- 5.7 If a resident contravenes bylaw 5.6, the owner of the strata lot will be subject to a fine of \$50.00.
- 5.8 Notwithstanding bylaw 5.7, a resident whose Pet contravenes bylaw 5.6 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- 5.9 A Pet owner must ensure that a Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the Pet owner.
- 5.10 A strata lot owner must assume all liability for all actions by a Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 5.11 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.
- 5.12 A resident who contravenes any of bylaws 5.1 to 5.6 (inclusive) or 5.9 to 5.11 (inclusive) will be subject to a \$50.00 fine.
6. **Inform Strata Corporation**
- 6.1 An owner must notify the strata corporation of:
- (a) within two weeks of becoming an owner; the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any.

6.2 *On request by the strata corporation, an owner must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.*

## **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 and any interior walls;*
- (b) the exterior of a building;*
- (c) patios, 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; and*
- (h) wiring, plumbing, piping, heating, air conditioning and other services.*
- (i) changing carpeting to any hard-surface flooring (i.e. hardwood, laminate wood flooring, tiles, etc.).*
- (j) See SCHEDULE 'A'*

7.2 *The strata corporation must not unreasonably withhold its approval under bylaw 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. Without limiting the generality of the foregoing, By-law 7.2 applies to the installation of hard surface flooring.*

7.3 *An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and a written description of the intended alteration.*

## **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.*

**8.2 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; and**
- (c) obtain the consent of the owners by written approval of the strata council under bylaw 8.1.**

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

- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;**
- (b) that the standard of work and materials be not less than that of the existing structures;**
- (c) that all work and materials necessary for the alteration be at the sole expense of the owner;**
- (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;**
- (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.**

- 8.4 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.
- 8.5 An owner who, subsequent to the passage of bylaws 8.1 to 8.3 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.
- 8.6 In addition to any costs and penalties assessed in Bylaw 8.5, the Owner shall be fined \$50.00 for failure to comply with any one or more of the specifications outlined in Bylaw 8.5

## **9. Renovations/Alterations**

- 9.1 An owner must give the council prior notice of the scheduled arrival of tradespersons or delivery of materials for any large-scale renovations. (See 7.1) Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.
- 9.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers for any large-scale renovations.
- 9.3 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. For hired tradespeople, the same days/hours apply as above except for Sundays and statutory holidays. To perform renovations/alterations on statutory holidays and Sundays by a hired tradesperson, an owner must apply for permission in writing to the council at least five business days before the holiday date.
- 9.4 An owner must be in attendance for all **SIGNIFICANT** renovations/alterations, the determination of **SIGNIFICANT** shall be in the discretion of the council.
- 9.5 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.

9.6.1 An owner in contravention of bylaws 9.1 to 9.5 (inclusive) shall be subject to a fine of \$100.00 for each contravention, as well as be responsible for any clean up or repair costs.

9.7 An owner must post the dates of renovation on the notice board in the garage.

## **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;

(b) at a reasonable time, with acknowledgement of written notice,

(i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or

(ii) *to ensure a resident's compliance with the Act, bylaws and rules.*

(c) if access is not provided within the allotted timetable, the cost for an additional visit will be borne by the owner.

10.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation.

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

## **Powers and Duties of Strata Corporation**

### **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;*
  - C. *patios, 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 common property;*
  - 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) *patios, chimneys, stairs, balconies and other things attached to the exterior of a building,*
  - (iv) *doors, windows and skylights on the exterior of a building or that front on common property, and*
  - (v) *fences, railings and similar structures that enclose patios, balconies and yards.*

## **Council**

### **12. Council Size**

- 12.1 *Subject to bylaw 13.2 below, the council must have at least 3 and not more than 7 members.*

### **13. Council Eligibility**

- 13.1 **Where a Strata Lot is owned by more than one person, only one of them may be a member of Council at any one time.**
- 13.2 **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 section 116(1) of the Act.**

13.3 No person 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.

**14. Council Members' Terms**

14.1 *The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.*

14.2 *A person whose term as council member is ending is eligible for re-election.*

**15 Removing Council Member(s)**

15.1 *Unless all the owners are on the council, the strata corporation may, by a resolution passed by a two-thirds (2/3) vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed. In this bylaw 15.1, a 2/3 (two-thirds) vote means a vote in favour of a resolution by at least 2/3 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.*

15.2 *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 or the remaining members of the council may appoint a replacement council member for the remainder of the term.*

15.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.

15.4 The council may appoint the remaining council members necessary to achieve a quorum for the strata corporation, even if the absence of the members being replaced leaves the council without a quorum.

15.5 A replacement council member appointed pursuant to bylaws 15.2 and 15.4 may be appointed from any person eligible to sit on the council.

**16. Replacing Council Member(s)**

16.1 *If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.*

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

16.3 *The council may appoint a council member under bylaw 16.2 even if the absence of the member being replaced leaves the council without a quorum.*

16.4.1 *If all the members of the council resign or are unwilling or unable to act 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.*

## **17. Officers**

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

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

17.3 *The vice president has the powers and duties of the president*

*(a) while the president is absent or is unwilling or unable to act,*

*(b) if the president is removed, or*

*(c) for the remainder of the president's term if the president ceases to hold office.)*

17.4 *The strata council may vote to remove an officer.*

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

## **18. Calling Council Meetings**

18.1 *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.*

18.2 *The notice in bylaw 18.1 does not have to be in writing.*

18.3 *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*
- (iii) *are unavailable to provide consent after reasonable attempts to contact them.*

**19. Requisition of Council Hearing**

- 19.1 *By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request.*
- 19.2 *Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 19.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.*
- 19.3 *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 date of the hearing.*

**20. Quorum of Council**

- 20.1 *A quorum of the council is*
  - (a) *3, if the council consists of, 3 or 4 members,*
  - (c) *3, if the council consists of 5 or 6 members, and*
  - (d) *4, if the council consists of 7 members.*
- 20.2 *Council members must be present in person, by conference call, at the council meeting to be counted in establishing quorum.*

**21. Council Meetings**

- 21.1 *The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.*
- 21.2 *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.*
- 21.3 *If a council meeting is held by electronic means, council members are deemed to be present in person.*
- 21.4 *Owners and spouses of owners may attend council meetings as observers.*
- 21.5 *Despite bylaw 21.4, 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.*

## **22. Voting at Council Meetings**

- 22.1 *At council meetings, decisions must be made by a majority of council members present in person at the meeting.*
- 22.2 *If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.*
- 22.3 *The results of all votes at a council meeting must be recorded in the council meeting minutes)*

## **23. Council to inform Owners of Minutes**

- 23.1 *The council must circulate, either in writing or by electronic means, or post for owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.*

## **24. Duties of Council**

- 24.1 *Pursuant to Section 35 of The Act and the Regulations, the Council must keep the following records, in one location, or in the possession of one person, and must make them available, on request, to an Owner or a person authorized by the Owner, all of the following:*
  - (a) *a copy of The Act and of the Bylaws and Rules of the Strata Corporation;*
  - (b) *a copy of special or unanimous resolutions;*
  - (c) *a copy of all legal agreements to which the Corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licences, easements or rights of way;*
  - (d) *a register of members of Council;*
  - (e) *a register of the Strata Lot Owners, setting out the Strata Lot number, the name of the Owner, the unit entitlement, the name and address of any mortgagee who has notified the Strata Corporation ;*
  - (f) *a register of all tenants resident in the building, setting out the suite number and the Strata Lot number, and any other pertinent data which is available, and a notation of any assignment to the tenant by the Owner;*
  - (g) *the annual budget for each year; and*
  - (h) *the minutes of General Meetings and of Council meetings.*

24.2 *The Council must do all of the following:*

- (a) *keep minutes of all General Meetings, and send copies of such meetings to all Owners as soon as feasible after each General Meeting;*
- (b) *cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure takes place;*
- (c) *prepare proper accounts relating to all money of the Corporation, and the income and expenditure of it, for each Annual General Meeting; and*
- (d) *on application of an Owner or mortgagee, or a person authorized in writing by either of them, make the books of account available for inspection*  
*at all reasonable times.*

**25. Delegation of Council's Powers and Duties**

25.1 *Subject to bylaws 25.2, 25.3 and 25.4, 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.*

25.2 *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 bylaw 25.3.*

25.3 *A delegation of a general authority to make expenditures must*

- (a) *set a maximum amount that may be spent, at the Annual General Meeting, and*
- (b) *indicate the purposes for which, or the conditions under which, the money may be spent.*

25.4 *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.*

**26. Spending Restrictions**

26.1 *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.*

**27. Limitation on Liability of Council Member**

27.1 *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.*

27.2 *Bylaw 27.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.*

27.3 **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.**

**Enforcement of Bylaws and Rules**

**28. Fines**

28.1 *Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant:*

*(a) up to \$100.00 for each contravention of a bylaw, and*

*(b) up to \$50.00 for each contravention of a rule.*

28.2 **Payment of all fines shall be due immediately, and must be paid no later than the first day of the month following the imposition of the fine. All remittances are to be made to Strata Corporation VR1581, at the Corporation's civic address in Vancouver, B.C.**

28.3 **The 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.**

**29. Continuing Contravention**

29.1 *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.*

## **Annual and Special General Meetings**

### **30. General Meetings**

- 30.1 *The Strata Corporation must hold an Annual General Meeting no later than 2 months after the Strata Corporation's fiscal year ends, except if the Owners eligible to vote waive the holding of the Meeting, as provided in The Act, Section 40(2).*
- 30.2 *General Meetings other than the Annual General Meeting shall be called "Special General Meetings".*
- 30.3 *The Council may convene a Special General Meeting whenever it deems necessary, after giving proper notice as provided in The Act, Section 45.*
- 30.4 (a) *Persons holding at least 25% of the Corporation's eligible votes may, on written demand, require the Strata Corporation to convene a Special General Meeting.*
- (b) *The demand must be signed by each of the persons making it.*
- (c) *The Strata Corporation must convene the Special General Meeting within four weeks after the demand is delivered to it, except as provided in The Act, Section 44.*
- 30.5 (a) *At least 14 days' notice of every General Meeting, specifying the place, date, and hour of the Meeting, and in the case of special business, the general nature of that business and the proposed wording of any resolution requiring a 3/4 or unanimous vote, must be delivered to every Owner, every first mortgagee who has given the Corporation a "Mortgagee's Request for Notification" (Form C) and every tenant who has been assigned a landlord's right to vote under Section 147 or Section 148 of The Act.*
- (b) *An accidental omission to give notice to an Owner or to a first Mortgagee or to an assigned tenant or failure to receive the notice by any of them does not invalidate the proceedings at the Meeting.*

### **31. Quorum of Meeting**

- 31.1 **If within 1/2 hour from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further 1/2 hour on the same day and at the same place. If within a further 1/2 hour from the time of the adjournment, a quorum is not present, the meeting is re-scheduled.**



**32. Person to Chair Meeting**

32.1 *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, eligible to vote, who are present at the meeting.*

**33. Participation by Other than Eligible Voters**

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

33.2 *Persons who are not eligible to vote may participate in the discussion at a meeting, but only if permitted to do so by the Chair of the meeting*

33.3 *Tenants who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.*

**34. Voting**

34.1 *Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 53(2) of the Act.*

34.2 *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 53(2) of the Act.*

34.3 *At an annual or special general meeting a vote is decided on a show of hands, unless an eligible voter requests a precise count.*

34.4 *If a precise count is requested, the chair must decide whether it will be by show of hands or by roll call, secret ballot or some other method.)*

34.5 *The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.*

34.6 *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.*

34.7 *Despite anything in bylaws 34.1 to 34.6 (inclusive), an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter)*

**35. Eligible Voters**

35.1 *The following persons may vote at an Annual or Special General Meeting:*

(a) *An Owner, and where 2 or more persons share one vote with respect to a Strata Lot, only one of them may vote, unless a tenant or mortgagee has the right to vote under paragraphs 35.1(b) or 35.1(c);*

(b) *a tenant who has been assigned a landlord's right to vote under Section 147 or Section 148 of The Act, except is a mortgagee has the right to vote;*

(c) *a Mortgagee of a Strata Lot, but only in respect of insurance, maintenance, finance or other matters affecting the security for the mortgage, and only if that Mortgagee has complied with the provisions of Section 54(c) of The Act.*

**36. Proxies**

36.1 *Any person who may vote under By-laws 37.1, 37.2 and 37.3 may vote in person or by proxy.*

36.2 *A document appointing a proxy*

(a) *must be in writing signed by the person appointing the proxy or his attorney;*

(b) *may be either general or for a specific meeting or a specific resolution, and it may provide instruction to the proxy indicating the manner in which the vote is to be cast; and*

(c) *may be revoked at any time.*

36.3 *A proxy may be an Owner or any other person in accordance with Sec. 56 (3) of The Act and its Regulations.*

36.4 *A proxy stands in the place of the person appointing the proxy, and has all the rights and privileges which that person normally would have during the meeting.*

**Order of Business**

37.1 *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;*
- (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.*

37.2 *In the event that a Special General Meeting is held on demand and in accordance with Sec. 43 of The Act, the notice of meeting and agenda must include the subject cited in the demand, and where appropriate the agenda will follow that of an Annual General Meeting, except that the first item in the order of business to be considered must be the subject cited in the demand and/or any proposed resolution pertaining thereto.*

## 38. **Notices**

### 38.1 *Definition of notices*

- (a) *The word "notice" shall include any request, statement or other writing required or permitted to be given by the Strata Corporation to the Owner or tenant of the Strata Lot.*

### 38.2 *Delivery of Notices*

- (a) *Unless otherwise specifically stated in these By-laws, delivery of any notice required to be given under The Act or under these By-laws shall be well and sufficiently given if mailed to the Owner at the address of his Strata Lot or if left with him or some adult person at that address.*

- (b) *Any Owner may at any time in writing advise the Strata Corporation of a change of address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the Owner for the purpose of the giving of notices.*
- (c) *A notice given by Canada Post shall be deemed to have been delivered 7 days after it is posted.*
- (d) *As permitted under Sec. 65 of The Act, a notice to resident Owners and resident tenants will have been truly given by the posting of an information document in the notice boards located in the parking garage.*

### **Voluntary Dispute Resolution**

#### **39. Voluntary Dispute Resolution**

- 39.1 *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.*
- 39.2 *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*
- 39.3 *The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.*

### **Small Claims Court Proceedings**

#### **40. Authorization to Proceed**

- 40.1 *The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, 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.*

## **Marketing Activities by Owners and Occupants**

### **41. Sale of a Strata Lot**

- 41.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.

### **Insurance**

### **42. Insuring against Major Perils**

- 42.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

### **Storage**

### **43. Storage Lockers and Bicycle Storage**

- 43.1 A resident must store bicycles and tricycles only in basement parking areas, the bicycle rack and storage lockers.
- 43.2 A resident must not store any hazardous or flammable substances in storage lockers.

### **Parking**

### **44. Parking**

- 44.1 No resident, without permission from the Council, may have any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers entering or be parked or stored on common property, limited common property or land that is a common asset.
- 44.2 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 44.3 A resident storing a vehicle must provide proof of valid insurance to the strata corporation on the commencement date of the storage, and on request thereafter.
- 44.4 An owner must not sell, lease or licence parking stalls to any person other than an owner or occupant.
- 44.5 A resident must park only in the parking stall assigned to the resident.
- 44.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
- 44.7 Any resident's vehicle parked in violation of bylaw 44.6 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

- 44.8 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or do any major work on vehicles.
- 44.9 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- 44.10 A resident or visitor must not smoke while in the parking garage.
- 44.11 A resident must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area. While washing, a resident must keep audio volume low, and use sprayer that controls water flow.
- 44.12 A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue.
- 44.13 Except for firewood, a resident must not store any hazardous or flammable substances in the parking garage.
- 44.14 The only other items permitted to be stored in the resident's assigned parking spot must be neat and confined

### **Moving**

- 45. Moving In/Out Procedures**
- 45.1 An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by council from time to time.
- 45.2 A resident must provide notice to the strata corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 8:00 am and 10:00pm seven days a week.
- 45.3 A resident must ensure that all common areas are left damage free, clean must ensure that all common areas are left damage-free and clean.
- 45.4 A resident must pay a refundable damage deposit of \$100.00, whether in or out, prior to any move, to a Strata Council member, and any expenses....deposit; any expenses incurred over the \$100.00 damage deposit will be levied against the owner. The deposit will be refunded back to the resident within 72 hours of the move if no damage has resulted.
- 45.5 A resident contravening bylaws 45.1 to 45.4 (inclusive) shall be subject to a fine of \$100.00.

## **Appearance of strata lots**

### **46. Cleanliness**

- 46.1 A resident must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.
- 46.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately. Packing boxes shall be flattened and placed with recycling.

## **Residential Leases**

47. See SCHEDULE "B"

## **Visitors and Children**

### **48. Children and Supervision**

- 48.1 Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level that will not disturb the rights of quiet enjoyment of others.
- 48.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level that will not disturb the quiet enjoyment of others.
- 48.3 Residents are responsible to assume liability for and properly supervise activities of children including, but not exhaustively, bicycling, skateboarding and hockey.

### **49. Miscellaneous**

- 49.1 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 49.2 Subject to bylaw 41.1, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.

- 49.3 A resident may post notices on the designated bulletin board, subject to being removed by the council if deemed inappropriate.
- 49.4 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
- 49.5 A resident must ensure that drapes, horizontal shutters, or horizontal blinds visible from the outside of the building are cream or white in colour.
- 49.6 A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles, (other than seasonal displays) are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 49.7.1 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.

## **50. Guest Suites**

- 50.1 Strata lot owners who rent the guest suite for any period of time, are responsible for ensuring that the suite is left in a clean and tidy condition, with sheets laundered, the bathroom cleaned, and the carpets vacuumed.
- 50.2 If the Strata lot owner fails to comply with 50.1, then that owner may be subject to a fee of \$20/hour for professional cleaning.
- 50.3 There are no pets allowed inside the guest suite at any time.
- 50.4 The maximum allowable rental of the guest suite is two weeks at any one time. If an owner wishes to extend this rental period, permission may be granted.
- 50.5 Suite may be subject to blackout periods due to special circumstances

## **51 Garbage**

- 51.1 All household refuse and wet garbage must be securely wrapped and placed in the garbage bins in the garbage room located off the parking garage (parkade). Household refuse and wet garbage must not be placed in receptacles located in the main lobby and the laundry room, nor left in halls, stairs, lobbies or elevators of the building.
- 51.2 Discarded furniture, appliances, mattresses, carpeting, etc., must not be left anywhere. Each Resident must arrange and pay for their disposal themselves.



51.3 Refuse for re-cycling must be placed in the appropriate bins. No wet or kitchen garbage is to be placed in these bins.

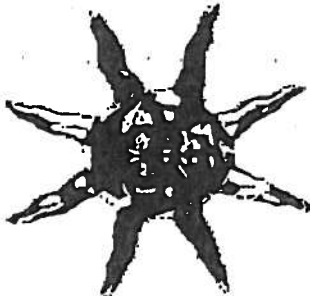
51.4 In the event that a specific re-cycling bin is filled, the refuse must be securely wrapped and placed in the regular garbage bin. Residents must not leave refuse lying on the parking garage floor beside the re-cycling bins.

**51. Complaints**

52.1 Complaints and/or requests shall be submitted to Strata Council or its appointed agent in written form.

52.2 The Strata Council shall consider the written submissions at the next scheduled meeting of the council, and report on the results of their deliberations within two (2) weeks after the date of that meeting.

52.3 In the event that a Resident makes a justified complaint about noise from the Suite above associated with hard surface floors, the offending Resident must cooperate with Strata Council or its representative and shall make every effort to reduce the noise by installing area carpets and by wearing soft soled shoes.



# Strata VR-1581 Maintenance Schedule

Winter	Spring	Summer	Fall
Clean Drains - Owner	Spring time Gardening	Water Flower Beds	Winterize Flower Beds
Inspect walls for signs of Leaks	Inspect walls for signs of Leaks	Inspect walls for signs of Leaks	Inspect walls for signs of Leaks
Clean Guest Suite	Wasp Inspection - April	Dryer Vent Inspection (every 2 years on the odd years)	Chimney Inspection (every 2 years on the even years in Sept.)
	Turn on Outside water Taps (April) - Owners w/shut-offs	Clean Guest Suite	Shut off Outside water Taps (Oct.) - Owners w/shut-offs
	Power Wash the Sidewalks		Clean Decks - Owner
	Turn On Sprinklers		Turn Off Sprinklers
	Parking Stall Auction - March		Clean Drains - Owner
	Clean Windows		Clean Guest Suite
	Clean Flashings		
	Clean Guest Suite		

STRATA PLAN UP1581  
EMERALD COURT

PROPERTY MANAGER: MICHAEL PERTLAND LAST UPDATE: OCTOBER 05  
 CONTRACT EFFECTIVE: \_\_\_\_\_  
 MEETINGS: 6 + AGM FIN. STMT.: EVERY MONTH  
 NUMBER OF UNITS: 30 YEAR END: SEPTEMBER 30  
 ADDRESS: 877 WEST 7TH AVENUE, VANCOUVER  
 STRUCTURE TYPE: WOOD FRAME - 4 BLDG

UNIT	COUNCILLORS	HOME	OFFICE	FAX
15	ROBERT ARBENTHUIS			
02	JILL MACLAUCHLAN			
12	LORNE HILDEBRANDT			
08	CATE JIMMON			
06	BARB NEILANS			
09	LAWRENCE VERKUYL			

Access Key : LORNE HILDEBRANDT (T): 604 872 5936  
 Boiler : \_\_\_\_\_ (T): \_\_\_\_\_  
 Caretaker : LORNE HILDEBRANDT (T): 604.872.5936  
 Chimneys/Vents : PICKENS CHIMNEY (EVEN YRS. ONLY) (T): 604-694-1953  
 Drains/Sumps : KOALA - T (T): 604.830.2674  
 Elec/Gas : YOUNG ELECTRIC (T): 604.942.0430  
 Elevator : KOALA - T (T): \_\_\_\_\_  
 Enterphone : N/A (T): \_\_\_\_\_  
 Enterphone Key : N/A (T): \_\_\_\_\_  
 Fire Alarm : VOLTECH (T): 604 299 8881  
 Inspection(s) : INVOICE DEVICES & FLOW SWITCH  
PLY SPRINKLER SYSTEM  
 Garage Door : OVER HEAD DOOR (T): 604 420 4411  
 Transmitters : LORNE HILDEBRANDT (T): 604 872 5936  
 Garbage : WASTE MANAGEMENT (T): 604 520 7871

OUTDOOR SPRINKLES : ABLE IRRIGATION (T) 604 504-7676  
 Handyman : LORENE HILDEBRANDT (T) : 604-872-5936  
 Management : \_\_\_\_\_ (T) : \_\_\_\_\_  
 Insurance : JOHNSTON MEIER INS. SERV (T) : \_\_\_\_\_  
                   PICK TIDDER (T) : 604-736-3831  
 Water Deduct. : \_\_\_\_\_  
 Insurance Appr. : OCEAN PROVINCE (T) : 604-985-5339  
 Landscaper : PLAKES & LADDERS - JEFF (T) : 604 727 0170  
                   SPRING / FALL CLEANUP ONLY  
 Locksmith : CITY LOCK (T) : \_\_\_\_\_  
 Pest Control : \_\_\_\_\_ (T) : \_\_\_\_\_  
 Plumber : KOALA-T (PAUL) (T) : 604-330-2674  
                   604 942 0430  
 Property Taxes : \_\_\_\_\_ (T) : \_\_\_\_\_  
 Recycling : CITY OF VANCOUVER (T) : \_\_\_\_\_  
 Roof : \_\_\_\_\_ (T) : \_\_\_\_\_  
 Snow Removal : LORNE H. (T) : 604 872 5936  
 Water Leaks : ADAIR MAINT - KEVIN ADAIR (T) : 604 686 8165  
                   604 321 1077  
 Water/Sewer : \_\_\_\_\_ (T) : \_\_\_\_\_  
 Window Cleaning : MILNER'S WINDOW CLEANING (T) : 604-688-6840  
 Window Seal Replacement : FLACKS GLASS - JAMIE (T) : 604 327-7474

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Fines: \_\_\_\_\_  
 Moving Fee: \_\_\_\_\_  
 Rental By-law: NA Limit: \_\_\_\_\_ No. Rented: \_\_\_\_\_  
 Pets: \_\_\_\_\_ Children: \_\_\_\_\_  
 Minutes: \_\_\_\_\_  
 Meetings: \_\_\_\_\_  
 AGM Meetings Held In: OCT / NOV