



RULES

AVANTI – STRATA PLAN LMS 3853

The following rules have been developed for the preservation of the overall consistent appearance and the value of the interior and exterior of the building.

It is the intention of the Strata Council to maintain both a secure, livable environment and a property of good resale value. It is in this context that these Rules have been developed.

Adequate Insurance:

Neither one of the Strata Corporation, Strata Council, nor the Managing Agent are responsible for any personal injury, loss or damage to personal property in a strata lot, the storage area or common property. However, an owner may be responsible for all actions, damages and/or injury caused by themselves or their guests.

Therefore, an owner should check with their household insurance agent and inquire about additional insurance for a condominium owner that will cover an owner in the event of such injury or damage.

If you have made any changes in your unit, such as upgrading the carpet or cupboards, you will have to insure these over and above the Strata Corporation Coverage.

Alterations to Common Property:

An owner shall not make any structural changes or alterations to the Common Property including Limited Common Areas, *e.g. balconies and patios*, unless the Strata Council has granted approval to the owner, in writing. If an owner makes structural changes/alterations without the consent of the Strata Council, the owner will be asked to restore the area to its original condition. If the owner fails to do so, the Strata Council will authorize work to have the area restored and the owner will be charged with all costs incurred.

The Strata Council will not approve any item using screws or nails to affix items to the exterior of building as it may allow water through the membrane damaging the structure and the interior of the building. Changes shall include hanging baskets, shelves and decorations.

Changes that have already been made without Strata Council's approval must be brought to the council for approval.

Apartment Entry:

There is no Manager living on site and no one except for the owner has a key to your strata lot. Therefore, if you lose your keys you must call a locksmith to gain entry. If access to your strata lot is required you will be contacted to provide entry. Owners are to leave emergency contacts with the Property Manager. The Property Manager will first attempt to contact the owner or occupant. If there is a danger to the building, other suites or common property the Property Manager may have a locksmith access the suite to effect repairs - at the owner's expense.

Please ensure an Emergency Contact is supplied to the Strata Council and Property Manager. If you are absent from your suite for an extended period of time, please ensure a Strata Council Member or a neighbor is notified.

One time per year the Strata Corporation will be entering your strata lot, with notice, to check all fire equipment contained in the suite.

Air Conditioners:

Owner may not install air conditioners without the prior written consent of the Strata Corporation.

Animals (Pets):

Pets are only allowed under the following restrictions:

- *Owners/Occupiers must keep their pets within their strata lot and under their control. Pets must be within the owner's presence and in close proximity when within the halls, parking level gated and fenced areas. Pets that are unable to heel should be kept on a leash so as to not to dig in the flowerbeds or disrupt others.*
- Animals are to be exercised off the property to maintain the plant areas.
- Owners would be responsible for picking up immediately, any wastes that such pets may have deposited.
- Pigeons, seagulls, crows and other wildlife are not to be fed from any Strata Lot, Limited Common or Common Property.

Balconies and Patios:

Balconies and patios are to present an overall neat appearance at all times. They are not to be used for storage or for hanging or drying clothes.

Ground floor patios may be planted with any plant material within the confines of the owner's own patio, but owners must have prior written consent to add or remove plant or other materials in the gardens outside this area. Sound speakers are not to be installed on patios/balconies.

When cleaning balconies or watering plants, owners should take care not to drip or let water run over the side and onto another balcony or patio.

Mops, brooms, and rugs should not be shaken over the edge of the balconies or into the garden areas. As well, cigarette butts, bottle caps, etc. should be disposed of with the owner/resident garbage and not into the common property.

Only propane or electric Bar-B-Q's are allowed. Ensure that your Bar-B-Q is kept away from the walls so that no damage from heat is caused to the exterior envelope of the building.

Bike Lockers:

Bike lockers are to be used for bicycles only. No other items are to be stored in this area. Abandoned bicycles and materials will be removed at the owner's expense.

No bike shall be locked to the stair railings as they present a hazard to pedestrians using the stairs and should not be locked to the gates as it causes damage and obstructions to other owners/residents.

Building Maintenance:

Suites are to be maintained by owners in such a manner that they present neither fire nor health hazards. Strata units are to be maintained so that they suffer no premature deterioration or negatively impact upon other units or common property.

Changing Locks:

An Owner may change locks as long as the device colour will match other doors on the property.

Electrical Additions:

Owners shall not install additional heating units or tamper with electrical outlets. Any electrical work shall be done by a competent trade's person.

Fire:

The Fire System and Panel are one system. An owner must not tamper with or alter any component, including those in the suites, of this system as any change will affect the entire building system. Smoke alarms are not to be disconnected.

In case of a fire, DO NOT use the elevator. No smoking is permitted in the halls, lobby, common areas or parking level.

Owners shall not accumulate or store any waste or flammable materials in their apartments or on their patio/balconies that would create any safety, fire, or health hazard.

Garbage & Recycling:

All garbage is to be disposed of in the locked bin provided in the alley at the back of the property. Please ensure that you flatten cardboard boxes and that all garbage is wrapped and tied securely and does not spill on the way to the bin. If you do spill or drop something in the halls, parking area or around the garbage, please clean it immediately.

Grounds and Landscaped Areas:

Owners are responsible for the care of the gardens in the boundaries of the patios. The Strata Corporation is responsible for all common property landscaping and will maintain these including limited common property.

An owner may not:

- construct any fencing, plant any new trees, bushes, shrubs etc. on, or in any way alter, the limited common property or common property without first obtaining the written permission of the Strata Council;
- do, or permit to be done, anything that may cause damage or prevent growth to trees, plants, bushes, flowers and grass in the common property or interfere with the maintenance of the common property.

Holiday Decorations and Lighting:

Holiday decorations and lighting are permitted on a strata lot providing they are not in place before November 15th and are removed by January 15th of each year. If, after January 15th the decorations and lighting remain, the Strata Council may authorize the removal of same and the owner will be invoiced for the cost incurred.

Municipal Rules:

Owners shall conform to all municipal rules and regulations relating to police, traffic, health and other matters.

Noise:

An owner will:

- not make or permit any sound to be made in or about any strata lot, limited common property or common property which, in the opinion of the Strata Council, is a nuisance or unreasonably interferes with the use and enjoyment of a strata lot or the common property by any other owner;
- ensure that any noise created by pets does not unreasonably disturb the use and enjoyment of a strata lot or the common property by any other owner;
- confine private parties to the strata lot of the owner and any noise kept at a minimal volume after 11:00 p.m. Balcony, patio doors and windows should be kept closed;
- remember to be courteous to your surrounding neighbors and have your guests leave the building quietly.

It is appreciated by your neighbors if you would limit the use of water (i.e. showers, washing machines or dishwashers between 11:00 p.m. and 6:00 a.m. as the sound transfer in a wood frame building is very noticeable.

Parking Underground - Entering and Exiting Safely:

Owners are responsible for parkade security. The following guidelines will benefit all:

- Do not leave open or cause to be left open the parkade security gate or any doors leading to the parkade.
- Look to see if there is anyone close to the entrance and watch to ensure no one enters the underground parking at the same time.
- On entry and exit, when the gate opens, drive through so that your car clears the gate and stop. Watch for the gate to close completely before you proceed. Again, ensure no one has entered the underground parking while the gate is open.
- If there is a car following you into the underground parking, drive through to the other side of the gate, stop and allow the gate to close before proceeding.
- If you are following a car into the underground parking, the gate should close completely before you open the gate to proceed.
- When entering and exiting the building ensure that the doors are closed and latched properly behind you. An open door is an invitation to thieves.
- If someone enters the underground parking with you, let them know that you have seen them, ask them to leave if you don't know them, and/or tell someone.

Parking - Limited Common Property & Assignment:

- No vehicle may be parked or stored on the common property except private passenger motor vehicles and bicycles in designated areas. Without limiting the generality of the foregoing, **prohibited vehicles include derelicts and uninsured vehicles.**
- Do not park or block aisles, ramps, common property spaces or storage areas.
- **All parking stalls are limited common property assigned to a specific strata lot.** There is no parking in another stall without written approval from the owner of the strata lot who has been assign the parking stall. Both the Strata Council and the Property Manager should have

a copy of the assignment for information only.

- For security reasons, owners shall not rent/assign a parking stall to anyone who lives outside the building.

Cars found parked in contravention of the Regulations may be towed away at the vehicle owner's expense. The Strata Corporation, Strata Council and the Management Agent will not accept responsibility for vehicles, or damage to vehicles, which are towed away.

Parking Underground - Care of Stalls:

- Owners are responsible for keeping their parking stalls clean.
- Due to the status of the drain system being a protected area, no vehicle leaking any substance should be parked in the underground parking lot. A charge will be made to an individual owner if the parking bay is maintained for them.
- Owners should only park in their designated parking stall. Violators will be towed at their expense.
- Owners are requested to pick up all papers and other debris in or around their assigned stalls. Storage of tires, car parts or any other items in the stall is strictly prohibited.
- Vehicle repairs are strictly prohibited, in any parking area of the building except minor maintenance not involving automotive fluids.
- Cars should not be washed in the underground parking area.
- The Strata Corporation will conduct routine scheduled maintenance to the parking area.

Playing on the Common Property:

No skateboarding, **in-line-skating** or other games are to be played on the common property including the parking area, because of the possible damage to property or injury. An individual owner will be held responsible for property damage or injury that has resulted from their actions, including persons residing in the strata lot (including minors) and their guests. The Strata Corporation, Strata Council and the Management Agent will not accept responsibility for damage or injury which occurs from such play.

Plumbing and Heating:

If your toilet or sink is plugged, use a plunger to unplug it. (We strongly recommend you purchase a plunger to keep on hand.) If it is necessary to call a plumber to resolve the problem and the problem has been created by the Owner, he/she will be responsible for any costs incurred.

Rental of a Strata Lot by an Owner:

An owner may rent their strata lot provided that they complete Form K for the Strata Corporation under the Strata Property Act. Form K states that the tenant shall abide by the Strata Property Act and the Bylaws and the Rules of the Strata Corporation. At all times will the owner be responsible for the tenant and their guests.

The owner will lease their strata lot for a rental period of one (1) year to ensure stability of the tenancy.

Security:

Security is everyone's responsibility. Report any thefts to your Strata Council Members or your Property Management Company.

Owners are responsible for their guests and anyone they allow into the building.

Building Security:

When you are at home:

- never let anyone into the courtyard or building you do not know, meet your visitors in the courtyard;
- get to know your neighbors and let your neighbors get to know you;
- when entering or leaving the building or your apartment always make sure all doors are closed, latched and locked behind you - an open door is an invitation to trouble;
- when you answer your Entry Phone ensure you know who you are letting into the building. If you don't know who is on the other end of the line, do not let them in. If you are unsure of who is at the front entrance, go to the door to let them in. If you do not know them do not let them in;
- if you see a stranger in the building or on the parking level let them know you have seen them, ask them to leave if they should not be in the building and/or tell someone.

When you are *not* at home:

- always ensure the doors and windows of your apartment are locked when unattended;
- let your neighbors know when you are gone and when you will be back;
- let your neighbor know where you are or who to contact in case of an emergency;
- put your lights, TV/radio on timers even though your venetian blinds are closed;
- stop delivery of your mail and newspapers or have your neighbor clear your mail and newspapers;
- create that "lived in, at home look" even when you are gone.

Parking Underground - Entering and Exiting Safely:

- Look to see if there is anyone close to the entrance and watch to ensure no one enters the underground parking at the same time.
- On entry and exit, when the gate opens, drive through so that your car clears the gate and stop. Watch for the gate to close completely before you proceed. Again, ensure no one has entered the underground parking while the gate is open.
- If there is a car following you into the underground parking, drive through to the other side the gate, stop and allow the gate to close before proceeding.
- If you are following a car into the underground parking, the gate should close completely before you open the gate to proceed.
- When entering and exiting the building ensure that the doors are closed and latched properly behind you. An open door is an invitation to thieves.
- If someone enters the underground parking with you, let them know that you have seen

them, ask them to leave if you don't know them, and/or tell someone.

Generally, you may want to consider:

- Use a locking device, such as "The Club" to secure your car from theft.
- Purchase a vehicle alarm system.
- You may even want to disconnect your battery if your car is parked for a long period.

Don't provide any opportunity for thieves to rob you:

- Leave your ashtray, and glove box open to show that you do not have money, credit cards, CD's or keys in your car;
- Remove all valuables from your car;
- If you must leave valuables in your car, secure them out of site in your trunk;

PROTECT YOUR KEYS AND REMOTE CONTROLS

Signs:

Owners are not to post any signs. Any signs required for the safety and security of occupants is to be posted by the strata council only. Real Estate sale signs are to be the small rack style signs and shall be limited to one sign per suite. Post no political signs or flags.

Owners may post notices on the bulletin board provided outside the elevator on the parking level. Notices must be dated and removed after 10 days.

Use of Premises:

Units are not to be used for commercial purposes such as B&B or non-residential uses.

Window - Cleaning:

Owners are responsible for cleaning interior and all accessible exterior windows. The inaccessible exterior windows will be cleaned by the Strata Corporation.

Window - Coverings:

To ensure the overall appearance of the property, owners shall ensure that all window coverings are to be of a white to a neutral cream colour when viewed from the exterior of the building. An Owner may, at their discretion, change/add various window treatments to the inside of their apartment as long as the additional window coverings, in the opinion of the Strata Council, do not detract from the exterior appearance of the property.

Guidelines for Interior Alterations

8 Jan 2002

Page 1 /2

Owners are advised that any alteration within a Strata Lot requires the approval of the Strata Council and that any change to the strata lot will remain the sole responsibility of the strata unit owner. These alterations are to be identified by owners on sale of the unit to subsequent owners and responsibility for the insurance of these alterations will remain with the strata unit owner.

Procedure:

1. Owners are to notify the Strata Council via the Management Company of the proposed alterations. Such notice is to include a complete description of all work affecting strata property, drawings as applicable, the materials to be replaced and the quality of work.
2. The Strata Council is to review the proposed work for the following:
 - .1 No degradation in life of materials is undertaken (as good or better quality than existing)
 - .2 No effect on the adjoining units or in the quality of life in adjoining units (ie carpets are not to be replaced by hardwood or hard surfaces without matching acoustic transmission properties or better)
 - .3 Adherence to specific guidelines
3. Owners may be required to pay for testing to conform to required standards (i.e. Acoustic separation)
4. Owners may be required to provide a bond or deposit for any work that could effect the integrity of common property until such work is completed and sign off by a qualified professional.
5. The Strata Council will issue written approval, rejection or qualified approval of the proposed alteration.
6. Owners are to have work preformed by qualified contractors, with all required city permits. Trade work shall comply with trade association standards and minimum trade association warrantees. Work shall be done in compliance to noise rules and strata bylaws.
7. Owners are to advise the Strata Council when alterations are completed.
8. Owners are to pay for any and all administrative, inspection or professional fees incurred by the strata as a result of the alteration or required at the discretion of the strata council.

Guidelines for Interior Alterations

8 Jan 2002

Page 2/2

Items that don't require approval of the Strata Council:

1. Painting and wall paper or other wall treatments.
2. Replacement of carpets with new carpet
3. Upgrade of switch plates
4. Replacement of blinds (colour to be white or off -white on their exterior)
5. Installation of security system within pre-wire.

Items that Owners are not to tamper with under any circumstances (this is not a comprehensive list):

1. Any fire alarm, smoke or heat detector, fire alarm pull, bell, sprinkler or any other devices related to the fire alarm system including the painting, or removal of any wall plates to such devices.
2. Any fire separation or acoustic separation including walls, ceilings or floor assemblies to adjoining units.
3. Extensions, expansion or changes in natural gas service or appliances.

Type of Alterations that may be approved:

1. Changes in interior finishes
(flooring to hardwood if over same unit, tile changes, carpet changes, wall finishes)
2. Changes in fixtures
3. Changes in Cabinets and millwork including interior doors and hardware.
4. Changes in interior walls if non-load bearing and done under engineering seal.
5. Improvements to security and acoustical separation

Types of Changes that are not to be approved (these may only be approved by 3/4 vote by all owners):

1. Changes in location of plumbing fixtures, or additional plumbing fixtures, or fixtures that require additional water.
2. Changes to any load bearing structures or acoustic assembly
3. Changes to decks or porches
4. Changes effecting the exterior of any wall or roof
5. Changes effecting the parking slab
6. Changes to fireplace (except replacement by the same or equivalent unit - under no circumstances is a fireplace to be used for general space heating)

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BYLAWS

STRATA PLAN LMS3853

AS AMENDED AT ANNUAL GENERAL MEETINGS
FEBRUARY 26, 2003 and MAY 5, 2004

AVANTI in Kitsilano

3126 – 3188 West 4th Avenue, Vancouver, BC V6K 1R7
2018 – 2028 Trutch Street, Vancouver, BC V5T 1R7

SCHEDULE OF BYLAWS

Avanti, Strata Plan LMS 3853

DIVISION 1 - DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

Payment of strata fees

1

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) If payment of strata fees is not received by the end of the fifth business day of the month, the owner shall be considered in arrears and is subject to 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.

Repair and maintenance of property by owner

2

- (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of property

3

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - a) causes a nuisance or hazard to another person,
 - b) causes unreasonable noise,
 - c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - d) is illegal, or
 - e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - a) a reasonable number of fish or other small aquarium animals;
 - b) a reasonable number of small caged mammals;
 - c) a reasonable number of small caged birds;
 - d) one dog or one cat.
- 5) Subject to the provisions of this bylaw strata lots shall be owner-occupied only, with the following considerations and exceptions:
 - (a) 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:
 - (i) any owner wishing to rent a strata lot must provide to the Strata Council a form "K" Notice of Tenant's Responsibilities;
 - (ii) upon receipt of the Form K, an owner may enter into a lease of a strata lot within six months (6) from receipt by the council; and
 - (iii) an owner may continue to lease his or 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.
 - (b) 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.

Inform strata corporation

4

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

- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

5

- (1) An owner intending to apply to the council for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration which must include the completion date.
- (2) An owner must obtain the written approval of the council before making an alteration to a strata lot that involves any of the following:
- a) the structure of a building;
 - b) the exterior of a building;
 - c) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
 - d) addition to or removal of, in whole or in part, any interior walls, stairs, ceilings or sub-floors;
 - e) 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);
 - f) fences, railings or similar structures that enclose a patio, balcony or yard;
 - g) common property located within the boundaries of a strata lot;
 - h) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
 - i) wiring, plumbing, piping, heating, air conditioning and other services.
- (3) The council must not unreasonably withhold its approval under subsection (2), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses or future costs relating to the alteration.
- (4) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior or interior appearance of the building.
- (5) An owner, tenant or occupant altering a strata lot shall obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council.
- (6) The council must not unreasonably withhold its approval under subsection (2), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses or future costs relating to the alteration.

Obtain approval before altering common property

6

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (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.
- (3) An Owner must obtain the written approval of the Council prior to installing a satellite dish.
 - a) An Owner intending to install a satellite dish system must arrange to have this installation performed by a suitable trade professional and who issues a written guarantee or bonding certificate against installation and long-term damages to the structure of the building, including but not limited to penetration of the building envelope.
 - i) Should this guarantee or bonding be of a limited duration, all liability regarding long-term damage to the structure relating to the installation of the satellite dish will remain the responsibility of the Owner.
 - ii) Following installation, copies of this guarantee or bonding certificate must be delivered to the Council.
 - b) The Owner will conduct a semi-annual inspection of the entry point for the satellite dish system into the unit and of where the dish is affixed, notifying the Council immediately if potential damage is suspected.
 - c) Satellite dishes may only be affixed to the roof-top wooden decking of the Owner's unit.
 - i) Satellite dishes will not be permitted to be installed directly onto the structure of the building.
 - ii) No part of the satellite dish system is to extend above the height of the roof-top railings.
 - iii) All cabling must be firmly affixed to the wooden decking using nails, staples or specialized cable clamps to prevent tripping hazards and vibration of the cables, thus producing noise in the wind.
 - d) Only a single satellite dish may be installed per any unit.
 - e) Removal of a satellite dish system will require the same steps be taken as per the installation of a dish as outlined in subsection a) of this bylaw including that it be conducted by a suitable trade professional, and that it be guaranteed or bonded.
 - f) All costs regarding installation, maintenance or removal of a satellite dish system will be the responsibility of the Owner.

- g) Satellite dish systems installed prior to the enactment of this bylaw are subject to this bylaw and
 - i) The Owners must notify the Council of the past installation of a satellite dish system.
 - ii) The Owners must ensure the satellite dish system is in compliance with subsection c) of this bylaw.
 - iii) The Owners must provide the Council with a copy of a guarantee or bonding certificate as per subsection a) of this bylaw.

Permit entry to strata lot

7

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
 - a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION

Repair and maintenance of property by strata corporation

8

- (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) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) *doors, windows and skylights* on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
- (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) *doors, windows and skylights* on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

DIVISION 3 - COUNCIL

Council size

9

- (1) The council must have at least 3 and not more than 7 members.

Council members' terms

10

- (1) At each Annual General Meeting, council members shall be elected to fill the positions of those council members whose terms of office have expired and each council member so elected shall hold office for a term of up to two(2) years with one-half (1/2) of the council members' terms expiring each year.
- (2) A person whose term as council member is ending is eligible for re-election

Removing council member

11

- (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.

- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (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.

Replacing council member

12

- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

13

- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
 - a) while the president is absent or is unwilling or unable to act, or
 - b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

14

- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
 - a) all council members consent in advance of the meeting, or
 - b) the meeting is required to deal with an emergency situation, and all council members either
 - i) consent in advance of the meeting, or
 - ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting *as soon as feasible* after the meeting has been called.

Requisition of council hearing

15

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

Quorum of council

16

- (1) A quorum of the council is
 - a) 1, if the council consists of one member,
 - b) 2, if the council consists of 2, 3 or 4 members,
 - c) 3, if the council consists of 5 or 6 members, and
 - d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

17

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

Voting at council meetings

18

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

19

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

Delegation of council's powers and duties

20

- (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are **not** members of the council, and may revoke the delegation.

- (2) The council may delegate its spending powers or duties, but only by a resolution that
 - a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
 - a) set a maximum amount that may be spent, and
 - b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - a) whether a person has contravened a bylaw or rule,
 - b) whether a person should be fined, and the amount of the fine, or
 - c) whether a person should be denied access to a recreational facility.

Spending restrictions

21

- (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

22

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

DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES

Maximum fine

23

- (1) 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.

Continuing contravention

24

If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 15 days, a fine may be imposed every 15 days.

DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS

Person to chair meeting

25

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

Participation by other than eligible voters

26

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

- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

27

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) 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 strata corporation is entitled to register a lien against that strata lot.

Order of business

28

- (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.

Quorum

29

- (1) If within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisitions of members; but in any other case, the meeting shall stand adjourned for ½ hour from the time appointed and, if after ½ hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION

Voluntary dispute resolution

30

- (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
 - a) all the parties to the dispute consent, and
 - b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
 - a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

- (2) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 - MARKETING ACTIVITIES BY OWNER DEVELOPER

Display lot

31

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

DIVISION 8 – MISCELLANEOUS MATTERS

Small Claims Actions

32

- (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 authorisation by a resolution passed by a 3/4 vote.