

# **Strata VAS-2798 Bylaws**

**8728 S.W. Marine Drive, Vancouver, BC, V6P 6A4**

## **Division 1 — Duties of Owners, Tenants, Occupants and Visitors**

### **Payment of strata fees**

- 1 (i) An owner must pay maintenance fees on or before the first day of the month to which the strata fees relate.
- (ii) In the case of an owner whose maintenance fees are not paid in full for three (3) successive months, a lien, Certificate of Default in Payment, shall be filed at the discretion of the strata council upon the title to his/her strata lot.
- (iii) The costs of filling liens referred to in (ii), including administration, Land Titles Office and solicitor/client fees, shall be added to the account of the delinquent owner.
- (iv) The strata corporation may take whatever further actions are necessary to protect the strata corporation and ensure collection of arrears, including the use of collection agencies, court action and/or other remedies provided by the Condominium Act. The costs incurred by the strata corporation of any of these procedures shall be added to the delinquent owner's account.
- (v) Maintenance fees and/or assessments that are in arrears are subject to a \$25 fine per month.

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

- 2 (i) 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.
- (ii) 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.
- (iii) No owner, occupant of a lot or guest shall do anything on common property likely to damage the plants, bushes, flowers or lawn.
- (iv) Damage to common property must be repaired forthwith at the strata lot owner's expense and to the satisfaction of council.
- (v) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repairs or replacement rendered necessary to the common property or to any strata lot by his act, neglect or carelessness or by that of any member of his family or his or their guests, servants, agents or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the strata corporation.
- (vi) Moving companies and trades people must use the elevator. The elevator pads must be hung and the elevator key used. The owner will be charged for any damage to the elevator and for any service call resulting from misuse. Metal-wheeled carts must be used on cardboard runs, not on unprotected carpet.
- (vii) Provincial regulations stipulate that smoke detectors and fire alarms in each suite must be inspected and tested annually by a qualified professional. The strata corporation will engage this professional and attempt to have tests on all suites conducted concurrently. If the inspectors cannot gain access to an individual suite on the day designated for inspection, then the owner of that suite must make arrangements for a separate inspection and that owner is responsible for the cost of that inspection. Defective alarms or detectors found in individual suites must be repaired promptly by the owner, to the satisfaction of the inspector.

## **Use of property**

- 3 (i) 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.
- (ii) 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.
- (iii) Mops or dusters of any kind shall not be shaken from, and nothing shall be thrown out of any window, door, stairway, vestibule, or other parts of the common property. No cigarette, cigar, pipe or any other form of smoking is allowed in elevators, garage or utility rooms.
- (iv) No restrictions or hindrances shall be caused to sidewalks, entrances, exits, halls, passages, stairways, vestibules, or other parts of the common property.
- (v) No instrument or other device shall be used or operated within a suite which, in the opinion of strata council, causes a disturbance or interferes with the comfort of other residents.
- ✓ (vi) No animals, other than one small dog or one cat (a maximum of 1 pet – cat or dog) and caged birds (except pigeons) and any other pet approved by the strata corporation; shall be kept in any lot and when upon the common property, all pets are to be kept on lead, carried when on all carpeted areas, and kept under the supervision of a responsible person.
- (vii) If the strata corporation, on reasonable grounds, considers a pet be a nuisance, such pet shall not be kept in the lot after twenty-one (21) days' notice to that effect is given to the owner of the lot where it is kept; such notice to be in writing, stating grounds for the notice.
- (viii) The strata council may levy a fine up to \$100 per incident per month for any infraction of these by-laws.

## **Inform strata corporation**

- 4 (i) 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.
- (ii) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.
- (iii) Owners must inform strata corporation immediately of any major water leaks, gas leaks, chemical spills, electrical malfunctions, fires or other events which may cause damage to their individual suites or to any neighboring suites. This will permit prompt and thorough repairs, allow for a timely and conclusive evaluation of liability and facilitate any insurance claims that may be forthcoming from the event.

## **Rental regulations and limitations**

- 5 (i) The maximum number of units within Strata Plan VAS-2798 that may be leased by the owners at any one time shall be three (3).
- (ii) An owner who wishes to lease his/her strata lot shall apply in writing to the strata corporation for permission to lease within the prescribed limit. If the limit has been reached and three (3) suites are under lease at the time of submission of the written request, a waiting list shall be in effect with new leases permitted only when a current lesser has confirmed to strata corporation in writing of their intent to no longer lease their suite. All new leases permitted by strata corporation shall be considered as "hardship" leases and will be for a period of one (1) year from the time such permission is granted (this provision does not apply to "original" owners who purchased their suites from the owner-developer).
- (iii) Where the strata council grants to an owner permission to lease his/her strata lot, the applicant must exercise such permission within 90 days of the date of approval of application.
- (iv) An owner who leases his/her strata lot shall provide to the strata corporation a Form D Tenant's Undertaking. Failure to provide Form D within ten days (10) of commencement of a tenancy shall be caused for a \$50/week fine against the strata lot owner.
- (v) Where the limit of leased units established in Section 1 of this by-law is reached, no further rental shall be permitted except under extraordinary circumstances, including hardship. Any request to lease a suite under exceptional circumstances must be given in writing to the strata corporation and there must be a presentation made to strata council to allow consideration of the request.
- (vi) Any leases permitted by strata council under exceptional circumstances will be for a period of one (1) year from the time such permission is granted.
- (vii) Where an owner leases his/her strata lot in violation of subsection (ii), the strata corporation shall levy a fine of \$200.00 per month during the period of lease and may take all necessary steps to terminate the tenancy agreement or lease on behalf of the strata lot.
- (viii) The occupancy of a furnished lot in the absence of the resident owner(s), by others, for a period in excess of three months, shall be considered a lease and subject to the requirements of the Act and the by-laws.
- (ix) The occupancy of an unfurnished suite by other than the owner (s) or the owner's immediate family shall be considered a lease. "Immediate family" is defined to include only the spouse, parents and/or children of the owner.
- (x) Should any portion of this by-law be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the by-law each subparagraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

## **Obtain approval before altering a strata lot**

- 6 (i) No owner shall alter any structure exterior or interior of his/her strata lot without first obtaining the written approval of the strata corporation as well as the necessary municipal building permit from the City of Vancouver. The strata council shall be given a copy of such building permit and owners shall sign an agreement to be responsible and future owners to protect the corporation from assuming financial liability in future.
- (ii) The strata corporation must not unreasonably withhold its approval under subsection (i), 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.

### **Obtain approval before altering common property**

- 7 (i) 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.
- (ii) 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.
- (iii) No signs, billboards, notices, advertising matter, of any kind shall be placed on any part of the common property without the written consent of the strata corporation first being obtained. No shades, awnings, window or balcony guards, ventilators, supplementary heating, air conditioning devices or other exterior projections shall be used or installed in or about the property except those that are approved in writing by the council. All curtains (white lining in case of drapes), blinds, shades or screens attached to or hung in or used in connection with, any windows or door of the premises shall be subject to the written approval of the council.
- (iv) No television antenna, satellite dishes or similar structure or appurtenances thereto shall be erected on or fastened to the common property.
- (v) No laundry, washing, swimming apparel, water hoses, or towels shall hang in such a way as to be visible from the outside of a strata lot.
- (vi) No clothesline will be permitted.
- (vii) Owners listing their strata lots for sale shall use the sale standards at the front of the property as provided by the strata corporation and no real estate "For Sale" sign shall be placed anywhere on the common property other than the designated standard.

### **Permit entry to strata lot**

- 8 (i) 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.
- (ii) The notice referred to in subsection (i) (b) must include the date and approximate time of entry, and the reason for entry.
- (iii) Where the strata corporation is required to enter a strata lot for the purpose of maintenance or repairs, the strata corporation and its agents in carrying out any work or repairs must do so in a proper and workmanlike manner and shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its original condition.

## **Hazards**

- 9 (i) Everything shall be done to reduce fire hazards and nothing should be brought or stored on a strata lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the strata corporation, or which will invalidate any insurance policy.
- (ii) No material substance, especially burning material such as cigarettes or matches shall be thrown out, or be permitted to fall out, of any window, door, balcony, stairway, passage or other part of the strata lot or common property.
- (iii) No inflammable materials shall be used in the washing machines or dryers.
- (iv) Except for gas barbecues, no barbecue units or cooking units of any kind are to be used on balconies or courtyards.
- (v) All plants must be fully secured to balconies or building structure so that they cannot fall or be knocked off.
- (vi) Each owner shall endeavour to conserve the plumbing system and electrical system of the building, and any damage to any of these systems, caused by the wrongful act or neglect of any owner, occupant, or guest, shall be repaired at the expense of such owner.

## **Cleanliness**

- 10 (i) All household refuse and garbage shall be suitably wrapped in sealed plastic containers and deposited in the container provided by the strata corporation for that purpose at a controlled point and garbage shall not be left in hallways or parking lot.
- (ii) No owner, nor his guest, tenant or invitee shall park any vehicle in front of the garbage container so as to prohibit it from being emptied.
- (iii) Any item stored in the locker room must be kept within the confines of the owner's designated locker. Articles not contained within the designated lockers shall be removed by the strata corporation. The strata corporation shall not be responsible for any loss, theft or damage to goods stored in or around the locker including bikes.
- (iv) An owner/renter shall not allow the strata lot to become unsanitary. Any insect infestation shall be reported immediately to the strata council or management agent.

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

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

- 11 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**

- 12** (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

#### **Council members' terms**

- 13** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.
- (3) to (5) [Repealed 1999-21-51.]

#### **Removing council member**

- 14** (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

#### **Replacing council member**

- 15** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (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**

- 16 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, 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**

- 17 (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**

- 18 (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**

- 19 (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**

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

- 21** (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**

- 22** 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**

- 23** (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**

- 24 (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**

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

- 26 The strata corporation may fine an owner or tenant a maximum of
- (a) \$50 for each contravention of a bylaw, and
  - (b) \$10 for each contravention of a rule.

### **Continuing contravention**

- 27 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

## **Division 5 — Annual and Special General Meetings**

### **Person to chair meeting**

- 28 (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**

- 29 (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**

- 30** (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.

## **Order of business**

- 31** 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.

## **Division 6 — Voluntary Dispute Resolution**

### **Voluntary dispute resolution**

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

## **SPECIAL RESOLUTION #1**

Be it resolved that Strata Corporation VAS-2798 amend the by-laws of the strata corporation by adding By-laws #201 - #217 as follows:

### **MOVING BY-LAW #201**

1. The fiscal year of the strata corporation shall be May 1<sup>st</sup> to April 30<sup>th</sup>.
2. Prior to the 15<sup>th</sup> day of April of each fiscal year, the strata corporation, at its Annual General Meeting, shall approve by a majority vote an operating budget for the next fiscal year, which shall include all anticipated operating expenses and the allocation to the Contingency Reserve Fund.
3. Any anticipated deficit from the preceding operating budget shall be carried forward to the next fiscal period for recovery.
4. If the owners cannot agree upon a budget at the Annual General Meeting, the meeting shall be adjourned for one week to permit revision to be constructed, and the revised budget shall be voted upon at the reconvened Annual General Meeting. This procedure shall be followed until a budget has been approved; thereupon the owners shall be notified of their monthly assessment.
5. In the case of an owner whose maintenance fees are not paid in full for the three (3) successive months, a lien, Certificate of Default in Payment, shall be caused to be filed at the discretion of the strata council upon the title to his/her strata lot.
6. The costs of filling liens referred to in (5), including administration, Land Titles Office and solicitor/client fees, shall be added to the account of the delinquent owner.
7. The strata corporation may take whatever further actions are necessary to protect the strata corporation and ensure collection of arrears, including the use of collection agencies, court action and/or other remedies provided by the Condominium Act. The costs incurred by the strata corporation of any of these procedures shall be added to the delinquent owner's account.
8. If at any time it appears to the strata council of the strata corporation that the approved operating budget of common expenses will be inadequate to meet the common expenses or other special expenses of the strata corporation, the strata council shall convene an Extraordinary General Meeting to approve a special assessment or method by which the deficit could be addressed by the owners.
9. The strata corporation shall ensure that a monthly financial statement is prepared and delivered to the council by the 15<sup>th</sup> of each month, for the month preceding.

10. At each fiscal year end, the strata corporation shall have its books, records and monies audited by an independent auditor. Copies of the audit shall be given to any owner within seven days of a request.
11. Maintenance fees and/or assessments that are in arrears are subject to a \$25 fine per month.
12. Contingency Reserve Fund monies may only be deposited in an accredited financial institution approved by the strata council.

#### **INTERIOR ALTERATIONS BY-LAW #203**

1. No owner shall alter any structure exterior or interior of his/her strata lot without first obtaining the necessary municipal building permit from the City of Vancouver. The strata council shall be given a copy of such building permit and owners shall sign an agreement to be responsible and future owners to protect the corporation from assuming financial liability in future.

#### **EXTERIOR ALTERATIONS BY-LAW #204**

1. No signs, billboards, notices, advertising matter, of any kind shall be placed on any part of the common property without the written consent of the strata corporation first being obtained. No shades, awnings, window or balcony guards, ventilators, supplementary heating, air conditioning devices or other exterior projections shall be used or installed in or about the property except those that are approved in writing by the council. All curtains (white lining in case of drapes), blinds, shades or screens attached to or hung in or used in connection with, any windows or door of the premises shall be subject to the written approval of the council.
2. No television antenna or similar structure or appurtenances thereto shall be erected on or fastened to the common property except as authorized by the council.
3. No laundry, washing, swimming apparel, water hoses, or towels shall hang in such a way as to be visible from the outside of a strata lot.
4. No clothesline will be permitted.
5. Owners listing their strata lots for sale shall use the sale standards at the front of the property as provided by the strata corporation and no real estate "For Sale" sign shall be placed anywhere on the common property other than the designated standard.

6. No structural alterations either in the interior or exterior of the building shall be made, nor the wiring, plumbing, piping or other services shall be altered or supplemented on the strata lot or within any walls or on common property without prior written approval of the strata council, which approval may not be unreasonably withheld. Any alteration or addition made by an owner without such approval may be restored or removed by the strata council or its authorized agent and any cost incurred by the strata corporation as a result thereof shall forthwith be paid by such owner to the strata corporation.
7. The approved alterations shall be done in a workmanlike manner, to standards set by the strata council.
8. Any approved alterations, once commenced, shall be completed within 21 days unless the owner can provide evidence for an extension arising from circumstances beyond his or her control. Such extension shall be requested in writing.
9. An owner who is permitted to make alterations shall be responsible for the clean-up of common property each day and for the removal of all construction debris.

#### **USE OF STRATA LOT BY-LAW #205**

1. The strata lot shall not be used for commercial or professional purposes, or for any purpose which may be illegal or contrary to any government or municipal rules or ordinances, or is injurious to the reputation of the building or its owners.
2. Communication between owners and council shall be in writing, signed and dated by the owner, and shall be directed to council chairperson, vice-chairperson or management agent.
3. The strata lot shall be occupied as a place of residence by not more than two (2) persons per bedroom without written permission of the strata council.

#### **DISTURBANCE TO OTHERS BY-LAW #206**

1. An owner shall not permit any occupant of his strata lot, or any guest, to make any undue noise in or about any strata lot or common property, or to do anything which will interfere unreasonably with any other owner.
2. Any damage to the common property caused by owners, guests, or occupants of a strata lot, will be the financial responsibility of the owner of the strata lot. The management company will arrange for the repair of such damage.
3. Mops or dusters of any kind shall not be shaken from, and nothing shall be thrown out of any window, door, stairway, vestibule, or other parts of the common property. No cigarette, cigar, pipe or any other form of smoking is allowed in elevators, garage or utility rooms.

4. No restrictions or hindrances shall be caused to sidewalks, entrances, exits, halls, passages, stairways, vestibules, or other parts of the common property.
5. No owner, guest or visitor shall be permitted to trespass on the entitled to exclusive occupation.
6. No instrument or other device shall be used or operated within a suite which in the opinion of the Board causes a disturbance or interferes with the comfort of other residents.

#### **HAZARDS BY-LAW #207**

1. Everything shall be done to reduce fire hazards and nothing should be brought or stored on a strata lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the strata corporation, or which will invalidate any insurance policy.
2. No material substance, especially burning material such as cigarettes or matches shall be thrown out, or be permitted to fall out, of any window, door, balcony, stairway, passage or other part of the strata lot or common property.
3. No inflammable materials shall be used in the washing machines or dryers.
4. Except for gas barbecues, no barbecue units or cooking units of any kind are allowed to be used on balconies or courtyards.
5. All plants must be fully secured to balconies or building structure so that they cannot fall or be knocked off.
6. Each owner shall endeavor to conserve the plumbing system and electrical system of the building, and any damage to any of these systems, caused by the wrongful act or neglect of any owner, occupant, or guest, shall be repaired at the expense of such owner.

#### **CLEANLINESS BY-LAW #208**

1. All household refuse and garbage shall be suitably wrapped in sealed plastic containers and deposited in the container provided by the strata corporation for that purpose at a controlled point and garbage shall not be left in hallways or parking lot.
2. No owner, nor his guest, tenant or invitee shall park any vehicle in front of the garbage container so as to prohibit it from being emptied.
3. Any item stored in the locker room must be kept within the confines of the owner's designated locker. Articles not contained within the designated lockers shall be removed by the strata corporation. The strata corporation shall not be responsible for any loss, theft or damage to goods stored in or around the locker including bikes.

4. An owner/renter shall not allow the strata lot to become unsanitary. Any insect infestation shall be reported immediately to the strata council or management agent.

**DAMAGE TO PROPERTY BY-LAW #209**

1. Where the strata corporation is required to enter a strata lot for the purpose of maintenance or repairs, the strata corporation and its agents in carrying out any work or repairs must do so in a proper and workmanlike manner and shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its original condition.
2. An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repairs or replacement rendered necessary to the common property or to any strata lot by his act, neglect or carelessness or by that of any member of his family or his or their guests, servants, agents or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the strata corporation.
3. No owner, occupant of a lot or guest shall do anything on common property likely to damage the plants, bushes, flowers or lawn.
4. Moving companies and trades people must use the elevator. The elevator pads must be hung and the elevator key used. The owner will be charged for any damage to the elevator and for any service call resulting from misuse. Metal-wheeled carts must be used on cardboard runs, not on unprotected carpet.
5. Damage to common property must be repaired forthwith at the strata lot owner's expense and to the satisfaction of council.

**PETS AND ANIMALS BY-LAW #210**

1. No animals, other than one small dog or one cat (a maximum of 1 pet – cat or dog) and caged birds (except pigeons) and any other pet approved by the strata corporation; shall be kept in any lot and when upon the common property, all pets are to be kept on lead, carried when on carpeted areas, and kept under the supervision of a responsible person.
2. If the strata corporation, on reasonable grounds, considers a pet be a nuisance, such pet shall not be kept in the lot after twenty-one (21) days' notice to that effect is given to the owner of the lot where it is kept; such notice to be in writing, stating grounds for the notice.
3. The strata council may levy a fine up to \$100 per incident per month for any infraction of these by-laws.



**BICYCLES BY-LAW #211**

1. Storage is not permitted on balconies or patios if visible.
2. Bicycles are not permitted to be stored in hallway, patio, walkway, or locker room. Bicycles are not to be placed against or locked to handrails or trees on the common property.
3. Bicycles are not to be stored or left in hallways near or outside doorways. Bicycles may be stored in parking stalls or designated area when available.

**PARKING BY-LAW #212**

1. Reasonable access MUST be maintained to every parking stall at all times.

An owner, renter or guest shall not place his/her vehicle in such position to cause difficulties for adjacent occupants.

No one shall park his/her vehicle in the allocated parking space of another without the prior consent of the owner of such stall.

Violation of the above could result in the offending vehicle being towed.

2. No parking shall be permitted other than in the designated parking stall.
3. No parking stall shall be rented to any non-resident person. This is for security reason to prevent "unknowns" from accessing our common property.
4. No major repairs or adjustments to motor vehicles or other mechanical equipment shall be carried out on common property.
5. Cars may be washed only in the area adjacent to garage exit door.
6. Clean up of grease or oil drips shall be the responsibility of the owners. The strata council shall have the authority to prohibit any vehicle from parking in the underground garage if the council deems it to be hazardous or a nuisance.
7. Make of car and license number must be registered with the management company or strata council. Any changes must be reported.
8. All motor vehicles must be properly insured for liability.

9. Any vehicle parked in contravention of the foregoing will be removed at the owner's sole risk and expense.
10. Parking stalls are for use of vehicles and bicycles only and shall not be used for storage.

**LOCKERS BY-LAW #213**

1. No items are to be stored outside the lockers. Any items left in locker room corridors or in the car parking area longer than 72 hours will be considered to be abandoned, and hence will be subject to disposal.

**ENTRANCE DOORS BY-LAW #214**

1. In the interests of maintaining maximum security, the entrance doors to the building shall be kept closed and locked at all times except for brief occasions upon entry and exit. No realtors or others shall prop open doors.
2. All doors must be firmly pulled shut to ensure that they are locked by all residents.

**FINES BY-LAW #215**

1. Unless otherwise provided by these by-laws, the strata council shall have the authorization to levy fines of up to \$100.00.

**RENTAL LIMITATION BY-LAW #216**

1. Subject to Section 30, 31 and 32 of the Condominium Act of British Columbia, the number of units within Strata Plan VAS-2798 that may be leased by the owners shall be three (3).
2. An owner who wishes to lease his/her strata lot shall apply in writing to the strata corporation for permission to lease within the prescribed limit.
3. An owner who leases his/her strata lot shall provide to the strata corporation a Form D Tenant's Undertaking in accordance with Section 46 and 47 of the Condominium Act. Failure to provide Form D within ten days (10) of commencement of a tenancy shall be caused for a \$50/month fine against the strata lot owner.
4. Where the limit of leased units established in Section 1 of this by-law is reached, no further rental shall be permitted except as allowed by Section 31 and 32 of the Condominium Act.
5. Where the strata council grants to an owner permission to lease his/her strata lot, the applicant must exercise such permission within 90 days of the date of approval of application.

6. Where an owner leases his/her strata lot in violation of subsection (2), the strata corporation shall levy a fine of \$500.00 per month during the period of lease and may take all necessary steps to terminate the tenancy agreement or lease on behalf of the strata lot.
7. An owner who leases his/her strata lot in contravention of subsection (4) of the by-law shall be fined \$400.00 for the first month of violation and such fine shall be increased by \$50.00 for each successive month of violation to a maximum of \$500.00 per month.
8. Those strata lots that are presently leased/rented (January 27, 1994) or when by-laws are approved) which may exceed the limitation set out in subsection (1) will be permitted to continue to be leased/rented, but at the time of sale of such lot, this permission shall terminate automatically and without condition save for the provision of Section (32) of the Condominium Act.
9. The occupancy of a furnished lot in the absence of the resident owner(s), by others, for a period in excess of three months, shall be considered a lease and subject to the requirements of the Act and the by-laws.
10. The occupancy of an unfurnished suite by other than the owner (s) or the owner's immediate family shall be considered a lease.
11. Should any portion of this by-law be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the by-law each sub-paragraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

#### **INSURANCE DEDUCTIBLE BY-LAW #217**

1. Where a claim has been made against the insurance policy of Strata Plan VAS-2798 which is attributable to damage caused by strata lot owner (or his/her tenants, guest or invitees) and originating within that owner's strata lot, the owner of that strata lot shall be charged a sum up to the equivalent of the deductible charged by the insurer of the strata corporation as a result of the claim, such charge to be added to that strata lot owner's next regular monthly assessment.

**AMENDMENT TO BYLAWS**  
**FORM I**  
**STRATA PROPERTY ACT (SECTION 128)**

The Owners, Strata Plan VAS 2798 certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with Section 128 of the *Strata Property Act* at an annual or special general meeting held on the 27 day of August, 2007.

Proposed amendment to By-Law 3 (vi) as follows:

No animals, other than one small dog (*weighing no more than 20 pounds and no taller than 18"*) or one cat (a maximum of 1 pet – cat or dog) and caged birds (except pigeons) and any other pet approved by the strata corporation; shall be kept in any lot and when upon the common property, all pets are to be kept on a leash, carried when on all carpeted areas, and kept under the supervision of a responsible person.

Proposed amendment to By-Law 3 (ix) as follows:

No laundry, washing, swimming apparel, water hoses or towels shall be hanging in such a way as to be visible from the outside of a strata lot. No clotheslines or clothes racks will be permitted. *Barbeques, patio furniture and potted plants are the only items permitted on patios and decks.*

Proposed By-Law 3 (xii) as follows:

*No bird feeders or any other items which might attract rats and other small rodents shall be put out on decks or patios.*

Proposed replacement of By-Law 4 (iv) as follows:

*Visitors in any suite in the building staying for a period of more than 2 weeks, such owner of the suite shall for the purpose of fire department regulations, notify council of the names and number of people occupying the suite.*

Proposed deletion of duplicated By-Laws 7 (v) and 7 (vi):

\_\_\_\_\_  
(Council Member Signature)

\_\_\_\_\_  
(Council Member Name)

\_\_\_\_\_  
(Second Council Member Signature (if required))

\_\_\_\_\_  
(Second Council Member Name)

\* Section 128 (3) of the *Act* provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.