



CONSOLIDATED BYLAWS  
PACIFICA  
STRATA LMS 597

**NOTE: BYLAWS APPROVED BY THE STRATA CORPORATION AT  
THE SPECIAL GENERAL MEETING HELD OCTOBER 28, 2014. ALL  
PREVIOUSLY REGISTERED BYLAWS AND THE SCHEDULE OF  
STANDARD BYLAWS WERE CANCELLED AND REPEALED.**

# BYLAWS - STRATA PLAN LMS 597 – PACIFICA

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# **BYLAWS - STRATA PLAN LMS 597 – PACIFICA**

For the purposes of these bylaws, “residents” means an owner, tenant or occupant and “a resident” means any one of them.

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

### **1. Payment of strata fees and other amounts**

- 1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.2 Any infraction or violation of these bylaws or any rules by an owner or his tenants, occupants or visitors may be corrected, remedied or cured by the strata corporation. Any expense so incurred by the strata corporation will be charged to the owner and will be added monthly to the owner’s assessment.
- 1.3 Where an owner fails to pay strata fees to the strata corporation in accordance with bylaw 1.1, outstanding strata fees will be subject to:
  - (a) an interest charge of 10% per annum, compounded annually; and
  - (b) a fine of \$50 per month.
- 1.4 Each dishonoured cheque or dishonoured automatic debit received from an owner will be subject to an administration charge of \$35.00, in addition to any fine that may be levied.

### **2. 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.
- 2.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

### **3. Use of property**

- 3.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal or contrary to any government or municipal rules or ordinances, 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.

- 3.2 Without limiting bylaw 3.1:
- (a) a resident or visitor must not use a washing machine, dryer, garburator, vacuum or dishwasher between the hours of 11:00pm and 8:00am;
  - (b) repairs, renovations and alterations shall be limited to regular working hours of between 8 a.m. to 5 p.m. Monday to Saturday excluding all Statutory holidays;
  - (c) no restrictions or hindrances such as boxes, debris, other materials, and/or furniture are permitted to be left on or in sidewalks, entrances, exits, halls, passageways, stairways, vestibules, nor any other area of the common property.
- 3.3 All residential strata lots shall be used principally as a private dwelling and not for the purpose of directly operating a business or commercial enterprise. Business activities are not to interfere with the privacy of others.
- 3.4 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 3.5 Only staff members who have been authorized by the strata corporation are permitted to operate any machinery or equipment that forms part of the common property or common assets of the strata corporation.
- 3.6 An owner who rents his strata lot is responsible to ensure that any tenant receives a copy of the current bylaws and rules of the strata corporation.
- 3.7 All residents and visitors are restricted from service corridors, utility and maintenance rooms, including all roof areas not designated for public access.
- 3.8 No person(s) or any pets/animals of any kind are permitted in the fountain/pond or flower beds. Picking of flowers is not permitted.
- 3.9 Roller blades, skateboards, ball hockey, golf and racquet sports are not permitted on the grounds, parking lots or common areas.
- 3.10 Adults shall not use the children's playground equipment. Children under 12 must be supervised and are not to be left unattended at any time.
- 3.11 Residents must not litter or allow any visitor to litter on the grounds and common areas.
- 3.12 Smoking is not permitted anywhere on the common property, both interior and exterior. Cigarette butts are considered litter and may not be discarded on common property.
- 3.13 Consumption of alcohol is not permitted anywhere on the common property except within the amenity room when it has been duly booked for a special occasion by a resident. Such resident must comply with the rules of the BC Liquor Control Board regarding the conditions under which alcohol may be served.
- 3.14 Real Estate signs are not permitted to be displayed anywhere on the common property, limited common property, strata lots (visible from the outside), and the grounds with the exception of an area designated by the strata council. All posted signs or notices must be approved in writing by the strata council, and are to be located only on a specific sign tree.
- 3.15 Real Estate lock boxes are not permitted on the common property.

3.16 Any alteration or addition made to a strata lot (interior or exterior) or to the common property, without the approvals and permits required by these bylaws, may be restored or removed by the strata corporation, and any expenses incurred by the strata corporation as a result thereof shall forthwith be paid by the owner to the strata corporation.

3.17 Door mats are not permitted in the common property hallways.

#### **4. Pets and Animals**

4.1 No pets or any other animals (other than a reasonable number of aquarium kept fish or 2 caged birds) shall be kept in or brought into a strata lot.

4.2 No pets or other animals are permitted on the common property.

4.3 No birds or animals shall be fed from any strata lot balcony or the common property.

4.4 Visiting animals/pets are not permitted.

4.5 Residents must inform visitors of the bylaws regarding pets and animals.

#### **5. Inform Strata Corporation**

5.1 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.

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

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

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

(a) the structure of a building;

(b) the exterior of a building;

(c) chimneys, stairs, balconies or other things attached to the exterior of a building;

(d) doors, windows or skylights on the exterior of a building, or that front on the common property;

(e) fences, railings or similar structures that enclose a patio, balcony or yard;

(f) common property located within the boundaries of a strata lot;

(g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

6.2 The strata corporation must not unreasonably withhold its approval under bylaw 6.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

**7. Obtain approval before altering common property**

- 7.1 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.
- 7.2 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.

**8. Conduct of Alterations**

- 8.1 If the Strata Council deems it necessary or advisable to engage a consultant, the owner requesting approval of renovations shall bear the costs of such consultation, upon notification and approval by the owner.
- 8.2 The Strata Council or its designate may, as required, prepare a report and recommendations to the Strata Council and provide a copy to the owner. The report may contain recommended changes to the plans, restrictions on hours of work or methods of construction, and may require that the work be conducted in phases, with interim inspections prior to an approval to proceed.
- 8.3 Drawings and specifications will be required prior to granting approval, for all non-minor electrical, plumbing, and construction work. Strata Council approval must be obtained before an owner makes any application to the City of Vancouver for applicable permits. Any alterations must meet City of Vancouver building codes.
- 8.4 Notice of Renovation signs must be posted on all applicable bulletin boards. Copying and posting of these notices is the responsibility of the owner carrying out the renovations.
- 8.5 No construction or renovation material, nor debris shall be carried in or out through the front entrance of any main floor building lobby. The strata lot owner must arrange for private disposal of all construction or renovation material and debris. The garbage disposal bins provided by the Strata Corporation are for household garbage only and are not to be used for the disposal of construction or renovation materials and debris. The strata lot owner may be charged for the costs of the cleanup of common property if necessary.
- 8.6 Vehicles of tradespeople making deliveries to a strata lot or working on renovations or alterations within a strata lot must be parked in approved parking locations only. Vehicles parked in unauthorized locations will be towed at the vehicle owner's expense.
- 8.7 The elevator must be booked for the movement of all large renovation material (i.e.: carpeting, cabinets, drywall, etc.). Elevators must be booked 3 days in advance through the facilities manager in the Pacifica site office.
- 8.8 Walls, fire safety devices, pipes and electrical systems may not be altered. Damage to any of these systems, caused by the wrongful act or neglect of a resident or visitor shall be repaired at the expense of the owner of the applicable strata lot.
- 8.9 Under no circumstances may the gas supply for the fireplaces be diverted for any other strata lot use. Under no circumstances should any material, other than gas as supplied, be burned in the fireplace(s).
- 8.10 Owners or their appointee must actively supervise their renovations at all times.
- 8.11 Interior window coverings must be kept in good repair at all times. Curtains, drapes, blinds or shades must be white or off-white in appearance when viewed from exterior.

- 8.12 Hardwood, laminate, or similar flooring installed in a strata lot shall have a sound barrier installed between the new floor material and the original sub-floor. An owner requesting approval to install a new floor pursuant to this bylaw must submit details of the proposed sound barrier to the Strata Council for prior approval.

## **9. Commercial Signage**

- 9.1 The portions of the southern, eastern and northern exterior walls of the buildings which are outlined in red of the drawing annexed to the bylaws filed under BF414587 on October 28, 1992 may be used only by commercial strata lot owners for the mounting of a sign or logo on each portion, which shall comply with the following:
- (a) The sign on the eastern exterior wall shall be located in the sign band;
  - (b) Lettering on the sign band on the eastern wall shall be painted or superimposed on the sign band.
- 9.2 No signs may be placed anywhere on the common property save as permitted by this bylaw 9.
- 9.3 The signs permitted by this bylaw 9 must be maintained in first-class condition at the cost and expenses of the applicable commercial strata lot owner.
- 9.4 The signs permitted by this bylaw 9 must comply with the sign policy adopted by the strata corporation from time to time.

## **10. Permit entry to strata lot**

- 10.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, with 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.
- 10.2 The notice referred to in bylaw 10.1(b) must include the date and approximate time of entry, and the reason for entry.
- 10.3 In the event of an emergency, which appears to be emanating from a strata lot whose owner/tenant or occupant cannot be contacted, access may be gained by the strata corporation (with force if necessary) at the strata lot owner's expense.
- 10.4 If the strata corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and/or ducts, the strata corporation and its agents shall, in carrying out any work or repairs, do so in a proper and workmanlike manner and shall make good any damage(s) to the strata lot occasioned by such works.

## **11. Move in / Move Out**

- 11.1 A non-refundable fee of \$200 will be levied on all move-ins to defray the wear and tear costs of moves on common property, and to provide funding for the mandatory placement of security guard coverage on exterior doors utilized during moves.



- 11.2 A three (3) day written notice must be given to the facilities manager or managing agent before any move-in or move-out of a strata lot.
- 11.3 A resident must arrange for a person to be present in the building lobby at all times during move-in/move-out.
- 11.4 Move-in/move-out times are restricted to the hours of 9:00 a.m. to 9:00 p.m.
- 11.5 Moving company vehicles are not to block any fire lane. Moving company vehicles are prohibited from parking outside Maingate on common property between the Maingate Building and Cambie Street. Moving company vehicles must not drive or park on sidewalks, courtyards, tiled or grass areas, or cause damage to common property.
- 11.6 Any damage to common property arising during a move-in or move-out of a strata lot will be charged to the moving resident.

## **12. Parking and Roadways**

- 12.1 Parking is allowed only in designated stalls assigned by the Strata Corporation to the owners. Residents are not permitted to park in visitors' parking except during the annual parkade cleaning, when disposing or recycling or refuse in the appropriate bins or with the written permission of the strata corporation.
- 12.2 A resident must not lease/rent their parking stall to a non-resident. Rental to another resident is permitted, provided notification is given to the strata corporation prior to said rental taking effect.
- 12.3 An owner may exchange parking stalls with another owner, provided that written notice is given to the strata corporation prior to said exchange taking place. An owner may exchange parking stall(s) for another available stall with prior written consent of the strata corporation. This will be dictated by the availability of unassigned stalls.
- 12.4 No repairs, maintenance, adjustments, or oil changes to motor vehicles, motor cycles, mopeds, and bicycles are permitted in the parking lot or other common property.
- 12.5 Washing of a motor vehicle is permitted in parking stalls 268 and 269 only. The washing of motor vehicles must not cause annoyance, and the resident must ensure that the wash area is washed clean and restored to its original condition.
- 12.6 A resident must not use parking stalls for any purpose other than storage of a motor vehicle and motorcycles. Trailers, derelict vehicles, boats, recreational vehicles or other mobile property are not permitted without the prior written consent of the strata council. No storage of containers, tires, debris, or other materials will be permitted in the parking area or on common property.
- 12.7 Only currently insured motor vehicles will be allowed to park in the parking area. Unlicensed vehicles must provide a copy of a current "unlicensed vehicle policy", with a minimum of "basic third party legal liability" coverage to the strata corporation.
- 12.8 The user of each parking stall is responsible for the cleanup of oil spills or other fluid(s) in the stall. Continuous oil spills/leakage will result in prohibition from parking on limited or common property until the vehicle is repaired. The strata corporation reserves the right to clean parking stalls at the expense of the applicable resident upon non-compliance of notice to clean, and without further written notice.
- 12.9 In the event of a waiting list for parking stalls, no successive rights for additional rental of parking stalls will be given in the event of a sale of a strata lot or change in tenancy.

- 12.10 All cars improperly parked, abandoned, uninsured or without a valid parking sticker will be towed.
- 12.11 Speed limit 8 km per hour throughout the residential and visitors' parkades.
- 12.12 All residents must prevent any cars from following them into the parkade. When any car is behind a resident's vehicle, the resident must cross the gate and stop to allow the gate to close behind them. Only one vehicle may enter per entry card and tailgating is prohibited.
- 12.13 All residents must wait and observe that the garage doors have closed before proceeding to park, or to leave the premises.

### **13. Garbage or Refuse**

- 13.1 To avoid leakage/smells, all garbage/refuse placed in any refuse chute must be appropriately bagged and tied.
- 13.2 No propane cylinders, combustible or hazardous materials may be placed in the refuse chute. Residents must dispose of these, or other like materials, outside of the strata plan at their own expense.
- 13.3 No liquid garbage, cardboard boxes, glass, or oversized items are to be placed in the refuse chute.
- 13.4 All large items not disposable through the garbage compactor, located in the visitors' parkade, must be disposed of off-site by a resident.
- 13.5 Refuse chutes shall not be used between the hours of 11 p.m. and 7 a.m.
- 13.6 The strata corporation will arrange disposal of Christmas trees on prearranged dates. Live Christmas trees are allowed in strata lots only if bagged during transport through common areas. The strata lot owner may be charged for the costs of common property cleanup resulting from the improper transport of Christmas trees in or out of the building.
- 13.7 Promenade Mews Garbage/refuse: The units in the Promenade Mews must have garbage cans secured with a lid to put their garbage /refuse into and that garbage/refuse may only be put out on garbage days. Garbage cans must be kept inside the strata lot units on other days.

### **14. Balconies and Decks**

- 14.1 Barbecuing on common property and limited common property is permitted only insofar as the residents are using propane or electric barbecues. Alterations or extensions to the common property gas lines are not permitted. Smokers or charcoal burning cookers are not permitted.
- 14.2 Barbecuing is permitted only between the hours of 11:00 a.m. and 11:00 p.m.
- 14.3 Barbecues shall not be located under heat activated fire sprinklers when barbecue is in operation. Residents are required to have a fire extinguisher within their strata lot when barbecuing.
- 14.4 Without prior written approval by the strata corporation, residents must not install on the building exterior of any strata lot, limited common property or surface, television antenna, satellite receiving dish or any similar installation.
- 14.5 A resident must not install any awnings, window or balcony guard, planters or air conditioning device outside the strata lot other than those installations approved in writing by the strata corporation.

- 14.6 A resident must not shake rugs/mops/dusters, refuse, or any other material(s) out of the windows, doors, or from any balcony and deck.
- 14.7 Unless approved by the Strata Corporation in writing, a resident must not hang or display from limited common property balcony or deck, anything other than free-standing and self-contained planter boxes, summer furniture and accessories, barbecues, and indoor/outdoor carpeting. Laundry, flags, mops, brooms, signage (including real estate), any size boxes, freezers and open-flame devices such as fire pits, outdoor fireplaces and torches are not permitted.
- 14.8 Festive lights or decorations are permitted between December to February inclusive and must be removed by the end of February.
- 14.9 A resident shall exercise care to ensure that soil and other debris do not obstruct in any manner the building drainage systems located on common property or limited common property decks or patios.

**15. Storage Locker Rooms**

- 15.1 Residents may use only those lockers assigned to them by the Strata Corporation.
- 15.2 Storage lockers shall not be used to store combustibles, flammable, noxious, offensive materials or any other material that may damage the locker.

**16. Bicycles and Bicycle Storage Rooms**

- 16.1 Bicycles must not be stored in such a way as to block exits, or impede the removal of other bicycles. Bikes must not be locked to pipes, conduits, fences, stair rails, or hydrants on common property, except those designated for bicycle storage.
- 16.2 Bicycles stored on balconies or decks must be stored to minimize the visual impact to neighbours and pedestrians.
- 16.3 Riding bicycles inside the buildings is not permitted, with the exception of the parkade.

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

**17. Repair and maintenance of property by Strata Corporation**

- 17.1 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 but the duty to repair and maintain 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**

#### **18. Council size**

18.1 The council must have at least 3 and not more than 7 members.

#### **19. Council members' eligibility and terms**

19.1 The spouse of an owner may stand for council.

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

19.3 A person whose term as council member is ending is eligible for reelection.

#### **20. Removing council member**

20.1 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.

20.2 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.

#### **21. Replacing council member**

21.1 If a council member resigns or misses three (3) consecutive council meetings during the member's term of office will be deemed to have resigned therefrom and the office shall be deemed to have been vacated, the remaining members of the council may appoint a replacement council member for the remainder of the term.

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

- 21.3 The council may appoint a council member under this bylaw 21 even if the absence of the member being replaced leaves the council without a quorum.
- 21.4 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 20% 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.

## **22. Officers**

- 22.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president and a treasurer.
- 22.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 22.3 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.
- 22.4 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.

## **23. Calling council meetings**

- 23.1 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.
- 23.2 The notice in bylaw 23.1 does not have to be in writing.
- 23.3 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.
- 23.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

## **24. Quorum of council**

- 24.1 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.

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

**25. Council meetings**

25.1 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.

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

25.3 Owners may attend council meetings as observers.

25.4 Despite bylaw 25.3, 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.

**26. Voting at council meetings**

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

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

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

**27. Council to inform owners of minutes**

27.1 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.

**28. Delegation of council's powers and duties**

28.1 Subject to bylaw 28.2 to 28.4, 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.

28.2 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 28.3.

- 28.3 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.
- 28.4 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.

**29. Spending restrictions**

- 29.1 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.
- 29.2 Despite bylaw 29.1, 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.
- 29.3 The strata council shall not, except in emergencies, authorize, an expenditure exceeding \$10,000 which is not set out in the approved annual budget of the strata corporation or otherwise approved by the owners at a general meeting.

**30. Limitation on liability of council member**

- 30.1 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.
- 30.2 Bylaw 30.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 30.3 All acts done in good faith by council members are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office

**Division 4 — Enforcement of Bylaws and Rules**

**31. Maximum fine**

- 31.1 Except where expressly provided otherwise in these bylaws, 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.

**32. Continuing contravention**

- 32.1 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.

**33. Collection of Amounts Owning**

- 33.1 The strata corporation may take whatever action necessary to ensure collection of all arrears, including the use of collection agencies, commencing court action, and/or any other means provided under the Strata Property Act. The cost(s) of such action shall be borne by the strata lot owner and shall be added to the strata lot owner's assessment.
- 33.2 The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family or for which the owner is otherwise responsible pursuant to section 158(2) of the Act or these bylaws.

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

**34. Quorum of meeting**

- 34.1 If within 1/2 hour from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 34.1 is an alternative to section 48(3) of the Act. This bylaw 34.1 does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

**35. Person to chair meeting**

- 35.1 Annual and special general meetings must be chaired by the president of the council.
- 35.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 35.3 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.

**36. Participation by other than eligible voters**

- 36.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 36.2 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.
- 36.3 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.

**37. Voting**

- 37.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.



- 37.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 37.3 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.
- 37.4 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.
- 37.5 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 37.6 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- 37.7 Despite anything in this bylaw 37, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested at the meeting by an eligible voter.

**38. Order of business**

38.1 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.

**39. Scheduling of General Meetings**

39.1 The strata council shall not schedule nor hold general meetings on recognized religious holidays.

**Division 6 — Voluntary Dispute Resolution**

**40. Voluntary dispute resolution**

40.1 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.

40.2 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.

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

**Division 7 — Security**

**41. Access Devices and Keys**

41.1 Each strata lot is entitled to two (2) access devices (fobs or electronic remotes) at no cost. Each additional access device registered to a strata lot will be charged at twenty-five dollars (\$25) per fob and fifty-five dollars (\$55) per remote.

41.2 A lost or stolen access device must be reported immediately. A \$25 charge will be levied for replacement of a fob and \$55 for replacement of a remote. This charge is refundable if the device is found by the resident and returned to the strata corporation.

41.3 The duplication and/or distribution of keys to the common property (such as to storage rooms) for the use of a non-owner or non-resident is not permitted without prior written approval by the strata corporation.

41.4 Access fobs or electronic remotes must not be left inside vehicles at any time.

**42. Alarm Systems**

42.1 A resident must comply with City of Vancouver Bylaw No. 7111 and must obtain and maintain a valid permit for their alarm system. A fine of \$100 will be levied against a resident who fails to comply with this bylaw. The offending suite will be reported to the City of Vancouver Bylaw Enforcement Department.

42.2 There is a limitation of three (3) no-fee, false-alarm responses by the strata corporation staff, per strata lot, per operating year. Beyond this limitation, a one hundred dollar (\$100) fee per false-alarm response by strata corporation staff will be charged to the offending resident.

- 42.3 The strata corporation and its staff do not guarantee responses to a security alarm and accept no liability for the loss of property. The resident caretakers are instructed not to enter for obvious safety and security reasons. When an alarm rings, the staff are instructed to call 911 and wait for police so they can enter together.
- 42.4 Alarm de-activating codes and/or keys may be provided to the resident caretakers or managing agent in the event of emergency access, such as broken pipes, etc. The resident caretakers and/or managing agent will hold the codes and/or keys in confidence. Codes and/or keys will be held in reasonable safekeeping by resident caretakers and/or managing agent.

### **43. Safety and Security**

- 43.1 A resident must not leave a common area door unlocked unless they are in attendance to supervise security of the entry directly. This includes the glass pool doors, lobby doors, visitor parkade doors, and the locked doors from the parkade leading into the courtyard.
- 43.2 Door-to-door soliciting is not permitted.
- 43.3 A resident must not permit people into the building or parkade who are unknown to them. All residents shall check to be sure the outside door locks shut behind them before proceeding on. A resident must not allow pizza or other delivery persons into the building unsupervised.
- 43.4 A resident must not play or tamper with the fire, pool safety, hydro, and/or telephone equipment. This also includes, but is not limited to, any and all devices, apparatus and mechanical equipment located on common property.
- 43.5 All residents are reminded to familiarize themselves with the emergency fire procedures and plan, which are posted beside the elevators.
- 43.6 The bi-annual (every two years) inspection of all gas fireplaces is mandatory, and must be performed by the strata corporation, as organized and scheduled by the managing agent or facilities manager on behalf of the strata council.

## **Division 8 — Insurance and Responsibility**

### **44. Resident insurance**

- 44.1 A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.

### **45. Responsibility of Owners and others**

- 45.1 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any policy of strata insurance. Without limiting the generality of the word “**responsible**”, an owner is responsible for the owner’s own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner.

- 45.2 For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the proceeds of strata insurance received by the strata corporation and will be charged to the owner.
- 45.3 Residents must make every effort to reduce fire hazards and no material shall be brought into or stored in a strata lot or common property which may in any way increase the risk of fire. Such hazard(s) will be removed at the resident's expense by the strata corporation.
- 45.4 Residents are responsible for the conduct of their visitors and/or any loss or damages. A resident must inform their visitors of the bylaws and rules of the strata corporation.
- 45.5 A resident or visitor leaves any property on the common property at their sole risk. In no event shall the strata corporation be responsible to a resident or visitor for any loss of or damage to any property left on common property.

### **Division 9 — Rental of Residential Strata Lots**

#### **46. Residential Strata Lot Rentals**

- 46.1 The number of residential strata lots which may be rented shall be limited to twenty five (25) strata lots, excluding any strata lot rented to a caretaker or manager of the strata corporation.
- 46.2 An owner who wishes to rent his residential strata lot must deliver to the strata corporation a written request for permission to rent. Once approval is given, it is valid for a ninety (90) day period only. If the strata lot is not rented within the ninety (90) day period, said approval will be automatically revoked.
- 46.3 An owner who rents their residential strata lot must provide to the strata corporation a **Form K**, Tenant's Undertaking in accordance with Section 146 of the Strata Property Act. If an Owner fails to provide a **Form K** in accordance with Section 146, a fine of \$50 per month will be levied against the owner until such time as the **Form K** is received.
- 46.4 A landlord must not rent a residential strata lot to a tenant for a period of less than twelve consecutive months.

### **Division 10 – Common Facilities**

#### **47. Amenity Areas and Guest Suite Rentals**

- 47.1 Guest suite and amenity room rentals are available on a 'first come' basis. Reservations and deposits are to be made through the facilities manager. Reservations must be booked a minimum of twenty-(24) hours in advance. Payment in full when keys are picked up is required.
- 47.2 A guest suite reservation is for a maximum period of ten (10) consecutive days per guest. If a longer period is required, the guest suite rental will be offered on a daily rental basis subject to availability.
- 47.3 Smoking is prohibited in the guest suite and amenity areas.
- 47.4 Rental fee schedule(s) shall be determined by the strata corporation from time to time.

47.5 A resident must pay a damage/cleanup deposit of two hundred dollars (\$200.00) in advance, when booking a rental of the guest suite or amenity room. Such deposit shall be refunded in full upon the room being vacated in a clean and undamaged condition. A resident shall be responsible for the costs of any required cleaning or damage repair, in addition to forfeiting the \$200.00 deposit in full.

**48. Recreation Facilities (Pool, saunas, steam room, hot tub)**

48.1 Hours of operation are set by the strata council and posted on the external side of the locker room entry doors. The strata corporation may, without notice, close the recreation facilities for repairs, maintenance, inspections, and health and safety reasons.

48.2 **Dress Code**

(a) Regular bathing suits are required in the swimming pool and hot tub. Cut-offs and/or t-shirts are not allowed. No outdoor shoes are to be worn on pool deck.

(b) Shirts, dry clothes and rubber soled/running shoes must be worn in the exercise room.

48.3 **Conduct**

(a) Alcohol and food are not allowed in the facilities. Water and juice in plastic containers are permitted.

(b) No diving, running, or rough play.

(c) No shaving or personal grooming in sauna, hot tub, steam room, or shower stalls.

(d) No scuba diving equipment, other than masks, snorkels, and fins is permitted.

(e) No electrical devices are allowed on the pool deck.

(f) Courtesy is to be shown to others with respect to playing music in the recreation facilities.

48.4 **Health, Hygiene, and Safety**

(a) A shower is necessary before entering the swimming pool or Jacuzzi.

(b) Anyone with an open wound is not to use the swimming pool or Jacuzzi.

(c) Anyone with respiratory or heart problems is advised to seek medical advice before using any of these facilities.

(d) Children who have not been toilet trained, or who are diapered, are not permitted in the pool or hot tub.

(e) Patrons must use a towel and ensure that all fitness equipment is wiped after use.

48.5 **Use Restrictions**

(a) Children under 12 must be accompanied by an adult and may not use the facilities after 8 pm.

- (b) Visitors must be accompanied by a resident who will be responsible for the conduct of their guests while using the facilities.
- (c) No lifeguard is on duty. Use the facilities at your own risk.
- (d) The strata corporation is not responsible for injury or loss while using these facilities.
- (e) No overnight use of lockers is permitted. Locks will be removed from lockers if left overnight.
- (f) Use of the recreation facility showers is permitted only in conjunction with the use of recreation facilities.