

- Your electronic signature is a representation by you that:
  - you are a subscriber; and
  - you have incorporated your electronic signature into
    - this electronic application, and
    - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
  - the supporting document is identified in the imaged copy of it attached to this electronic application;
  - the original of the supporting document is in your possession; and
  - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. CONTACT: (Name, address, phone number)

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

Supplied  
Ordered

**Form I**  
**Strata Property Act**  
[am. B.C. Reg. 312/2009, s. 7.]  
**AMENDMENT TO BYLAWS**  
(Section 128)

The Owners, Strata Plan VIS1615, "Lord Harrison" 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 November 25, 2013:

BE IT RESOLVED, AS A THREE-QUARTER (3/4) VOTE OF THE OWNERS OF STRATA PLAN VIS1615, THAT the bylaws be amended from reading:

**Council members' terms**

12

- (3) In addition to a registered owner, the following persons may stand for election to the strata council provided that they reside in the building:
  - (a) the spouse, common-in-law spouse or same sex partner of a registered owner;

To read:

**Council members' terms**

12

- (3) In addition to a registered owner, the following persons may stand for election to the strata council provided that they reside in the building:
  - (a) the spouse or common-law spouse of a registered owner;

BE IT RESOLVED, AS A THREE-QUARTER (3/4) VOTE OF THE OWNERS OF STRATA PLAN VIS1615, THAT the bylaws be amended from reading:

**Rental Restriction Bylaw**

34

- (3) this bylaw does not apply to prevent the rental of a strata lot to a member of the "family" of an owner, meaning:
  - (a) the spouse of the owner;
  - (b) a parent or child of the owner; or
  - (c) a parent or child of the spouse of the owner, where "spouse of the owner" includes an individual who has lived and cohabited with the owner, for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender;

To read:

**Rental Restriction Bylaw**

34

- (3) this bylaw does not apply to prevent the rental of a strata lot to a member of the "family" of an owner, meaning:
  - (a) the spouse of the owner;
  - (b) a parent or child of the owner; or
  - (c) a parent or child of the spouse of the owner, where "spouse of the owner" includes an individual who has lived and cohabited with the owner, for a period of at least two years in a marriage-like relationship;

BE IT RESOLVED, AS A THREE-QUARTER (3/4) VOTE OF THE OWNERS OF STRATA PLAN VIS1615, THAT the bylaws be amended to add under Rental Restriction Bylaw 34:

- (1) a (ix) While an owner is renting their unit, they may not put that unit back on the wait list to rent during the tenancy agreement.

BE IT RESOLVED, AS A THREE-QUARTER (3/4) VOTE OF THE OWNERS OF STRATA PLAN VIS1615, THAT the bylaws be amended to add under Rental Restriction Bylaw 34:

- (1) a (x) If a rental position is available, and the owners on the wait list do not wish to rent, the list will not be maintained by the strata corporation, council, or the property management company.

BE IT RESOLVED, AS A THREE-QUARTER (3/4) VOTE OF THE OWNERS OF STRATA PLAN VIS1615, THAT the bylaws be amended under Division 3, Council, from reading:

Council to inform owners of minutes

20

- (3) All Social Club activities and minutes will be exempt from Council Minutes. Minutes should pertain to the budget and the maintenance of the building.

To read:

Council to inform owners of minutes

20

- (3) Minutes should pertain to the budget and the maintenance of the building.

BE IT RESOLVED, AS A THREE-QUARTER (3/4) VOTE OF THE OWNERS OF STRATA PLAN VIS1615, THAT the bylaws be amended from reading:

Use of property

4

- (2) (m) owners, tenants, occupants and invitees shall not smoke anywhere on the interior common property.

To read:

Use of property

4

- (2) (m) owners, tenants, occupants and invitees shall not smoke anywhere on the interior common property, including the parking areas and storage lockers.

BE IT RESOLVED BY A THREE-QUARTER (3/4) VOTE of The Owners, Strata Plan VIS1615, that the registered bylaws of the Strata Corporation be amended by adopting all of the bylaws passed at today's meeting and by filing a new consolidated copy of the bylaws in the Land Title Office.

*Harvey*  
.....  
Signature of Council Member

*J. Moore*  
.....  
Signature of Second Council Member (not required if council consists of only one member)

\* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

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Ordered by Ron Neal of BROWN ALLIANCE on May 21, 2014

**Division 1****Duties of Owners, Tenants, Occupants and Visitors****Payment of strata fees**

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) The strata corporation may charge an owner with all bank charges and other charges that relate to such owner issuing a returned cheque for any payment hereunder.

**Interest on late payment**

- 2 (1) The strata corporation may charge interest at the rate of TEN (10%) PER CENT per annum, compounded annually, on late assessments and other fees.
- (2) The strata corporation may charge interest at the rate of TEN (10%) PER CENT per annum, compounded annually, on all late special levies.

**Repair and maintenance of property by owner**

- 3 (1) An owner must repair and maintain the owner's strata lot including any changes from its original condition, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws. In order to clarify the owner's obligation to repair and maintain hereunder, the owner of a main floor strata lot is responsible for the maintenance of any garden area that they plant with the permission of the strata council on the common property and for the day to day cleaning of their patio or balcony. Owners must also immediately repair any condition within their strata lot, which results in excessive use of utilities or other common assets.
- (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) An owner must maintain, repair and replace any additions or alterations made to his/her strata lot, the common property or limited common property. The strata council may require proper drawings and engineering certification prior to giving approval, such to be prepared at the cost of the owner seeking approval.
- (4) An owner shall also be responsible for any damage occurring to common property, limited common property or their strata lot if such is caused by the act or neglect of the owner or his/her guest or invitee.

**Use of property**

- 4 (1) An owner, tenant, occupant or invitee must not use a strata lot, the common property, common utilities, 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, and no owner, tenant, or occupant shall annoy, harass or disturb any other owner, tenant, occupant or invitee.
- (d) is illegal or is contrary to any statute, ordinance, bylaw or regulation of any governmental authority whether Federal, Provincial or Municipal.

- (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.
- (f) will increase the risk of fire or the rate of fire insurance premiums.
- (g) uses the plumbing or electrical systems for any purpose other than those for which they were constructed.
- (2) In addition to the above bylaws owners, tenants and occupants shall comply with the following further bylaws relating to use:
- (a) no owner, tenant, occupant or invitee shall cause or produce any unacceptable smell, vibration or glare in or about any strata lot or the common property.
- (b) no owner, tenant or occupant shall:
- (i) operate radios, televisions, stereos, musical instruments and/or other devices at a volume level that, in the opinion of the council, is offensive to other residents;
  - (ii) operate noisy appliances such as dishwashers, clothes washers, clothes dryers and vacuum cleaners between the hours of 11:00 p.m. and 8:00 a.m.;
  - (iii) hammer, saw or do other construction work between the hours of 9:00 p.m. and 8:30 a.m.
  - (iv) chop wood on balconies or patios.
- (c) owners, tenants and occupants and invitees shall not use a waterbed or water filled furniture in any strata lot unless they carry appropriate insurance and obtain the consent of the strata council.
- (d) owners, tenants, occupants and invitees shall not shake any mops, rags, or rugs from any window, door, balcony or patio and no dirt, rubbish or litter of any kind shall be swept from or thrown from any window, door, balcony or patio.
- (e) owners, tenants, occupants and invitees shall not feed wild birds from their strata lot or the common property.
- (f) owners, tenants, occupants and invitees shall not store or permit to be stored in or about their strata lot or the common property any flammable, explosive or hazardous materials.
- (g) owners, tenants and occupants shall use their strata lot as a single-family residence only and in no case shall a strata lot be used as a permanent residence for more than FOUR (4) persons. No more than one boarder per strata lot is permitted. In addition, owners, tenants and occupants shall not conduct any business or commercial activity from their strata lot, which results in customers, clients or members of the public attending at their residence.
- (h) owners, tenants and occupants of second, third, and fourth floor strata lots shall ensure that the living room, dining room and bedrooms of each strata lot are either carpeted with good quality underlay and carpeting, or with a cork underlay sound barrier not less than six millimetres in thickness under a Laminate or Engineered Wood flooring. Owners, tenants and occupants of all Strata lots, shall in addition, ensure all flooring installed shall meet the current building code and be approved by the Property Agent. As of October 30, 2006, all suites that currently have laminate or engineered wood flooring are grandfathered.
- (i) owners, tenants, and occupants shall not install or permit to be installed any radio, telephone or television antennae or receiving dish on the exterior of the building nor shall they display any sign, banner, poster or other material save and except as permitted under Federal or Provincial Election laws.
- (j) owners, tenants, occupants and invitees shall not hang clothing or bedding of any kind from a balcony, patio, window or door so as to be visible from the exterior of the strata corporation building.
- (k) Owners, tenants, occupants or invitees shall not leave personal property of any kind, in

or about the common areas. Firewood or shopping carts may be stored in owners' parking spaces providing that they do not obstruct, cause inconvenience, or pose risk of injury to any other resident, or encroach on their space. A small amount of firewood may be stored in parking spaces except in stalls 17, 18, 39 and 40 as those stalls have the carbon monoxide detectors. Firewood must be stacked against the wall of the parking stall, or between columns, and the stack cannot exceed 18 inches in depth, 3 feet in width, and 2 feet in height.

- (l) only CSA certified gas or electric barbecues be allowed to be used between the hours of 11 a.m. and 9 p.m., seven days a week.
- (m) owners, tenants, occupants and invitees shall not smoke anywhere on the interior common property, including the parking areas and storage lockers.
- (n) owners, tenants, and occupants may not use live cut Christmas trees in the strata corporation. Only artificial trees are permitted.
- (o) Owners, tenants, occupants or invitees must not transport bicycles through the lobby, elevator, stairwells or hallways and shall store their bicycles in designated storage area or storage locker on the common property or in front of their vehicle if they are parked in front of a wall.  
In no case shall skateboards, scooters, roller blades or similar devices be used or operated on the common property. All items left on the common property are at the risk of the owner and may be removed by the Strata Council without notice, at the owner's expense, if preapproval was not granted.
- (p) owners, tenants and occupants shall not pick, pull or damage any of the plants or shrubs on the common property that belong to the corporation and shall ensure that all outside taps are turned off tightly after use.
- (q) no owner, tenant or occupant who is not a member of the strata council shall interfere in any way with the management and administration of the common property including, without restricting the generality of the foregoing, the adjustment of heat in any common area, the opening or closing of doors in the common hallways so as to affect the heat, and no owner, tenant or occupant who is not a member of the strata council shall interrupt or interfere with any contractor of the strata corporation or give instruction to them.
- (r) owners, tenants and occupants acknowledge that all goods and chattels left on the common property or in any storage locker are left there at their sole risk and that the strata corporation shall not be liable for any losses or damages that may occur.
- (s) owners, tenants, and occupants shall not install awnings or shades over or around the exterior of any windows, doors or balconies without the prior written consent of the strata corporation.
- (t) owners, tenants and occupants shall not allow excessive amounts of water to build up on any patio or balcony and shall ensure that the drains are not blocked with leaves or other debris.
- (u) owners, tenants, and occupants must have firewood in a closed container when transporting it on the elevator and through common hallways.
- (v) no fasteners may be inserted into the soffit above individual patios and/or balconies, nor into the fascia board or hardy board. Owners may not paint exterior wall or trims, nor install indoor outdoor carpeting over the vinyl on the patio and/or balconies. The patios and/or balconies are part of the unit entitlement and the cost of repairs for any damage done by an owner will be the responsibility of the owner. These measures are necessary to preserve the remediation work per Chatwin Engineering.



- (3) An owner, tenant, occupant or invitee must not cause damage 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, reasonable wear and tear excepted. Owners are responsible for the acts of their tenants and any other person they admit to the strata corporation building.

### Pets

- 5 (1) Owners, tenants and occupants shall not keep pets of any kind in or about a strata lot or the common property OTHER THAN:
- (a) a reasonable number of aquarium fish or small animals to be kept in an aquarium that does not exceed twenty gallons in size.
  - (b) not more than two (2) caged birds.
  - (c) one or two spayed or neutered domestic house cats.
- (2) An owner, tenant, occupant or visitor shall ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset of the strata corporation.
- (3) An owner, tenant, occupant or visitor must ensure that all birds and animals living in a strata lot are registered with the Strata Council.
- (4) Should the strata council receive a written complaint about a permitted pet, the Council shall investigate the matter and may, in their sole discretion, issue a warning letter to the pet's owner if the complaint is justified. If a second complaint is received, then the council may levy a fine or, in their sole discretion, they may order the pet removed from the strata corporation property permanently on FOURTEEN (14) DAYS written notice.

### Inform Strata Council

- 6 (1) Within 2 weeks of becoming an owner, an owner must inform the strata council of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata council, a tenant must inform the strata corporation of his or her name and must acknowledge receipt of a copy of the bylaws and rules.

### Obtain approval before altering a strata lot

- 7 (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;
  - (d) doors or windows 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.

- (2) The strata corporation shall require that the owner provide detailed plans and specifications and shall also require certification of a structural engineer if such is appropriate prior to giving or denying their consent. The strata corporation must not withhold its approval under subsection (1) without due consideration, but shall require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration. The owner shall indemnify and save harmless the strata corporation from all costs relating to the alteration now and in the future.

**Obtain approval before altering common property**

- 8 (1) An owner and the strata council must obtain approval of the strata corporation by 3/4 vote before making any alteration to common property, including limited common property, or common assets.
- (2) The strata corporation shall require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.

**Permit entry to strata lot**

- 9 (1) An owner, tenant, occupant or invitee 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.
  - (c) at a reasonable time, on 48 hours' written notice, to ensure compliance with the Act, the Regulations, the bylaws and the rules.
- (2) The notice referred to in subsection (1) (b) & (c) must include the date and approximate time of entry, and the reason for entry. The person authorized to enter the suite must announce that they are in the unit by attaching a note to the door while they are working in the unit. The door of the unit will be locked when work is being done in the unit in the absence of the resident. They must also announce that they have been in the unit by leaving a note in a conspicuous location inside the unit when they leave.

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

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

- 10 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 the building;
      - (B) the exterior of the building;

- (C) stairs, balconies and other things attached to the exterior of the building;
  - (D) doors, windows, and skylights on the exterior of the building or that front on the common property only if they leak or are causing damage to the building;
  - (E) fences, railings and similar structures that enclose limited common property and yards;
  - (F) cleaning of inaccessible windows and skylights, chimneys gutters and drains
  - (G) all master keys will be kept at the Property Manager's office for building and security reasons
- (d) a strata lot, but the duty to repair and maintain it is restricted to
- (i) the structure of the building,
  - (ii) the exterior of the building,
  - (iii) balconies, gutters, drains, skylights and other things attached to the exterior of the building,
  - (iv) doors and windows on the exterior of the building or that front on the common property only if they leak or are causing damage to the building, and
  - (v) fences, railings and similar structures that enclose limited common property and yards. PROVIDED ALWAYS that the strata corporation is not obligated to maintain, repair or replace any improvements made by an owner pursuant to bylaw 3 (3) and/or 7, or any such improvements in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the owner for the time being of the strata lot which has the benefit of such improvement.
- (e) The strata corporation shall post advance notice of any work to be done that will potentially affect occupant privacy, e.g. washing exterior windows, or interfere with the normal access into or through the building, e.g. carpet cleaning, elevator repairs.
- (f) The strata corporation must retain the correspondence referred to in Section 35 (3) of the Act and Section 4.1 of the Regulations.

**Division 3  
Council**

**Council size**

- 11 (1) Strata Corporation shall strive to elect SEVEN (7) persons to Council, but must not accept less than THREE (3).

**Council members' terms**

- 12 (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) In addition to a registered owner, the following persons may stand for election to the strata council provided that they reside in the building:
- (a) the spouse or common-law spouse of a registered owner;
  - (b) the parent or adult child of a registered owner.
- Provided always that no more than one resident of a strata lot shall serve on council at any one time.

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- (4) An owner may not stand for election to the strata council or continue to sit on the strata council if they are in arrears in the payment of any assessments or special levies for a period of 30 days and the strata corporation is in a position to file a lien on his/her strata lot under Section 116 of the Strata Property Act.
- (5) A member of council must resign immediately from the strata council if they accept an unconditional offer to purchase their strata lot.

#### Removing council member

- 13** (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.
- (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

- 14** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more consecutive 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 consecutive 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

- 15** (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 ceased to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more consecutive months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

#### Calling council meetings

- 16** (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.

#### Quorum of council

- 17
- (1) A quorum of the council is:
    - (a) 2 where the council consists of 3 or 4 members;
    - (b) 3 where the council consists of 5 or 6 members; and
    - (c) 4 where the council consists of 7 members.
  - (2) Council members must be present in person at the council meeting to be counted in establishing a quorum.

#### Council meetings

- 18
- (1) At the option of the council, a council meeting may be held by electronic means, including conference telephone calls, 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

- 19
- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
  - (2) 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

- 20
- (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.
  - (2) All correspondence to and from Council must be summarized in the minutes.
  - (3) Minutes should pertain to the budget and the maintenance of the building.

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

- 21 (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.
  - (c) require that a copy of all contracts to be entered into by or on behalf of the Strata Corporation, be verified by Council before acceptance, except in the case of an emergency.
- (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.
- (5) No member of the strata council shall act unilaterally except in the case of an emergency.

**Spending restrictions**

- 22 (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) Pursuant to Section 82 of the *Strata Property Act, SBC 1998, Chapter 43*, the strata council may not acquire or dispose of personal property with a value greater than TWO THOUSAND (\$2,000.00) DOLLARS unless such sale or purchase is approved by a 3/4 vote of the owners in general meeting.
- (3) Pursuant to Section 98 of the *Strata Property Act SBC 1998, Chapter 43*, the strata council may not make an expenditure that is not provided for in the budget or approved by a 3/4 vote unless the expenditure will potentially benefit all owners and the total annual amount of such expenditures in the fiscal year is less than FIVE THOUSAND (\$5,000.00) DOLLARS and such has been approved by a majority resolution of the strata council.
- (4) Notwithstanding subsections (1), (2) and (3) above, the strata council may spend the strata corporation's money, such expenditure may be made from the operating fund or the contingency reserve fund, to repair or replace common property or common assets if repair or replacement is required immediately to ensure safety or prevent significant loss or damage.
- (5) The strata council must inform owners as soon as feasible about any expenditure made under paragraph 4 above.

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**Fiscal year of Strata Corporation**

- 23 (1) The fiscal year of the strata corporation shall be November 1<sup>st</sup> to the October 31<sup>st</sup>.
- (2) All contracts with the Strata Corporation shall be deemed to expire on October 31<sup>st</sup>, to coincide with the end of the fiscal year, unless prior arrangements have been made.

**Limitation on liability of council member**

- 24 (1) A council member who acts honestly and in good faith and within the limits of his or her authority 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 judgement against the strata corporation.
- (3) Provided the council member has acted honestly and in good faith and within the limits of his or her authority, the strata corporation shall indemnify the council member for their reasonable legal costs in responding to a claim of wrongdoing on a solicitor and own client basis.

**Division 4****Enforcement of Bylaws and Rules****Maximum fine**

- 25 The strata corporation may fine an owner or tenant a maximum of
- (a) up to \$200.00, in the discretion of the strata council, for each contravention of a bylaw (save and except for a rental bylaw where the fine may be not more than \$500.00), and
- (b) up to \$50.00, in the discretion of the strata council, for each contravention of a rule.
- (c) In addition to the above fines, the strata council may levy a fine of up to \$500.00 for a breach of the Rental Restriction Bylaw.

**Continuing contravention**

- 26 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.

**Owner liable for legal costs**

- 27 Should the strata corporation be required to undertake any legal action or arbitration, or seek legal advice with respect to a breach by an owner, tenant or occupant of any strata lot of the *Strata Property Act*, the *Strata Property Regulations*, the bylaws or rules or any amendments thereto, then the owner of the strata lot shall be responsible for and shall pay all of the strata corporation's legal costs incurred on a solicitor and own client basis.

**Small claims actions**

- 28 Notwithstanding the terms and conditions of the *Strata Property Act* the strata council may commence and proceed with a small claims action against an owner without the necessity of first obtaining the consent of the owners by a 3/4 vote.

## Division 5 Annual and Special General Meetings

### Person to chair meeting

- 29 (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

- 30 (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

- 31 (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) 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.
- (7) No owner may vote at an annual or special general meeting, except in cases of a unanimous vote, if, at the time of the vote, they are more than THIRTY (30) DAYS in arrears in the payment of their assessments, any special levy, or other costs and the strata corporation is entitled to file a lien on his/her strata lot under Section 116 for non-payment of assessments or a special levy.



**Order of business**

32 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 minutes from the last annual or special general meeting;
- (f) deal with unfinished business;
- (g) 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;
- (h) ratify any new rules made by the strata corporation under section 125 of the Act;
- (i) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (j) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (k) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (l) elect a council, if the meeting is an annual general meeting;
- (m) terminate the meeting.

**Division 6****Age Restriction****Age Restriction**

- 33 (1) It is the intention of the owners that the strata corporation remain "adult oriented".
- (2) Subject to any statutory provisions to the contrary, no person under the age of NINETEEN (19) YEARS shall reside in any strata lot for a period longer than NINETY (90) DAYS in any calendar year.
- (3) Notwithstanding (2) should any existing owner become legally responsible for a person under the age of NINETEEN (19) YEARS such person may reside in a strata lot with the owner.

**Division 7****Rental Restriction bylaw****Rental Restriction Bylaw**

- 34 (1) Subject to the provisions of this bylaw strata lots shall be owner-occupied only, with the following considerations and exceptions:
- (a) at any given time up to two (2) strata lots may be leased for terms of not less than one year, and the procedure to be followed by the strata corporation in administering this limit will be as follows:
    - (i) any owner wishing to rent a strata lot must make an application in writing to the council;
    - (ii) approvals will be granted by the council on a first come basis in the order of the date such applications are received by the council;

- (iii) the council will not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot except as set out in this bylaw;
  - (iv) the council will consider each application upon receipt and will respond to each application in writing within one week of receipt;
  - (v) the council will keep a list of owners who wish to rent their strata lot and the priority of their application, and will advise each owner as soon as their application can be accepted;
  - (vi) upon acceptance of an application to rent, an owner must enter into a lease of a strata lot within two months (2) from acceptance by the council of such owner's application or the acceptance will be automatically revoked and the council will be entitled to advise the owner next following on the list that its application to rent a strata lot has been approved;
  - (vii) an owner must re-apply to rent their unit upon a tenancy ending. The wait list will be reviewed and a decision to allow the renting of the suite will be approved or denied after the owners on the wait list are given the option to rent their suites. Owners on the wait list will have two months to find and place tenants. Failure to rent their suite in the allotted time will cause the owner to be placed at the bottom of the wait list;
  - (viii) the lease agreement for renting must be a fixed-term tenancy not to exceed two years. The tenancy agreement contract must clearly state that the tenancy terminates at the end of the term and does not continue as a monthly or periodic tenancy;
  - (ix) while an owner is renting their unit, they may not put that unit back on the wait list to rent during the tenancy agreement;
  - (x) if a rental position is available, and the owners on the wait list do not wish to rent, the list will not be maintained by the strata corporation, council, or the property management company.
- (2) notwithstanding paragraph (a), where cases of undue physical or financial hardship of a personal nature arise, the owner may make a written request to the council for permission to rent a strata lot for a limited period of time, and where the council has been provided with evidence that undue hardship will result if limited rental approval is not given, the council shall not unreasonably withhold permission for limited rental;
- (3) this bylaw does not apply to prevent the rental of a strata lot to a member of the "family" of an owner, meaning:
- (a) the spouse of the owner;
  - (b) a parent or child of the owner; or
  - (c) a parent or child of the spouse of the owner, where "spouse of the owner" includes an individual who has lived and cohabited with the owner, for a period of at least two years in a marriage-like relationship;
- (4) the Strata Corporation is entitled to impose a fine of up to \$500 for a contravention of this bylaw, and may impose such fine for a continuing contravention every seven days.

## Division 8 Insurance

### Insurance

- 35 (1) The strata corporation must maintain errors and omissions - "Officers & Directors" liability insurance in an amount of not less than \$2,000,000.00.
- (2) Owners and tenants acknowledge that they are solely responsible for and must carry third party liability insurance for their strata lot and excess insurance coverage for replacement value of all improvements made to the fixtures, fittings and finish of their strata lot from those installed by the Developer and specifically acknowledge that such improvement may not be insured under the general strata corporation insurance. Owners must provide proof of such coverage upon request from Strata Council. Owners shall also be solely responsible for any deductible on their own insurance policy.

## Division 9 Miscellaneous

### Ingress and egress

- 36 (1) Owners, tenants, occupants and invitees shall only use walkways, driveways and other means of ingress and egress for access to the strata corporation building and parking areas and shall ensure that such areas are kept free of obstruction at all times.
- (2) All motor vehicles shall be parked in designated parking stalls only. A violation of this bylaw may result in the council having the motor vehicle towed at the owner's expense.

### Sale of strata lots and moving

- 37 (1) Owners shall notify and provide the strata council with the name, address and telephone numbers of the Realtor prior to listing their strata lot for sale.
- (2) No more than ONE (1) "FOR SALE" sign shall be placed by an owner on the common property, on the corner of Harrison St. and Pandora Ave. The sign shall be removed immediately upon the confirmation of an unconditional sale of the unit.
- (3) Any open houses shall be held only between the hours of 1:00 p.m. and 5:00 p.m.
- (4) Prospective purchasers must be escorted at all times while in the building and in no case shall entrance doors be left open or unsecured.
- (5) Realtors must comply with all the bylaws and rules and the owner must provide them with a copy. For Security reasons, Realtors must store the key fob and suite and internal building keys in their company office, and not put them in a lock box.
- (6) all persons moving into or out of the strata corporation building shall provide the strata council with at least 24 hours notice of the move in order to arrange for putting up the elevator blanket and obtaining the elevator key. Moving shall only be done between the hours of 8:00 a.m. and 9:00 p.m., seven days a week.
- (7) Owners, tenants and occupants moving into or out of the building shall, exercise due care and

attention so as not to damage the common property and shall ensure that it is left in a clean and tidy condition.

- (8) A non-refundable "move-in" fee of \$50.00 will be charged by the Strata Corporation to all new owners and tenants, payable prior to the move in.

**Fees payable for records**

38

The strata corporation may charge a fee of TWENTY-FIVE (\$.25) CENTS per page for copies of documents or records that are requested by an owner. In addition, they may charge the sum of FIFTEEN (\$15.00) DOLLARS for a Certificate of Payment, Form F, and THIRTY-FIVE (\$35.00) DOLLARS for a Certificate of the Strata Corporation, Form B. Provided always that should the permissible fees be increased by Regulation, the Strata Corporation may charge the higher amounts as set out in the Regulation.

**Keys**

39

- (1) Owners must provide duplicate keys to the strata council or designate, or a trusted resident in the building to allow them access to the strata lot in case of emergency. Owners must advise the strata council of the location of the key if it is left with a resident. Owners failing to do so are solely responsible for the costs of repairs resulting from forced entry in an emergency.
- (2) Owners, tenants and occupants must advise the Property Agent if they lose a key fob, gate opener or internal building key, so the relevant identification numbers can be eliminated from that particular system. Owners, tenants and occupants will not be charged for this service.
- (3) Owners, tenants and occupants may purchase additional or replacement key fobs, gate openers or internal building keys from the Property Agent at cost per item.
- (4) All master keys are to be kept at the Property Manager's office for building and personal security.
- (5) Keys in the custody of Boorman's Property Management, are to be signed for and dated, when they are taken from Boorman's and signed for and dated, when the keys are returned to Boorman's.

**Security**

40

- (1) Owners, tenants and occupants must not admit unknown persons to the strata corporation building. Residents should ensure that all doors including the garage door are closed behind them when leaving or entering the strata corporation building.
- (2) The main entrance doors and internal security doors of the building must not be propped open or left open and unattended at any time. External fire doors must be used only in cases of emergency.
- (3) Garage door openers must not be left unattended in a vehicle.
- (4) Owners, tenants and occupants shall report any suspicious activity or illegal act by calling 911 and shall give details to the strata council as soon as possible.

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## Parking

## 41

- (1) One (1) covered parking stall will be assigned to each strata lot by the strata council. Such assignments must be renewed annually. The strata council may change these assigned parking stalls as required. Parking stalls shall be used only for the parking of passenger automobiles, vans, small trucks, motorcycles, and sport utility vehicles and for no other purpose without the consent of the strata council. Parking stalls are allocated to residents only. No subletting is allowed. Vehicles must be of a size and parked in a manner so that they do not protrude beyond the boundaries of the parking stall or inhibit the parking of other vehicles.
  - (a) Owners, tenants or occupants may rent a second parking stall through the council. Additional parking stalls may be rented on a monthly basis from the strata council for a rental fee of \$12.50 per month. Long-term rentals, (12 months or more), shall be paid for by adding the rental amount to the owner's monthly strata fees. Payments for short-term use, (less than 12 months), must be submitted to the Parking Committee Chair three months at a time, or added to the owner's monthly strata fees. The unused portion of the rental, calculated in whole weeks, will be fully refunded to a short-term renter if the rental agreement is cancelled before the last week of the third month. Parking stall rentals are subject to cancellation should the parking be needed for a first parking stall for an owner, tenant or occupant of a strata lot.
- (2) All motor vehicles parked on the common property must be operational and insured. If a resident wishes to store their motor vehicle, they must first obtain approval from the strata council and they must purchase Third Party Liability insurance in a minimum amount of \$1,000,000.00. A copy of the policy must be provided to the strata council.
- (4) Owners, tenants and occupants shall not park in the visitors parking at any time except with specific approval from strata council, or their vehicle will be towed at the owner's expense. In addition, any vehicle parked illegally in an assigned parking space will be towed and the owner, tenant or occupant who has been assigned the parking stall should contact the strata council or designate to arrange for towing.
- (5) No major mechanical repair work of any kind shall be done on any vehicle and in no case shall an owner store or keep a derelict or unlicensed vehicle on the common property unless the unlicensed vehicle has storage insurance and its storage is approved by the strata council in writing. Owners of vehicles leaking gasoline, diesel or oil shall be responsible for cleaning up the leaked fluids and for restoring the parking lot surface if it is damaged.
- (6) The maximum speed for driving or cycling on driveways and in the parkade is 10km/hour.
- (7) Guest parking spaces will be provided only for the use of visitors and service personnel with unmarked vehicles, with two spaces at the north end of the property and one space in the parkade. A visitor's parking tag must be prominently displayed in the vehicle. Guest parking is appropriately identified with signs and is shown on the parking map.
- (8) All guest parking is short term to a maximum of 72 hours (3 days) every 2 weeks. Residents must obtain written permission from the Council Member, who is in charge of parking, for guest parking longer than 72 hours. That Council Member will inform Council at the next meeting. A violation will result in the vehicle being towed away at the Owner's expense. Any time parking on any one day will count as 24 hours (1day).

- (9) The semi-circular driveway at the main entrance to the strata corporation building is to be used strictly for loading and unloading. Parking is limited to 15 minutes. Strata council will issue instructions to tow the vehicle away at the owner's expense, if a violation occurs. Clearly marked service and emergency vehicles are exempt while conducting business or responding to an emergency in the building.

### Garbage

42

- (1) Owners, tenants and occupants shall dispose of household refuse, including garbage and recyclable materials, in accordance with the CRD Bylaw in such manner as the Strata Council may from time to time direct. It is the responsibility of all owners who rent their strata lots to ensure that their tenant is familiar with the CRD rules.
- (2) No furniture or household fixtures are to be put in the bins or anywhere else on the common property. It is the responsibility of the owner of such materials to arrange for the disposal off of the common property.

### Hospitality suite

43

- (1) The "Hospitality Suite" will be booked on a first come first served basis by the Hospitality Coordinator. Reservations will be made in accordance with the procedure established by the strata council from time to time. The time limit on any rental shall be for a maximum of FOURTEEN (14) CONSECUTIVE DAYS.
- (2) The rental rate will be \$40.00 per overnight stay, or \$20.00 per portion of a day. Residents shall accept responsibility for the ensuring that the suite is cleaned after their visitor/s leaves and to ensure the care and safe return of all items given to them by the coordinator. For health concerns, the Council will be responsible for ensuring that the suite will be sanitized in the bathroom and kitchen areas after each full rental period. Council should notify the sponsor of the visitor/s of any damage, untidiness, lost items, or need for extraordinary cleaning of the suite, after the keys have been returned to the coordinator.

### Insurance and Liability for Water Escape

44

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every year for the purposes of determining full replacement value pursuant to section 149(4)(a) of the Strata Property Act.
- (2) For purposes of section 149(4)(b) of the Strata Property Act, the Strata Corporation shall obtain adequate insurance on an annual basis to cover other perils, including:
- (a) earthquake insurance; and,
  - (b) Director's and Officer's Liability Insurance for a minimum amount of \$2,000,000.00 or such lesser amount as may be available.
- (3) Subject to the regulations and this bylaw, the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1).
- (4) Despite any other section of the Act or the regulations, Strata Corporation approval is not

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required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159.

- (5) An Owner, tenant, occupant or visitor must not:
- (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
  - (b) 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.
- (6) An owner shall reimburse the Strata Corporation's repair or replacement costs plus any losses or damages to a strata lot, the common property, the limited common property or the contents of same, if that owner, or that owner's family member(s), pets, guests, employees, contractors, agents, tenants, volunteers, or their pets is(are) responsible for the loss or damage but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner.
- (7) For greater certainty, an owner is responsible even if that owner is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act.
- (8) Without restricting the generality of the foregoing, an owner is responsible for:
- (a) any water escape damage from that owner's strata lot or any other type of damage caused by or arising out of the operation or failure of any appliance, equipment or fixture located in the owner's strata lot including, but not limited to the following:
    - (i) dishwasher;
    - (ii) refrigerator with ice/water dispensing capabilities;
    - (iii) garburator;
    - (iv) hot water tank;
    - (v) washing machine;
    - (vi) toilet, sink, bathtub and/or shower;
    - (vii) air conditioner;
    - (viii) fish tank;
    - (ix) fireplace;
    - (x) plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner; or,
    - (xi) any other similar type of appliance, equipment or fixture.
  - (b) any damage arising out of any Alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that Strata Lot; and,
  - (c) any damage to property that an owner is required to repair or maintain.
- (9) An owner shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be

considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner.

- (10) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs and related legal costs shall be charged to the owner and shall become due and payable as part of that owner's monthly assessment on the first of the month following the date on which the expense was incurred.
- (11) An owner should obtain and maintain an Homeowner Package insurance policy to cover:
- (a) the losses described in section 161 of the Act;
  - (b) the deductible portion of the insurance claim against the Strata Corporation's insurance policy if that owner is responsible for the loss or damage that gave rise to the claim;
  - (c) any Alteration; and,
  - (d) any betterments or changes to the buildings or fixtures built by the developer.

### Severability

45

For the purposes of interpretation of these bylaws and any amendments, additions or alterations to them, each heading, paragraph, and subparagraph shall be deemed to be a separate section with the intent that should an Arbitrator or Court of Competent Jurisdiction find that any such heading, paragraph or subparagraph of these bylaws or any amendments is void for uncertainty or is ultra vires the strata corporation or is, for any other reason, unenforceable, then such heading, paragraph or subparagraph shall be deemed to be severable and the remaining heading, paragraphs and subparagraphs of these bylaws shall be interpreted so as to be given the broadest meaning possible and such heading, paragraphs and subparagraphs shall remain in force and effect.

End of Document

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