

# STRATA PLAN VIS 2254

## BYLAWS INDEX

### Division 1 - Duties of Owners, Tenants, Occupants and Visitors

- 1 Payment of Strata Fees
- 2 Interest on Late Payment
- 3 Repair and Maintenance of Property by Owner
- 4 Use of Property
- 5 Pets
- 6 Strata Corporation
- 7 Obtain Approval Before Altering a Strata Lot
- 8 Obtain Approval Before Altering Common Property
- 9 Permit Entry to Strata Lot

### Division 2 - Powers and Duties of Strata Corporation

- 10 Repair and Maintenance of Property by Strata Corporation

### Division 3 - Council

- 11 Council Size
- 12 Council Members' Terms
- 13 Removing Council Members
- 14 Replacing Council Member
- 15 Officers
- 16 Calling Council Meetings
- 17 Quorum of Council
- 18 Council Meetings
- 19 Voting at Council Meetings
- 20 Council to Inform Owners of Minutes
- 21 Delegation of Council's Powers and Duties
- 22 Spending Restrictions
- 23 Depreciation Report
- 24 Fiscal Year of Strata Corporation
- 25 User Fees
- 26 Limitation on Liability of Council Member

### Division 4 - Enforcement of Bylaws and Rules

- 27 Maximum Fine
- 28 Continuing Contravention
- 29 Owner Liable of Legal Costs
- 30 Small Claims Actions

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

- 31 Person to Chair Meeting
- 32 Voting
- 33 Order of Business

**Division 6 - Age Restriction**

- 34 Age Restriction

**Division 7 - Rental Restriction**

- 35 Rental Restriction

**Division 8 Insurance**

- 36 Insurance

**Division 9 - Miscellaneous**

- 37 Ingress and Egress
- 38 Sale of Strata Lots
- 39 Fees Payable for Records
- 40 Keys
- 41 Parking
- 42 Balcony Enclosures
- 43 Severability
- 44 Hot Water Tanks
- 45 Access to Strata Lots

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# STRATA PLAN .2254- BYLAWS.

## Division I - 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.

### Interest on Late Payment

- 2 (1) The Strata Corporation may charge interest at the rate of ten per cent (10%) per annum, compounded annually, on all late assessments.
- (2) The Strata Corporation may charge interest at the rate of ten per cent (10%) 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.
- (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 or common assets contrary to any of the following Bylaws:
  - (a) in a way that causes a nuisance or hazard to another person;
  - (b) in a way that causes unreasonable noise and in all cases stereos, televisions, musical instruments and similar apparatus are not to be played in such a manner so as not to disturb other residents, it being the intent that noise levels shall be kept to a minimum between the hours of 11:00 p.m. and 7:00 am.;
  - (c) in a way that 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) in a way that 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) in a way that will increase the risk of fire or the rate of fire insurance premiums;
- (g) in any way use the plumbing or electrical systems for any purpose other than those for which they were constructed;
- (h) no Owners, tenants, occupants or invitees shall cause or produce any unacceptable smell or vibration in or about any strata lot or the common property;
- (i) Owners, tenants and occupants and invitees shall not use a waterbed or water filled furniture in any strata lot unless they have appropriate insurance to cover any damage that may occur as a result of leakage;
- (j) 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;
- (k) Owners, tenants, occupants and invitees shall not store or permit to be stored in or about their strata lot or the common property any inflammable, explosive or hazardous materials;
- (l) Owners, tenants and occupants shall use their strata lot as a single family residence only. In addition, Owners, tenants and occupants shall not conduct any business or commercial activity from their strata lot other than that which can be conducted primarily over telephone lines, it being the intent that strata lots are to be used for residential purposes, only notwithstanding that such business or commercial use may be permitted under any municipal Home Occupation Bylaw;
- (m) From January 2015 onward, owners, tenants and occupants of upper floor units shall not replace any existing flooring materials with a material that is different than that which is existing. For example, this means that carpet or linoleum cannot be replaced with a hard surface flooring or ceramic tile. Hard surface floorings that were already in place prior to January 2015 are exempt from this bylaw but remain subject to noise bylaw restrictions as laid out

in Bylaws 4(1)(a, b, and c);

- (n) 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;
- (p) Owners, tenants, occupants and invitees shall not leave personal property, of any kind, in or about the common property areas and in no case shall skateboards, two wheeled scooters 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;
- (q) Owners, tenants, occupants and invitees shall not use barbecues in or about any strata lot other than those powered by gas or electricity. There shall be no barbecuing on the common property without the written consent of the Strata Council. The right to use a barbecue may be revoked by the Strata Council if it receives a series of complaints and after investigation determines that the use is a nuisance to other residents;
- (r) Owners, tenants, occupants and invitees shall not smoke anywhere on the interior common property;
- (s) Owners, tenants and occupants shall not store on any balcony or patio any trunks, freezers, bicycles, goods, chattels or other material of any kind other than patio furniture, flower boxes and planters, barbecues or firewood stored in an approved container;
- (t) Owners, tenants and occupants shall not cover any windows with aluminum foil, paper, plastic or other similar materials, nor shall they paint any exterior door or balcony exteriors or balcony railings any colour not approved by the Strata Council or install door knockers, peep holes or make other modifications to any exterior doors or install any railings, awnings or similar items on any balcony or patio without the written consent of the Strata Council. The purpose of this Bylaw is to ensure some degree of uniformity on the exterior of the buildings;
- (u) no hanging baskets shall be installed within three feet of a balcony railing and nothing shall be placed on the railings unless properly secured;
- (v) Owners, tenants and occupants shall dispose of all garbage in waterproof bags, properly tied and fastened, and shall deposit them in the garbage bin provided by the Strata Corporation. Any items too large to be disposed of in this manner, such as old furniture, must be removed from the common property at the Owner's expense. In no case shall an Owner, tenant or occupant allow their strata lot or the surrounding area to become untidy or shall they accumulate garbage or debris, and failure to remove the same may result in the

Strata Corporation doing so at their expense;

- (w) Owners, tenants and occupants shall not conduct a conversation from or call from any balcony or in any way carry on any such activity in a manner that would disturb other residents;
  - (x) in no case shall a one (1) bedroom strata lot be occupied by more than two (2) persons or a two (2) or three (3) bedroom strata lot be occupied by more than four (4) persons, unless the same is approved by the Strata Council in writing;
  - (y) Owners, tenants and occupants shall not plant trees or shrubs in any common area without the prior written consent of the Strata Council.
  - (z) In any case where there is an insect or rodent infestation in any strata lot, and such has entered the strata lot from the common property of the Strata Corporation, then an Owner shall, with the approval of the Strata Council, hire a pest control service to take all necessary steps to eliminate such infestation and in such cases the costs of doing so shall be divided equally between the Owner and the Strata Corporation. If an Owner fails to obtain the Strata Council's approval then the Owner shall be solely responsible for the cost of all such work.
  - (aa) In addition to any other maintenance obligations as set out in the bylaws, Owners shall be responsible for the annual inspection and cleaning of their gas fireplaces. If an Owner fails to have an annual inspection done then the Strata Corporation may have such work done on reasonable notice and the costs of doing so shall be charged to the Owner. The Owner shall also be responsible for the costs of any other necessary maintenance and repair as determined by the annual inspection.
  - (bb) Each year exterior Christmas decorations, including Christmas lights, must not be displayed prior to December 1<sup>st</sup> and must be removed by January 15<sup>th</sup>.
- (2) 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 admitted to the Strata Corporation.
- 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 domestic house cat or a small dog. With respect to dogs, they must not have a floor to shoulder height of more than 14 inches or weigh more than 22 pounds, fully grown. Only one pet shall be kept per strata lot.

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- (2) Owners of dogs shall not allow them to run loose on the common property and shall immediately clean up any excrement left by their pet. Dogs shall be under control and on a leash at all times.
  - (3) Should the Strata Council receive a complaint about a permitted pet and find that a breach of the Bylaws has occurred, then the Owner of the pet shall be given a written warning. If the Strata Council receives a further complaint and finds, in its sole discretion, that the pet is a nuisance, then the pet must be removed permanently from the Strata Corporation property on fourteen (14) days' written notice from the Strata Council. Examples of a breach of the Bylaws would be excessive noise, odour or damage to the common property, biting or aggressive behaviour towards other residents.

### **Strata Corporation**

- 6 (1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name 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) stairs, balconies or other things attached to the exterior of a building;
  - (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 may require that the Owner provide detailed plans and specifications and may also require certification of a structural engineer if such is appropriate prior to giving or denying their consent. The Strata Corporation must not unreasonably withhold its approval under Subsection (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. 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 a three-quarter (3/4) vote before making any significant alteration to common property, including limited common property, or common assets.
- (2) The Strata Corporation may require, as a condition of its approval, that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.

### **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;
  - (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) and (c) must include the date and approximate time of entry, and the reason for entry.
- (3) In any case where an Owner has not provided for access to his or her strata lot pursuant to Bylaws 9(1) and 9(2), and has not otherwise made a key available to the Strata Council, should entry to a strata lot be required for any reason set out in these Bylaws, the Strata Council may enter the strata lot by any means reasonable under the circumstances, including forced entry, obtaining the services of a locksmith or scheduling the entry. The owner shall be liable for any costs thereby incurred by the strata corporation including additional service fees and for any resulting damage to the strata lot, common property and limited common property.



## 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 a building;
      - (C) stairs, balconies and other things attached to the exterior of a building;
      - (D) doors and windows on the exterior of a building or that front on the common property only if they leak and are causing damage to the building;
      - (E) fences, railings and similar structures that enclose patios, balconies and yards;
  - (d) a strata lot, but the duty to repair and maintain it is restricted to:
    - (i) the structure of a building,
    - (ii) the exterior of a building,
    - (iii) stairs, balconies and other things attached to the exterior of a building,
    - (iv) doors and windows on the exterior of a building or that front on the common property only if they leak and are causing damage to the building, and
    - (v) fences, railings and similar structures that enclose patios, balconies 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.

### Division 3 - Council

**Council Size**

- 11 (1) The Strata Council shall consist of not less than five (5) or more than eight (8) members.

**Council Members' Terms**

- 12 (1) The term of office of a Strata Council member ends at the end of the Annual General Meeting at which the new Strata Council is elected.
- (2) A person whose term as Strata Council member is ending is eligible for re-election.
- (4) The spouse or common-in-law spouse of a registered Owner may also stand for election to Strata Council provided that not more than one resident of any strata lot serves on 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.

**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 Strata Council members.
- (2) After removing a Strata Council member, the Strata Corporation must hold an election at the same Annual or Special General Meeting to replace the Strata Council member for the remainder of the term.

**Replacing Council Member**

- 14 (1) If a Strata Council member resigns or is unwilling or unable to act for a period of two (2) or more months, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term.
- (2) A replacement Strata Council member may be appointed from any person eligible to sit on the Strata Council.
- (3) If all the members of the Strata Council resign or are unwilling or unable to act for a period of two (2) or more months, persons holding at least twenty-five per cent (25%) of the Strata Corporation's votes may hold a Special General Meeting to elect a new Strata Council by complying with the provisions of the Act, the Regulations and the Bylaws respecting the calling and holding of meetings.

**Officers**

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- 15 (1) At the first meeting of the Strata Council held after each Annual General Meeting of the Strata Corporation, the Strata 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 two (2) or more months, the Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.

### Calling Council Meetings

- 16 (1) Any Strata Council member may call a Strata Council meeting by giving the other Strata Council members at least one (1) 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 Strata Council meeting may be held on less than one (1) week's notice if:
  - (a) all Strata Council members consent in advance of the meeting; or
  - (b) the meeting is required to deal with an emergency situation, and all Strata Council members either:
    - (i) consent in advance of the meeting; or
    - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The Strata Council must inform Owners about a Strata Council meeting as soon as possible after the meeting has been called.

### Quorum of Council

- 17 (1) A quorum of the Strata Council is:
  - (a) three (3) where the Strata Council consists of five (5) or six (6) members; and
  - (b) four (4) where the Strata Council consists of seven (7) or eight (8) members.
- (2) Strata Council members must be present in person at the Strata Council

meeting to be counted in establishing a quorum.

### **Council Meetings**

- 18 (1) At the option of the Strata Council, Strata Council meetings may be held by electronic means, including conference telephone calls, so long as all Strata Council members and other participants can communicate with each other.
- (2) If a Strata Council meeting is held by electronic means, including conference telephone, Strata Council members are deemed to be present in person.
- (3) Owners may attend Strata Council meetings as observers only.
- (4) Despite Subsection (3), no observers may attend those portions of Strata 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 Strata Council's opinion, unreasonably interfere with an individual's privacy.

### **Voting at Council Meetings**

- 19 (1) At Strata Council meetings, decisions must be made by a majority of Strata Council members present in person at the meeting.
- (2) If there is a tie vote at a Strata Council meeting, the President may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a Strata Council meeting must be recorded in the Strata Council meeting minutes, along with the names of the Strata Council members moving and seconding any resolutions, and the names of any dissenting or abstaining Strata Council members.

### **Council to Inform Owners of Minutes**

- 20 The Strata Council must inform Owners of the minutes of all Strata Council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved,

### **Delegation of Council's Powers and Duties**

- 21 (1) Subject to Subsections (2) to (4), the Strata Council may by resolution delegate some or all of its powers and duties to one (1) or more Strata Council members or persons who are not members of the Strata Council,

and may revoke the delegation.

- (2) The Strata Council may delegate its spending powers or duties, but only by a resolution that:
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
  - (b) delegates the general authority to make expenditures in accordance with Subsection (3).
- (3) A delegation of a general authority to make expenditures must:
  - (a) set a maximum amount that may be spent; and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The Strata 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 in excess of two thousand dollars (\$2,000.00) unless the same is approved by a three-quarter (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 three-quarter (3/4) vote unless the annual amount of such expenditures is less than five thousand dollars (\$5,000.00) 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 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.

### **Depreciation Report**

- 23 (1) The Strata Council may prepare a "depreciation report" based on the guidelines set out in the Strata Property Regulations and may use the report to recommend the amount to be contributed annually to the Contingency Reserve Fund each year in the annual budget. Notwithstanding such recommendations, the actual amount to be contributed in each year shall be determined by the Owners in General Meeting and may be less than that recommended by the report. The report, if used, should be updated and reviewed every two (2) years.

**Fiscal Year of Strata Corporation**

- 24 The fiscal year of the Strata Corporation shall be January 1st to the following December 31st unless this Bylaw is amended.

**User Fees**

- 25 The Strata Council may charge the following user fees:
- (a) monthly fee for parking - ten dollars (\$10.00) per month
  - (b) nightly fee for common building - twenty five dollars (\$25.00) per night

**Limitation on Liability of Council Member**

- 26 (1) A Strata 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 Strata Council.
- (2) Subsection (1) does not affect a Strata Council member's liability, as an Owner, for a judgment against the Strata Corporation.
- (3) Provided the Strata Council member has acted honestly and in good faith and within the limits of his or her authority, the Strata Corporation shall indemnify the Strata 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**

- 27 The Strata Corporation may fine an Owner or tenant a maximum of:
- (a) up to two hundred dollars (\$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 five hundred dollars (\$500.00)); and
  - (b) up to fifty dollars (\$50.00), in the discretion of the Strata Council, for each contravention of a Rule.

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- (c) In addition to the above fines, the Strata Council may levy a fine of up to five hundred dollars (\$500.00) for a breach of the Rental Restriction Bylaw.

### **Continuing Contravention**

- 28 If an activity or lack of activity that constitutes a contravention of a Bylaw or Rule continues, without interruption, for longer than seven (7) days, a fine may be imposed every seven (7) days.

### **Owner Liable for Legal Costs**

- 29 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**

- 30 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 three-quarter (3/4) vote.

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

### **Person to Chair Meeting**

- 31 (1) Annual and Special General Meetings must be chaired by the President of the Strata Council.
- (2) If the President of the Strata Council is unwilling or unable to act, the meeting must be chaired by the Vice-President of the Strata Council.
- (3) If neither the President nor the Vice-President of the Strata 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.

### **Voting**

- 32 (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.

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- (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 Strata 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, where 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.
  - (8) The outcome of all elections to the Strata Council shall be announced by the Chair including the number of votes cast for each candidate.

### **Order of Business**

33 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 Strata 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 Strata Council, if the meeting is an Annual General Meeting;
- (m) terminate the meeting.



## Division 6 - Age Restriction Age restriction

- 34 Save as specifically provided by Statute, no person under the age of nineteen (19) years shall reside in any strata lot for a period in excess of thirty (30) days in any calendar year.

## Division 7 - Rental Restriction Bylaw

### Rental Restriction Bylaw

- 35 (1) Pursuant to Section 141 (2) of the *Strata Property Act, SBC 1998, Chapter 43* no Owner shall lease or rent their strata lots.
- (2) The Strata Corporation may levy a fine not in excess of five hundred dollars (\$500.00) for a breach of this Bylaw and all of the other terms and conditions of the Bylaws concerning the frequency with which a fine may be levied shall also apply hereto.

## Division 8 - Insurance

### Insurance

- 36 (1) The Strata Corporation must maintain errors and omissions "Officers & Directors" liability insurance in an amount of not less than two million dollars (\$2,000,000.00).
- (2) Owners 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 shall also be solely responsible for any deductible on their own insurance policy.

## Division 9 Miscellaneous

### Ingress & Egress

- 37 (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 Strata Council having the motor vehicle towed at the Owner's expense.

## Sale of Strata Lots

- 38 (1) Owners shall notify the Strata Council prior to listing their strata lot for sale and shall provide it with the name, address and telephone numbers of the Realtor.
- (2) No more than one (1) "FOR SALE" sign shall be placed by an Owner on the sign board used for such purposes on the common property.
- (3) Any open houses shall be held only between the hours of 10:00 a.m. and 5:00 p.m.
- (4) Prospective purchasers must be escorted at all times while in the common recreation building and, in no case, shall the entrance doors to the building be left open or unsecured.
- (5) Visitors may park only in the designated visitors' parking area.

## Fees Payable for Records

- 39 The Strata Corporation may charge a fee of twenty-five cents (\$.25) per page for copies of documents or records that are requested by an Owner. In addition, they may charge the sum of fifteen dollars (\$15.00) for a Certificate of Payment, Form F, and thirty-five dollars (\$35.00) 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

- 40 (1) Owners, tenants and occupant shall not duplicate keys to the common building or allow such keys to be duplicated.
- (2) Owners are encouraged to provide duplicate keys to their strata lot to the property manager or Strata Council to allow them access to the strata lot in case of emergency. Owners failing to do so are solely responsible for the costs of repairs resulting from forced entry in an emergency.

## Parking

- 41 (1) Owners, tenants and occupants shall park only in those spaces specifically assigned to them.
- (2) Owners, tenants and occupants shall not utilize the visitor or handicapped parking spaces.
- (3) Owners, tenants and occupants shall not park unlicensed motor vehicles in parking spaces unless the vehicle is in good repair, has storage insurance, and is approved by the Strata Council.
- (4) No derelict motor vehicles shall be parked anywhere on the common property. For the purposes hereof, a derelict vehicle shall be defined as being not presently roadworthy or is, in the opinion of the majority of the

Strata Council, unsightly.

- (5) Owners, tenants and occupants shall not undertake any repairs, oil changes or other maintenance operations on common property or limited common property.
- (6) Owners, tenants and occupants shall not store any material in any outdoor parking space without the written permission of the Strata Council.
- (7) An Owner shall not rent or lease his/her parking space to anyone other than another resident of the Strata Corporation. Owners should note that a reserved parking space is not "sold" with the strata lot. New Owners in need of extra parking are to contact the Parking Committee of the Strata Council to have their name placed on the waiting list. Owners should ensure that their Realtor is aware of the terms of this Bylaw.
- (8) No motor homes, trailers, trucks (except pickups), any truck with campers or boats shall be parked on the common property, except service or commercial vehicles requiring accesses for loading and unloading.
- (9) Notwithstanding the provisions contained in paragraph 8 above, an Owner may park a recreational vehicle on common property provided that it does not impede access to any other strata lot for a period of not more than twenty-four (24) hours for the purposes of loading and unloading.
- (10) Violations of this Bylaw shall be dealt with in the following manner:
  - (a) First Offence - Owner of the vehicle is given a written warning by placing it on their windshield;
  - (b) Second Offence - Owner is given written notice that next offence will result in a tow-away;
  - (c) Tow-away of vehicle by towing company, at Owner's expense.

### **Balcony Enclosures**

- 42 Any Owner wishing to install a balcony enclosure may do so subject to the written approval of the Strata Council and the following conditions:
- (1) All requests to enclose a balcony must be made in writing to the Strata Council care of the property manager. All requests must be submitted with detailed plans and specifications, as well as a report from a professional engineer or certified contractor acceptable to the Strata Council attesting to the ability of the structure to withstand the weight of the enclosure. All costs to be borne by the Owner submitting the request. No Owners shall commence work until approved by the Strata Council in writing and a building permit is issued by the Municipality of Esquimalt.

The enclosure must meet all requirements of any National, Provincial and Municipal Building Codes for safety and as to water leakage.

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- (2) Any enclosure approved under (1) above must conform to the design to the first balcony enclosure that was approved by the Strata Corporation. Subsequent enclosures shall be identical to the others with respect to the colour and design of the frame and window panel size, subject to their location in the complex and always subject to the approval of the Strata Council. All balcony enclosures must be white in colour and shall be thermopane, or similar quality glass with acrylic ceilings which may be tinted. The Strata Council must approve the colour of the glass tint.
  - (3) The exterior of all balcony enclosures must be professionally cleaned twice a year at the Owner's expense. The Owner is also responsible for insuring the balcony enclosure and the glass and must promptly repair any broken windows or frames that may occur to the balcony structure.
  - (4) Any window coverings used in balcony enclosures must be beige or white in colour.
  - (5) Nothing may be installed on the interior walls of the enclosed balcony that would alter the exterior appearance of the presently painted siding.
  - (6) The costs of repair of any damage or deterioration to any common property, limited common property or any strata lot, caused by the balcony enclosure shall be the sole responsibility of the Owner and any subsequent Owner.
  - (7) It is understood when considering a balcony enclosure that the Owner recognizes that the balcony below or above was not meant to be watertight. Some water may leak through the balcony deck above, particularly during periods of heavy rain and wind or during watering of plants or due to the sealing of the balcony enclosure to the walls of the buildings. Owners are responsible for any water leaks and damage that the water might cause to their strata lot or to the interior of adjacent strata lots or to the common property.

The purpose of this Bylaw is to maintain a consistent general appearance in the development. It is understood that the use of the balcony enclosures is related to the weather allowing for greater use and is not intended to create additional habitable living area in the strata lot.

### **Severability**

- 43 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.

### **Hot Water Tanks**

- 44 Due to the fact that hot water tanks have a limited life span and failure of a tank can cause significant damage to the strata lots and/or common property, Owners shall ensure that their in-suite hot water tank is replaced with a new tank on or before ten (10) years from the date of installation. Proof of installation date required to be marked on tank by installer or actual dated invoice or proof of payment of same. Each Owner shall be responsible for and shall pay the costs of installation of their new tank. Should any Owner fail to replace their hot water tank in accordance with this Bylaw they shall be deemed to be negligent and thereafter shall indemnify and save harmless the Strata Corporation from any and all insurance deductibles payable by the Strata Corporation in relation to a failed hot water tank.

### **Access to Strata Lots**

- 45 Owners, tenants and occupants shall ensure that the Strata Corporation or its maintenance contractors shall have access to their strata lot at appointed times for the purpose of all necessary inspections, repairs, and/or maintenance of common systems, utilities, fireplaces and chimneys. Should access be denied at the appointed time, the Strata Corporation, through its Council, may levy a fine of not more than seventy-five dollars (\$75.00) for each such occurrence and such fine shall be payable with the next month's assessment.

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