

CHAPMAN POINT BYLAWS

STRATA PLAN No. 3764

LAST UPDATE: JUNE 29, 2017

(Please note that these bylaws have been consolidated for convenience only. The official bylaws of the Strata Corporation are those approved by the owners in accordance with the Act and filed in the Land Title Office from time to time.)

PLEASE ENSURE THIS COPY REMAINS IN THE UNIT AT ALL TIMES.

STRATA PLAN VIS 3764

CHAPMAN POINT

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 member
- 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 Fiscal year of strata corporation
- 24 Limitation on liability of council member

Division 4 - Enforcement of Bylaws and Rules

- 25 Maximum fine
- 26 Continuing contravention
- 27 Owner's indemnity for legal costs
- 28 Small claims actions

Supplied to StrataDocs on 2018/06/04
Ordered by Ron Neal on 2018/10/12

Division 5 - Annual and Special General Meetings

- 29 Person to chair meeting
- 30 Voting
- 31 Order of business

Division 6 - Rental Restriction

- 32 Rental restriction bylaw

Division 7 - Insurance

- 33 Insurance

Division 8 - Depreciation Report

- 34 Depreciation report

Division 9 - Miscellaneous

- 35 Ingress, egress & parking
- 36 Sale of strata lots & move in/out fees
- 37 Fees payable for records
- 38 Severability

Supplied to StrataDocs on 2018/06/04
Ordered by Ron Neal on 2018/10/12

STRATA PLAN VIS 3764 - BYLAWS

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.

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 all late assessments.
- (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.
- (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 including approval from any warranty provider 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 sounds normally emitted by radios, televisions and stereos must be reduced to a very low level between the hours of 10:00 p.m. and 7:00 a.m.

- (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.
- (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) Owners, tenants and occupants shall not store anything other than chairs, small tables, lounges, planters and a barbecue on their patio or balcony.
- (g) Owners, tenants and occupants may place Christmas decorations on their patio or balcony during the period December 1st through January 31st only. Decorations are not be screwed or nailed to the exterior of the building under any circumstances.
- (h) Owners, tenants and occupants shall use artificial Christmas trees only in their strata lots.
- (i) Owners, tenants and occupants shall not use a waterbed in any strata lot unless the same is approved in writing by the council and appropriate insurance is placed against water damage.
- (j) Owners, tenants and occupants shall not shake any mops, rags or rugs from any balcony or patio and no dirt, dust, rubbish or litter of any kind shall be swept from or thrown from any balcony, window or door.
- (k) Owners, tenants and occupants shall not feed wild birds from their strata lot or the common property.
- (l) Owners, tenants and occupants shall not store in or about their strata lot or the common property any inflammable, explosive or hazardous materials other than ONE (1) certified propane cylinder of not more than 20lbs in size.
- (m) Owners, tenants and occupants shall use their strata lot as a single family residence only. No more than ONE (1) Boarder is permitted. In addition, owners, tenants and occupants shall not conduct any business or commercial activity from their strata lot which results in the sale of goods/or services and members of the public attending at their residence.
- (n) owners, tenants or occupants shall not remove interior sun drapes unless they are replaced with drapes or blinds the design and colour of which have been approved by the council.
- (o) 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 provided that, if it is not permanently installed an 18 inch receiving dish may be placed on a stand on the owner's balcony or patio and the lead run through the sliding glass door provided that nothing is done that would affect the buildings remediation warranties. In addition, owners, tenants and occupants shall not display any sign, banner, poster or other material save and except as permitted under Federal or Provincial Election laws.

- (p) Owners, tenants, and occupants 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.
 - (q) Owners, tenants, occupants and invitees shall not leave personal property, of any, in or about the common property areas without the consent of the strata council and in no case shall skateboards, scooters, roller blades or similar devices be used or operated on the common property.
 - (r) Owners, tenants and occupants shall give the council 24 hours notice prior to moving any large pieces of furniture in order that the elevator may be protected with padding and all such pieces must be moved in the elevator.
 - (s) Owners, tenants, occupants and invitees shall not leave doormats or such other items in or about the common property. (Added June 15, 2010 FB359861)
- (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.

Pets

- 5
- (1) Owners, tenants and occupants shall not keep pets of any kind in or about a strata lot or the common property except:
 - (a) a reasonable number of aquarium fish;
 - (b) TWO (2) small caged birds such as budgies or canaries or
 - (c) not more than TWO (2) indoor domestic house cats or ONE (1) dog, provided that dogs shall not exceed TEN (10KG)kilograms in weight fully grown.
 - (2) Owners, tenants and occupants with dogs shall ensure that they are on a leash at all times while on the common property and shall immediately clean up any excrement left by their pet. (Amended June 15, 2009 FB286428)
 - (3) Should any permitted pet be considered a nuisance, in the sole opinion of the strata council, then such pet shall be removed permanently from the strata corporation on FOURTEEN (14) DAYS written notice.

- (4) The above restrictions shall not apply to seeing eye or personal assistance dog for use by a handicapped resident.

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. Provided always, that approval may be withheld if a proposed alteration would affect in any way the building's various remediation warranties.

Obtain approval before altering common property

- 8** (1) An owner and the strata council must obtain approval of the strata corporation by $\frac{3}{4}$ vote before making any 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, 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) and (c) must include the date and approximate time of entry, and the reason for entry.

Division 2 - Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 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 THREE (3) or more than SEVEN (7) members.

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) The spouse or common-in-law spouse of a registered owner may also stand for election to the strata council provided that no more than one resident of a strata lot sits on the council at any one time.

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 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) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 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 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.
- (4) The council must inform owners about a council meeting as soon as possible after the meeting has been called.

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, 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, along with the names of the council members moving and seconding any resolutions, and the names of any dissenting or abstaining council members.

Council to inform owners of minutes

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

Delegation of council's powers and duties

- 21**
- (1) Subject to subsections (2) to (4), the council may by resolution delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
 - (2) The council may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
 - (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
 - (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.
 - (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 make any expenditure for personal property or dispose of personal property that is not provided for in the budget or approved by a 3/4 vote unless the value of such personal property was less than TWO THOUSAND (\$2,000.00) DOLLARS.
- (3) Pursuant to Section 98 of the Strata Property Act SES 1998, Chapter 43, the strata council may not make any expenditure that is not provided for in the budget or approved by a 3/4 vote unless the annual amount of such expenditures is less than FIVE THOUSAND (\$5,000.00) DOLLARS.
- (4) Notwithstanding subsections (!), (2) and (3) 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.

Fiscal Year of Strata Corporation

- 23 The fiscal year of the strata corporation shall be May 1st to the following April 30th unless this bylaw is amended.

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 judgment 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 if the matter is resolved in favour of the strata corporation.

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.

Voting

- 30** (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- (6) 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, 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

31 The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve 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 - Rental Restriction

Rental Restriction Bylaw

- 32** (1) Pursuant to Section 141 (2) of the *Strata Property Act, SBC 1998, Chapter 43*, the number of residential strata lots that may be leased or rented shall be limited to FIVE (5) strata lots at any one time.
- (2) The rental restriction herein shall be enforced and administered by the Strata Council. The Council President will maintain a waiting list. (Amended June 15, 2009 FB286428)
- (3) Any owner wishing to lease or rent their strata lot shall apply to the Strata President in writing for permission to do so. On receipt of an application to lease or rent, the Strata Council shall advise the owner whether there are any rental vacancies. An owner receiving permission to lease or rent shall do so within SIXTY (60) DAYS of the date of the letter of permission, an owner failing to do so must reapply. Permission to lease or rent shall expire at the end of the tenancy. (Amended June 15, 2009 FB286428)
- (4) An owner having received permission to lease or rent in the past shall not be guaranteed the right to lease or rent in the future based on the fact that they have received permission to lease or rent in the past.
- (5) Without limiting the generality of bylaw 32, a strata lot must not be used for short term accommodation purposes, such as a bed and breakfast, lodging house, hotel, home exchange, time share or vacation rental (which for certainty includes AirBnB, VRBO and any other similar arrangements).” Without limiting the generality of the foregoing, an owner, tenant, or occupant must not enter into any agreement for the use of all or part of a strata lot. (Added June 29, 2017 CA6109831)

Division 7 - Insurance

Insurance

- 33** (1) The strata corporation must maintain errors and omissions - "Officers & Directors"

liability insurance in an amount of not less than \$1,000,000.00.

- (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.

33A *(Added June 15, 2009 FB286428)*

- (1) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) An owner shall reimburse the Strata Corporation for the expense of any maintenance, repair or replacement and any loss or damage to that owner's strata lot, common property, limited common property or the contents of same if:
 - (a) that owner is responsible for the loss or damage; or
 - (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
 - (i) that owner; or,
 - (ii) any member of the owner's family; or,
 - (iii) the owner's pet(s); or,
 - (iv) the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets (the "Responsible Owner"), but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible.
- (3) For greater certainty, an owner shall be deemed to be a Responsible Owner 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, repair costs and other related costs or expenses not covered by proceeds from insurance.
- (4) Without restricting the generality of the foregoing, a Responsible 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 of any appliance, equipment

or fixture located in the owner's strata lot including, but not limited to the following:

- (i) dishwasher;
 - (ii) refrigerator;
 - (iii) garburator;
 - (iv) hot water tank;
 - (v) washing machine;
 - (vi) toilet, sink, bathtub and/or shower;
 - (vii) air conditioner;
 - (viii) fish tank;
 - (ix) plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner;
 - (x) fireplace;
 - (xi) barbeques;
 - (xii) water beds; or,
 - (xiii) 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 the limited common property that a Responsible Owner is required to repair and maintain, including, but not limited to, damage from a blocked drain on that owner's balcony or patio.
- (5) A Responsible Owner under this bylaw 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 Responsible Owner.

- (6) 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 Responsible 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.
- (7) An owner must 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 right to the claim; and,
 - (c) any betterments or changes to the buildings or fixtures built by the developer.
- (8) Upon request, the Owner shall provide the Strata Council with confirmation that an owner's policy with coverage outlined is in place.

Division 8 - Depreciation Report

Depreciation report

- 34** The strata council may prepare a Depreciation Report in accordance with the terms and conditions of the Strata Property Act, SBC 1998, Chapter 43 and the regulations thereunder in force and effect from time to time or any other statute that shall subsequently replace the same. The report shall be reviewed annually and shall be used to assist in recommending the level of contributions to the Contingency Reserve Fund. Notwithstanding the council's recommendations, the actual amount to be contributed annually to the Contingency Reserve Fund shall in each year be determined by vote of the owners in general meeting.

Division 9 - Miscellaneous

Ingress, Egress & Parking

- 35**
- (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) ONE (1) parking stall shall be allocated for the exclusive use of each strata lot. All motor vehicles shall park in designated parking stalls only.
 - (3) Additional parking stalls are available to rent from the strata council on a first come first served basis at a monthly rental of \$25.00 per month. Owners, tenants and occupants shall not undertake any type of repair work on any motor vehicle on the common property. Only licensed motor vehicles shall be parked in the parking area and in no case shall recreational vehicles or boats, except for the existing personal water craft, be stored in this area.

- (4) Owners, tenants and occupants shall not wash their motor vehicles in parking stalls but may do so outside provided that they do not disrupt traffic or allow any harmful substance to enter any storm drain
- (5) Motor vehicles shall not be operated in excess of TEN (10) kilometres per hour while on the common property. Other than necessary service vehicles, no heavy trucks (over 5,000 GVW) shall be used on the common property except for moving vans.
- (6) Owners, tenants and occupants shall not leave or store any personal property of any kind, including without restricting the generality of the foregoing, any furniture, lumber, crates, cardboard or similar materials in any parking stall or on the common property. 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.
- (7) Upon the sale of a strata lot the right to use of an allotted parking stall shall end and the strata council shall allot a new parking stall to the purchaser.

Sale of Strata Lots & Move in/out fees

- 36**
- (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 common property the size and location of the size to be approved by the strata council.
 - (3) Any open houses shall be held only between the hours of 9:00 a.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) A move-in fee of ONE HUNDRED (\$100.00) DOLLARS shall be paid by the owner of each strata lot when they or their tenants or occupants move into the strata corporation buildings.

Fees Payable for Records

- 37**
- 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.

Severability

- 38 (1) 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

Supplied to StrataDocs on 2018/06/04
Ordered by Ron Neal on 2018/10/12

CHAPMAN POINT BYLAWS

STRATA PLAN No. 3764

Last Update: July 14, 2010

PLEASE ENSURE THIS COPY REMAINS IN THE UNIT AT ALL TIMES.

Supplied to StrataDocs on 2018/06/28
Ordered by Ron Neal on 2018/10/12

STRATA PLAN VIS 3764

CHAPMAN POINT

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 member
- 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 Fiscal year of strata corporation
- 24 Limitation on liability of council member

Division 4 - Enforcement of Bylaws and Rules

- 25 Maximum fine
- 26 Continuing contravention
- 27 Owner's indemnity for legal costs
- 28 Small claims actions

Supplied to StrataDocs on 2016/06/28
Ordered by Ron Neal on 2018/10/12

Division 5 - Annual and Special General Meetings

- 29 Person to chair meeting
- 30 Voting
- 31 Order of business

Division 6 - Rental Restriction

- 32 Rental restriction bylaw

Division 7 - Insurance

- 33 Insurance

Division 8 - Depreciation Report

- 34 Depreciation report

Division 9 - Miscellaneous

- 35 Ingress, egress & parking
- 36 Sale of strata lots & move in/out fees
- 37 Fees payable for records
- 38 Severability

Supplied to StrataDocs on 2016/06/28
Ordered by Ron Neal on 2018/10/12

STRATA PLAN VIS 3764 - BYLAWS

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.

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 all late assessments.
- (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.
- (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 including approval from any warranty provider 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 sounds normally emitted by radios, televisions and stereos must be reduced to a very low level between the hours of 10:00 p.m. and 7:00 a.m.

- (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.
- (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) Owners, tenants and occupants shall not store anything other than chairs, small tables, lounges, planters and a barbecue on their patio or balcony.
- (g) Owners, tenants and occupants may place Christmas decorations on their patio or balcony during the period December 1st through January 31st only. Decorations are not be screwed or nailed to the exterior of the building under any circumstances.
- (h) Owners, tenants and occupants shall use artificial Christmas trees only in their strata lots.
- (i) Owners, tenants and occupants shall not use a waterbed in any strata lot unless the same is approved in writing by the council and appropriate insurance is placed against water damage.
- (j) Owners, tenants and occupants shall not shake any mops, rags or rugs from any balcony or patio and no dirt, dust, rubbish or litter of any kind shall be swept from or thrown from any balcony, window or door.
- (k) Owners, tenants and occupants shall not feed wild birds from their strata lot or the common property.
- (l) Owners, tenants and occupants shall not store in or about their strata lot or the common property any inflammable, explosive or hazardous materials other than ONE (1) certified propane cylinder of not more than 20lbs in size.
- (m) Owners, tenants and occupants shall use their strata lot as a single family residence only. No more than ONE (1) Boarder is permitted. In addition, owners, tenants and occupants shall not conduct any business or commercial activity from their strata lot which results in the sale of goods/or services and members of the public attending at their residence.
- (n) owners, tenants or occupants shall not remove interior sun drapes unless they are replaced with drapes or blinds the design and colour of which have been approved by the council.
- (o) 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 provided that, if it is not permanently installed an 18 inch receiving dish may be placed on a stand on the owner's balcony or patio and the lead run through the sliding glass door provided that nothing is done that would affect the buildings remediation warranties. In addition, owners, tenants and occupants shall not display any sign, banner, poster or other material save and except as permitted under Federal or Provincial Election laws.

- (p) Owners, tenants, and occupants 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.
 - (q) Owners, tenants, occupants and invitees shall not leave personal property, of any, in or about the common property areas without the consent of the strata council and in no case shall skateboards, scooters, roller blades or similar devices be used or operated on the common property.
 - (r) Owners, tenants and occupants shall give the council 24 hours notice prior to moving any large pieces of furniture in order that the elevator may be protected with padding and all such pieces must be moved in the elevator.
 - (s) Owners, tenants, occupants and invitees shall not leave doormats or such other items in or about the common property. (Added June 15, 2010 FB359861)
- (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.

Pets

- 5
- (1) Owners, tenants and occupants shall not keep pets of any kind in or about a strata lot or the common property except:
 - (a) a reasonable number of aquarium fish;
 - (b) TWO (2) small caged birds such as budgies or canaries or
 - (c) not more than TWO (2) indoor domestic house cats or ONE (1) dog, provided that dogs shall not exceed TEN (10KG)kilograms in weight fully grown.
 - (2) Owners, tenants and occupants with dogs shall ensure that they are on a leash at all times while on the common property and shall immediately clean up any excrement left by their pet. (Amended June 15, 2009 FB286428)
 - (3) Should any permitted pet be considered a nuisance, in the sole opinion of the strata council, then such pet shall be removed permanently from the strata corporation on FOURTEEN (14) DAYS written notice.

- (4) The above restrictions shall not apply to seeing eye or personal assistance dog for use by a handicapped resident.

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. Provided always, that approval may be withheld if a proposed alteration would affect in any way the building's various remediation warranties.

Obtain approval before altering common property

- 8** (1) An owner and the strata council must obtain approval of the strata corporation by $\frac{3}{4}$ vote before making any 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, 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) and (c) must include the date and approximate time of entry, and the reason for entry.

Division 2 - Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 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 THREE (3) or more than SEVEN (7) members.

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) The spouse or common-in-law spouse of a registered owner may also stand for election to the strata council provided that no more than one resident of a strata lot sits on the council at any one time.

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 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) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 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 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.
- (4) The council must inform owners about a council meeting as soon as possible after the meeting has been called.

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, 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, along with the names of the council members moving and seconding any resolutions, and the names of any dissenting or abstaining council members.

Council to inform owners of minutes

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

Delegation of council's powers and duties

- 21**
- (1) Subject to subsections (2) to (4), the council may by resolution delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
 - (2) The council may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
 - (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
 - (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.
 - (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 make any expenditure for personal property or dispose of personal property that is not provided for in the budget or approved by a 3/4 vote unless the value of such personal property was less than TWO THOUSAND (\$2,000.00) DOLLARS.
- (3) Pursuant to Section 98 of the Strata Property Act SES 1998, Chapter 43, the strata council may not make any expenditure that is not provided for in the budget or approved by a 3/4 vote unless the annual amount of such expenditures is less than FIVE THOUSAND (\$5,000.00) DOLLARS.
- (4) Notwithstanding subsections (!), (2) and (3) 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.

Fiscal Year of Strata Corporation

- 23 The fiscal year of the strata corporation shall be May 1st to the following April 30th unless this bylaw is amended.

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 judgment 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 if the matter is resolved in favour of the strata corporation.

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.

Voting

- 30** (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

- This document was obtained from the StrataDocs System. Its use is subject to agreed upon terms and disclaimers.
- (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, 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

31 The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve 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 - Rental Restriction

Rental Restriction Bylaw

- 32** (1) Pursuant to Section 141 (2) of the *Strata Property Act, SBC 1998, Chapter 43*, the number of residential strata lots that may be leased or rented shall be limited to FIVE (5) strata lots at any one time.
- (2) The rental restriction herein shall be enforced and administered by the Strata Council. The Council President will maintain a waiting list. (Amended June 15, 2009 FB286428)
- (3) Any owner wishing to lease or rent their strata lot shall apply to the Strata President in writing for permission to do so. On receipt of an application to lease or rent, the Strata Council shall advise the owner whether there are any rental vacancies. An owner receiving permission to lease or rent shall do so within SIXTY (60) DAYS of the date of the letter of permission, an owner failing to do so must reapply. Permission to lease or rent shall expire at the end of the tenancy. (Amended June 15, 2009 FB286428)
- (4) An owner having received permission to lease or rent in the past shall not be guaranteed the right to lease or rent in the future based on the fact that they have received permission to lease or rent in the past.

Division 7 - Insurance

Insurance

- 33** (1) The strata corporation must maintain errors and omissions - "Officers & Directors" liability insurance in an amount of not less than \$1,000,000.00.
- (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.

33A (Added June 15, 2009 FB286428)

- (1) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) An owner shall reimburse the Strata Corporation for the expense of any maintenance, repair or replacement and any loss or damage to that owner's strata lot, common property, limited common property or the contents of same if:
 - (a) that owner is responsible for the loss or damage; or
 - (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
 - (i) that owner; or,
 - (ii) any member of the owner's family; or,
 - (iii) the owner's pet(s); or,
 - (iv) the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets (the "Responsible Owner"), but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible.
- (3) For greater certainty, an owner shall be deemed to be a Responsible Owner 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, repair costs and other related costs or expenses not covered by proceeds from insurance.
- (4) Without restricting the generality of the foregoing, a Responsible 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 of any appliance, equipment or fixture located in the owner's strata lot including, but not limited to the following:
 - (i) dishwasher;
 - (ii) refrigerator;

- (iii) garburator;
 - (iv) hot water tank;
 - (v) washing machine;
 - (vi) toilet, sink, bathtub and/or shower;
 - (vii) air conditioner;
 - (viii) fish tank;
 - (ix) plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner;
 - (x) fireplace;
 - (xi) barbeques;
 - (xii) water beds; or,
 - (xiii) 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 the limited common property that a Responsible Owner is required to repair and maintain, including, but not limited to, damage from a blocked drain on that owner's balcony or patio.
- (5) A Responsible Owner under this bylaw 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 Responsible Owner.
- (6) 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 Responsible 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.

- (7) An owner must 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 right to the claim; and,
 - (c) any betterments or changes to the buildings or fixtures built by the developer.
- (8) Upon request, the Owner shall provide the Strata Council with confirmation that an owner's policy with coverage outlined is in place.

Division 8 - Depreciation Report

Depreciation report

- 34** The strata council may prepare a Depreciation Report in accordance with the terms and conditions of the Strata Property Act, SBC 1998, Chapter 43 and the regulations thereunder in force and effect from time to time or any other statute that shall subsequently replace the same. The report shall be reviewed annually and shall be used to assist in recommending the level of contributions to the Contingency Reserve Fund. Notwithstanding the council's recommendations, the actual amount to be contributed annually to the Contingency Reserve Fund shall in each year be determined by vote of the owners in general meeting.

Division 9 - Miscellaneous

Ingress, Egress & Parking

- 35**
- (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) ONE (1) parking stall shall be allocated for the exclusive use of each strata lot. All motor vehicles shall park in designated parking stalls only.
 - (3) Additional parking stalls are available to rent from the strata council on a first come first served basis at a monthly rental of \$25.00 per month. Owners, tenants and occupants shall not undertake any type of repair work on any motor vehicle on the common property. Only licensed motor vehicles shall be parked in the parking area and in no case shall recreational vehicles or boats, except for the existing personal water craft, be stored in this area.
 - (4) Owners, tenants and occupants shall not wash their motor vehicles in parking stalls but may do so outside provided that they do not disrupt traffic or allow any harmful substance to enter any storm drain

- (5) Motor vehicles shall not be operated in excess of TEN (10) kilometres per hour while on the common property. Other than necessary service vehicles, no heavy trucks (over 5,000 GVW) shall be used on the common property except for moving vans.
- (6) Owners, tenants and occupants shall not leave or store any personal property of any kind, including without restricting the generality of the foregoing, any furniture, lumber, crates, cardboard or similar materials in any parking stall or on the common property. 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.
- (7) Upon the sale of a strata lot the right to use of an allotted parking stall shall end and the strata council shall allot a new parking stall to the purchaser.

Sale of Strata Lots & Move in/out fees

- 36**
- (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 common property the size and location of the size to be approved by the strata council.
 - (3) Any open houses shall be held only between the hours of 9:00 a.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) A move-in fee of ONE HUNDRED (\$100.00) DOLLARS shall be paid by the owner of each strata lot when they or their tenants or occupants move into the strata corporation buildings.

Fees Payable for Records

- 37**
- 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.

Severability

- 38**
- (1) 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

Supplied to StrataDocs on 2016/06/28
Ordered by Ron Neal on 2018/10/12