

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

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

Deduct LTSA Fees? Yes

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

LTO Document Reference:

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

Supplied  
Ordered

**Strata Property Act**  
**FORM I**  
**AMENDMENTS TO BYLAWS**  
**(Section 128)**

The Owners, Strata Plan 845 certify that the following or attached amendments to the bylaws of the strata corporation were approved by resolutions passed in accordance with section 128 of the *Strata Property Act* at an annual general meeting held on February 22, 2017.

**BE IT RESOLVED, as a THREE QUARTER (3/4) Vote of the Owners, Strata Plan 845, that new Bylaw 14(3) be added to the bylaws as follows: (change noted in bold):**

***Calling council meetings***

- 14. (1) Any council member may call a council meeting by giving the other council members at least one week's written notice of the meeting, specifying the reason for calling the meeting.**
- (2) 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.**
- (3) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.**

**BE IT RESOLVED, as a THREE QUARTER (3/4) Vote of the Owners, Strata Plan 845, that new Bylaw 17.1 be added to the bylaws as follows, and existing bylaw 17 renumbered as 17.2:**

**Council meetings**

**17.1**

- (1) Strata council affirms the principle that physical meetings are the best way to conduct council business. Council agrees that, in special circumstances (like necessary absence), one or more council members can attend the meeting through an electronic connection. Electronic attendance will need, in each case, to be approved by a majority of council. It is understood that electronic attendance should be for no more than a quarter of council meetings, unless a very special case arises, in which circumstance council will address that case.**
- (2) If the conditions established by (1) above are established, council members attending by electronic means can be 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.*

**BE IT RESOLVED**, as a **THREE QUARTER (3/4)** Vote of the Owners, Strata Plan 845, that current Bylaw 34 be renumbered as 34.1 and the following proposed bylaw 34.2 added:

**34.2 (1) Smoking of marijuana is prohibited:**

- a) in a strata lot*
  - b) on a limited common property balcony, deck, patio or roof top area designated for the exclusive use of a strata lot*
  - c) within the boundaries prohibited by a municipal or a provincial enactment governing smoking next to an exterior door window or air intake, and*
  - d) on the interior common property or limited common property, including but not limited to, hallways, stairs, elevators, lobbies, parking garages, storage areas, recreation areas, offices, mechanical, electrical, communication and filter rooms*
- 2) Subject to the Human Rights Code, all persons, including but not limited to owners, tenants, occupants, employees, invitees, patrons and visitors must comply with this bylaw.*
  - 3) The strata council may upon written application from an owner, tenant or occupant provide reasonable accommodation if it is satisfied based on credible evidence that the refusal to allow smoking of marijuana would result in discrimination prohibited by the Human Rights Code.*
  - 4) In making the accommodation under this provision, the strata council will only do so in writing and may attach conditions to the grant of accommodation including the time frame or date, the duration of the permission and the location where smoking of marijuana will be permitted.*
  - 5) A person who smokes marijuana and who has been granted reasonable accommodation must not cause a fire hazard, nuisance or allow smoke or smoking debris to unreasonably interfere with the use and enjoyment by others of the common property, limited common property or any strata lot by another owner, tenant or occupant.*

A revised set of bylaws, incorporating these amendments, is attached.



Signature of Council Member



Signature of Second Council Member

Date: March 8, 2017

# STRATA PLAN 845

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## **Schedule of Standard 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.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

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

2. (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) 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.
- (4) An owner is responsible for the replacement of the sealed thermal unit in the windows of the strata lot.
- (5) An owner shall be responsible for the surfacing of all balcony decks and for any repairs or maintenance to a balcony enclosed on their strata lot.

#### **Use of property**

3. (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,

- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or injurious to the reputation of the building,
  - (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) conducts any business activity of any kind from any strata lot or from the common property, 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 use may be permitted under any municipal Home Occupation Bylaw.
- (2) 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.
- (3) An owner, tenant or occupant must not:
- (a) make any undue noise in or about any strata lot, or on common property, or disturb any other resident and in all cases stereos, televisions, musical instruments and similar apparatus are not to be played in such a manner so as 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 8:00 a.m. Monday to Friday and 11:00 p.m. to 10:00 a.m. on weekends and holidays;
  - (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
  - (c) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;

- (e) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
- (f) shake material of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
- (g) conduct a conversation or call from any balcony or in any way carry on such activity which would disturb any other owner;
- (h) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (i) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (j) allow a strata lot to become unsanitary or a source of *offensive* odour;
- (k) feed any birds from any balcony or patio forming part of the strata lot or from the common property;
- (l) install or use in or about any strata lot shades, awnings, window guards, ventilators, supplementary heating or air conditioning devices without the prior written approval of Strata Council. Residents may replace existing window coverings and sun drapes with window coverings of neutral beige off white colour. The colour must be the same as the existing neutral beige off white. The window coverings may include: sheers, drapes, blinds (horizontal or vertical). The window coverings must be plain with no decorative material or pattern showing to the exterior of the windows. Sheers must hang straight without scallops, frills or balloons;
- (m) hang any clothing, laundry or other items over any balcony railings or from any line or apparatus erected on or suspended from any balcony or any portion of a strata lot so as that such clothing or laundry is visible from the exterior of the building;
- (n) place on or fasten to the strata lot, the common property or any limited common property any television, radio or satellite antenna or similar structure or appurtenance thereto;



- (o) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (p) store on his/her balcony or patio any trunks, bicycles, goods, chattels, or other material of any kind with the exception of patio furniture and flower boxes;
- (q) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws, or
- (r) bring any Christmas trees onto the common property or any strata lot other than those which are of an artificial or synthetic material.

#### **Inform strata corporation**

- 4. (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.

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

- 5. (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices to the entrance door to a strata lot);

- (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 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.
- (3) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.
- (4) An owner or tenant shall not replace any existing flooring materials with a material different than that which is existing without first receiving the written permission of the strata council which permission shall not be unreasonably withheld. For example this would mean that carpet or linoleum could not be replaced with a hardwood floor or ceramic tile without written permission.

Notwithstanding the above, an owner or tenant may replace existing flooring materials in the kitchen area with a combination cork flooring and suitable underlay material. The combination flooring and underlayment material shall possess a combined Field Impact Insulation Class (FIIC) rating of not less than 65. The Strata Council must receive confirmation in writing that the floor material complies with such specifications before approval can be granted.

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

6. (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (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 and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

- (3) The strata corporation may require that the owner provide detailed plans and specifications and may also require certification of a structural engineers if such is appropriate prior to giving or denying consent. The strata corporation must not unreasonably withhold approval under subsection (1), but may require as a condition of 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.

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

7. (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
  - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, on 48 hours' written notice,
    - (i) 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 the Act; and
    - (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in subsection (1) (b) 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**

8. 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.
- (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
  - (A) the structure of a building;
  - (B) the exterior of a building;
  - (C) 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 improvements.

## Division 3 – Council

### Council size

9. (1) The Strata Council shall have not less than 5 (five) members and not more than 7 (seven) members.

### Council members' terms

10. (1) The powers and duties of the strata corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata corporation.
- (2) At each annual general meeting either three (3) or four (4) members shall be elected to the strata council for two year terms to replace those retiring, in accordance with the terms and conditions of this bylaw.
- (3) the strata council shall be elected by and from among the owners and shall consist of not less than seven (7) members unless this bylaw is amended.
- (4) Where a strata lot is owned by more than one person, only one owner of the strata lot shall be a member of the council at any one time.

### Removing council member

11. (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.
- (3) No person shall stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

## Replacing council member

12. (1) If a council member resigns or is unwilling or unable to act for a period of 4 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 by the Council from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 4 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

13. (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president.
  - (a) while the president is absent or is unwilling or unable to act, or
  - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

### **Calling council meetings**

14. (1) Any council member may call a council meeting by giving the other council members at least one week's written notice of the meeting, specifying the reason for calling the meeting.
- (2) 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.
- (3) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

### **Requisition of council hearing**

15. (1) By application in writing, stating the reason for the request, an owner may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within four weeks of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

### **Quorum of council**

16. (1) A quorum of the council is four
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

## **Council Meetings**

- 17.1** (1) Strata council affirms the principal that physical meetings are the best way to conduct council business. Council agrees that, in special circumstances (like necessary absence), one or more council members can attend the meeting through an electronic connection. Electronic attendance will need, in each case, to be approved by a majority of council. It is understood that electronic attendance should be for no more than a quarter of council meetings, unless a very special case arises, in which circumstance council will address that case.
- (2) If the conditions established by (1) above are established, council members attending by electronic means can be 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**

- 17.2** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

### **Council to inform owners of minutes**

- 18.** The council must post the minutes of all council meetings within 3 weeks of the meeting, whether or not the minutes have been approved.



## Delegation of council's powers and duties

19. (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
  - (b) to indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

## Spending restrictions

20. (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) The council may spend up to \$5,000.00 for any one non-budgeted item subject to a maximum \$15,000.00 in any one calendar year.

## Limitation on liability of council member

21. (1) A council member who acts honestly in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- (3) The Strata Corporation must maintain Directors and Officers Liability coverage to a minimum level of \$2,000,000.

## Division 4 – Enforcement of Bylaws and Rules

### Maximum fine

22. (1) The strata corporation may fine an owner or tenant a maximum of:
  - (a)

first offence	written warning
second offence	twenty-five dollar fine (\$25.00)
third offence	one hundred dollar fine (\$100.00)
fourth & subsequent offence	two hundred dollar fine per occurrence (\$200.00)
  - (b) Fifty dollars (\$50.00) for each contravention of a rule
- (2) Any owner in contravention of bylaw 36 & 37 shall be assessed fines on the following scale:
  - (a)

first offence	written warning
second offence	one hundred dollar fine (\$100.00)
third & subsequent offence	two hundred dollar fine per occurrence (\$200.00)
- (3) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- (4) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these

bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$25.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.

- (5) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

### **Continuing Contravention**

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

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

#### **Person to chair meeting**

24.
  - (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 in person or by proxy from among those persons who are present at the meeting.

## Participation by other than eligible voters

25. (1) Owners and their spouses may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

## Voting

26. (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) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

## Order of business

27. The order of business at annual or special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting.
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting.
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

## Quorum for Adjourned Meeting

28. Notwithstanding section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall

stand adjourned for a further ½ hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, eligible voters present in person or by proxy shall constitute a quorum

### **Division 6 – Voluntary Dispute Resolution**

#### **Voluntary dispute resolution**

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

### **Division 7 – Pets**

30. No animals, livestock, fowl, reptiles or any other pet shall be kept in any strata lot or on the common property except as follows:
- (1) An owner may be permitted to have tropical fish or two tropical birds provided that:
    - (a) the owner shall bear any and all costs related to spillage from the fish tank;
    - (b) if in the opinion of the strata council the birds are causing a nuisance, after two weeks written notice, the birds shall be removed.

## Division 8 – Miscellaneous Matters

### Small Claims Actions

31. Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

### Use of Patios and Balconies

32. An owner, tenant or occupant of a strata lot which does not have enclosed balconies shall not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed.

### Laundry

33. (1) Each building has a common laundry room available for the use of residents only. Lint traps are to be cleaned and lights turned out after each use. Laundry should not be left unattended in machines. Laundry rooms are to be used only between the hours of 8:00 a.m. and 10:00 p.m. daily.
- (2) Suites have been plumbed and wired for in suite laundry. Use of in suite laundry can cause some inconveniences to other residents in the buildings. In order to minimize these inconveniences, residents must comply with the following rules:
- (a) washer discharge hoses must be firmly connected to the discharge pipe and should be checked regularly.
  - (b) Water intake hoses must be checked frequently. Both hot and cold water taps must be turned off after use of the washers.

## Smoking

**34.1** There shall be no smoking by any owner, resident or guest anywhere in the interior common property of the strata corporation. (This includes hallways, stairs, elevators, recreational facilities, laundry rooms, locker rooms, lobbies and underground parking areas).

**34.2 (1)** Smoking of marijuana is prohibited:

- (a) in a strata lot
- (b) on a limited common property balcony, deck, patio or roof top area designated for the exclusive use of a strata lot
- (c) within the boundaries prohibited by a municipal or a provincial enactment governing smoking next to an exterior door window or air intake, and
- (d) on the interior common property or limited common property, including but not limited to, hallways, stairs, elevators, lobbies, parking garages, storage areas, recreation areas, offices, mechanical, electrical, communication and filter rooms

(2) Subject to the Human Rights Code, all persons, including but not limited to owners, tenants, occupants, employees, invitees, patrons and visitors must comply with this bylaw.

(3) The strata council may upon written application from an owner, tenant or occupant provide reasonable accommodation if it is satisfied based on credible evidence that the refusal to allow smoking of marijuana would result in discrimination prohibited by the Human Rights Code.

(4) In making the accommodation under this provision, the strata council will only do so in writing and may attach conditions to the grant of accommodation including the time frame or date, the duration of the permission and the location where smoking of marijuana will be permitted.

(5) A person who smokes marijuana and who has been granted reasonable accommodation must not cause a fire hazard, nuisance or allow smoke or smoking debris to unreasonably interfere with the use and enjoyment by others of the common property, limited common property or any strata lot by another owner, tenant or occupant.



## Recreational Facilities

35. The Cedar Shores complex has good quality recreational facilities. These facilities are for the use of residents and their guests and visitors only. Keys to the recreational facilities will not be provided to non-residents.

The Strata Council will establish rules and regulations for the recreational facilities which will be posted. Repeated infractions by residents or their guests of the rules and regulations may result in the Strata Council removing privileges from the offending resident and levying a fine against the unit in accordance with these bylaws.

## Residency Restrictions

36. (1) No person under the age of 16 years shall occupy or reside in a strata lot as his or her principal place of residence provided, however, that this restriction shall not prevent a person under the age of 16 from occupying or residing in a strata lot on a periodic basis provided such period or any combination of periods is not longer than 60 days in any calendar year.
- (2) In no case shall a one (1) bedroom strata lot be occupied by more than two (2) persons nor a two (2) bedroom strata lot be occupied by more than three (3) persons or a three (3) bedroom unit be occupied by more than four (4) persons.

The Strata Corporation may, at its sole discretion, approve exceptions to part (2) of this bylaw for owner occupiers in unusual circumstances.

## Rental Restrictions

37. (1) In no case may a tenant sub-let or assign his/her tenancy except as provided for in the Residential Tenancy Act.
- (2) Owners shall supply the tenant with a copy of the Bylaws and all other Strata Plan Rules and Regulations. The owner shall properly screen and select any tenant and shall advise the property manager of the name of any tenant as well as a telephone number or address where the owner may be reached during his or her absence by completing a property executed Form K and delivering same to the property manager prior to the tenant taking up residence in the strata corporation.

- (3) Owners living outside the Capital Regional District wishing to rent their suite must utilize the services of a licensed professional property management company or authorized agent who is to be available 24 hours a day approved by the strata council. Owners are encouraged to use the management company for the Strata Corporation for all rentals.
- (4) Owners living inside the Capital Regional District wishing to directly manage their suite for rental will be held responsible and accountable to the strata corporation for the behaviour and actions of their tenants or occupants and must provide to the property manager their telephone number where they can be reached on a 24 hour basis.
- (5) Owners shall be solely responsible for all costs associated with any action undertaken by the strata corporation to enforce the provisions hereof including, without restricting the generality of the foregoing, all legal costs on a solicitor and own client basis and hereby nominates the strata council as their Attorney in fact for the purposes of giving notice to any tenant occupying any strata lot in contravention hereof.
- (6) The strata corporation may levy a fine for a breach of this bylaw in accordance with Section 22(2).

### **Garbage Disposal**

- 38.** An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.

### **Bicycles, Storage and Parking**

- 39.** (1) Bicycles are not permitted to be stored or parked in elevators, hallways or any other common areas except for those areas indicated for that purpose. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the owner's designated storage locker or such other area as may be prescribed by the council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage or garbage areas.
- (2) Any owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made

under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

- (3) An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council as noted below.
  - a) where an owner has a vehicle which is in good repair but he/she wishes to have the vehicle unlicensed and off the road for a period of up to six (6) months the owner may do so upon application and by providing written proof of storage insurance to the strata council.
- (4) An owner, tenant or occupant shall not:
  - (a) use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
  - (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
  - (c) rent or lease the parking space assigned by the strata corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
  - (d) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
  - (e) use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.

- (5) An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.

### **Move In / Move Out**

40. (1) Any owner or tenant moving to or from the building must advise the site manager, in writing, specifying the date and time of the move in order that Council may arrange for the installation of the moving pads and for the use of the elevator key. Damage to the elevator or building during a move will be charged to the owner of the strata lot.
- (2) The Owner of a Strata Lot must pay the Strata Corporation a fee of \$100 whenever the Owner or a Tenant of the Owner moves into a building, to cover the general wear and tear and additional maintenance of the hallways, elevators and lobbies caused during a move

### **Waterbeds**

41. All waterbeds must be of quality construction. Those owners of waterbeds will be held responsible for any damages arising to common property or any strata lot as a result of leakage or spillage from the waterbed. Owners/residents shall carry appropriate waterbed insurance. The owners will on request provide a copy of insurance to the strata council or property manager.

### **Gardens**

42. There shall be no planting or removing of plants shrubs or trees by residents in any of the limited common areas and common areas without the prior written permission of the strata council through the grounds committee.

### **Barbecue**

43. There shall be no barbecues allowed on the common property or on the balconies or patios of individual strata lots other than the area provided by the Strata Corporation adjacent to the recreational facility.

### **Selling of Strata Lots**

44. (1) An owner of a strata lot, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property.

- (2) There shall be no "for sale" signs evident other than during open house hours. There shall be no signs in unit windows, balconies, or on exterior walls.
- (3) At any open house there shall be two persons available representing the suite at all times. Visitors to the open house shall not be permitted to wander through the project unescorted.
- (4) Open houses shall be limited to two per suite per week for a maximum of three hours per open house.
- (5) There shall be no realtor lock boxes placed on the common or limited common property.

### **Acquisition or Disposition of Personal Property**

45. The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a  $\frac{3}{4}$  vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.

### **Severability**

46. For the purposes of interpretation of these bylaws each paragraph and subparagraph shall be deemed to be a separate bylaw and should any of the aforesaid paragraphs or subparagraphs be held by any court of competent jurisdiction or by any arbitrator appointed pursuant to the Strata Property Act to be unenforceable, then such paragraph or subparagraph or sections of any bylaw so affected shall be given the broadest interpretation possible and shall not be deemed to be void or unenforceable as a result of such findings.

### **Binding Effect**

47. For the purposes of clarification it is acknowledged and agreed by all owners that the within bylaws constitutes a contract inter se between the owners and shall be binding upon each of the individual owners and their heirs, administrators, successors and assigns as the case may be as if executed and delivered by such parties.

### **Definitions**

*For a list of definitions, please refer to the Strata Property Act.*

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

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

Deduct LTSA Fees? Yes

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

LTO Document Reference:

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

Supplied  
Ordered

*Strata Property Act*

FORM I

AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan 845 certify that the following or attached amendments to the bylaws of the strata corporation were approved by resolutions passed in accordance with section 128 of the *Strata Property Act* at an annual general meeting held on February 16, 2016.

**BE IT RESOLVED**, as a  $\frac{2}{3}$  vote of the Owners, Strata Plan 845, that the Strata Corporation amends its own bylaw #15, Requisition of council hearing, to read:

- (1) By application in writing stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a council meeting to hear the applicant within 4 weeks of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week after the hearing."

A revised set of bylaws, incorporating these amendments, is attached.

  
Signature of Council Member

  
Signature of Second Council Member

Date: March 8, 2016

# STRATA PLAN 845

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## **Schedule of Standard 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.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

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

2. (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) 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.
- (4) An owner is responsible for the replacement of the sealed thermal unit in the windows of the strata lot.
- (5) An owner shall be responsible for the surfacing of all balcony decks and for any repairs or maintenance to a balcony enclosed on their strata lot.

#### **Use of property**

3. (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,

- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or injurious to the reputation of the building,
  - (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) conducts any business activity of any kind from any strata lot or from the common property, 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 use may be permitted under any municipal Home Occupation Bylaw.
- (2) 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.
- (3) An owner, tenant or occupant must not:
- (a) make any undue noise in or about any strata lot, or on common property, or disturb any other resident and in all cases stereos, televisions, musical instruments and similar apparatus are not to be played in such a manner so as 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 8:00 a.m. Monday to Friday and 11:00 p.m. to 10:00 a.m. on weekends and holidays;
  - (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
  - (c) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;

- (e) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
- (f) shake material of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
- (g) conduct a conversation or call from any balcony or in any way carry on such activity which would disturb any other owner;
- (h) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (i) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (j) allow a strata lot to become unsanitary or a source of *offensive odour*;
- (k) feed any birds from any balcony or patio forming part of the strata lot or from the common property;
- (l) install or use in or about any strata lot shades, awnings, window guards, ventilators, supplementary heating or air conditioning devices without the prior written approval of Strata Council. Residents may replace existing window coverings and sun drapes with window coverings of neutral beige off white colour. The colour must be the same as the existing neutral beige off white. The window coverings may include: sheers, drapes, blinds (horizontal or vertical). The window coverings must be plain with no decorative material or pattern showing to the exterior of the windows. Sheers must hang straight without scallops, frills or balloons;
- (m) hang any clothing, laundry or other items over any balcony railings or from any line or apparatus erected on or suspended from any balcony or any portion of a strata lot so as that such clothing or laundry is visible from the exterior of the building;
- (n) place on or fasten to the strata lot, the common property or any limited common property any television, radio or satellite antenna or similar structure or appurtenance thereto;

- (o) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (p) store on his/her balcony or patio any trunks, bicycles, goods, chattels, or other material of any kind with the exception of patio furniture and flower boxes;
- (q) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws, or
- (r) bring any Christmas trees onto the common property or any strata lot other than those which are of an artificial or synthetic material.

#### **Inform strata corporation**

- 4. (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.

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

- 5. (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices to the entrance door to a strata lot);

- (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 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.
  - (3) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.
  - (4) An owner or tenant shall not replace any existing flooring materials with a material different than that which is existing without first receiving the written permission of the strata council which permission shall not be unreasonably withheld. For example this would mean that carpet or linoleum could not be replaced with a hardwood floor or ceramic tile without written permission.

Notwithstanding the above, an owner or tenant may replace existing flooring materials in the kitchen area with a combination cork flooring and suitable underlay material. The combination flooring and underlayment material shall possess a combined Field Impact Insulation Class (FIIC) rating of not less than 65. The Strata Council must receive confirmation in writing that the floor material complies with such specifications before approval can be granted.

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

- 6. (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (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 and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

- (3) The strata corporation may require that the owner provide detailed plans and specifications and may also require certification of a structural engineers if such is appropriate prior to giving or denying consent. The strata corporation must not unreasonably withhold approval under subsection (1), but may require as a condition of 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.

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

7. (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
  - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, on 48 hours' written notice,
    - (i) 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 the Act; and
    - (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in subsection (1) (b) 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**

8. 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.
- (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
  - (A) the structure of a building;
  - (B) the exterior of a building;
  - (C) 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 improvements.

### **Division 3 – Council**

#### **Council size**

9. (1) The Strata Council shall have not less than 5 (five) members and not more than 7 (seven) members.



### **Council members' terms**

10. (1) The powers and duties of the strata corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata corporation.
- (2) At each annual general meeting either three (3) or four (4) members shall be elected to the strata council for two year terms to replace those retiring, in accordance with the terms and conditions of this bylaw.
- (3) the strata council shall be elected by and from among the owners and shall consist of not less than seven (7) members unless this bylaw is amended.
- (4) Where a strata lot is owned by more than one person, only one owner of the strata lot shall be a member of the council at any one time.

### **Removing council member**

11. (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.
- (3) No person shall stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

### **Replacing council member**

12. (1) If a council member resigns or is unwilling or unable to act for a period of 4 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 by the Council from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

- (4) If all the members of the council resign or are unwilling or unable to act for a period of 4 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**

13. (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president.
  - (a) while the president is absent or is unwilling or unable to act, or
  - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

### **Calling council meetings**

14. (1) Any council member may call a council meeting by giving the other council members at least one week's written notice of the meeting, specifying the reason for calling the meeting.
- (2) 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.

### **Requisition of council hearing**

- 15. (1) By application in writing, stating the reason for the request, an owner may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within four weeks of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

### **Quorum of council**

- 16. (1) A quorum of the council is four
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

### **Voting at council meetings**

- 17. (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

### **Council to inform owners of minutes**

- 18. The council must post the minutes of all council meetings within 3 weeks of the meeting, whether or not the minutes have been approved.

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

- 19. (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

- (2) The council may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
  - (a) set a maximum amount that may be spent, and
  - (b) to indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
  - (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

### **Spending restrictions**

20. (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) The council may spend up to \$5,000.00 for any one non-budgeted item subject to a maximum \$15,000.00 in any one calendar year.

### **Limitation on liability of council member**

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

- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- (3) The Strata Corporation must maintain Directors and Officers Liability coverage to a minimum level of \$2,000,000.

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

**Maximum fine**

- 22. (1)** The strata corporation may fine an owner or tenant a maximum of:
- |     |  |   |
|-----|--|---|
| (a) | first offence  | written warning                                   |
|     | second offence   | twenty-five dollar fine (\$25.00)                 |
|     | third offence  | one hundred dollar fine (\$100.00)                |
|     | fourth & subsequent offence                              | two hundred dollar fine per occurrence (\$200.00) |
| (b) | Fifty dollars (\$50.00) for each contravention of a rule |   |
- (2) Any owner in contravention of bylaw 36 & 37 shall be assessed fines on the following scale:
- |     |                            |   |
|-----|----------------------------|---|
| (a) | first offence              | written warning                                   |
|     | second offence             | one hundred dollar fine (\$100.00)                |
|     | third & subsequent offence | two hundred dollar fine per occurrence (\$200.00) |
- (3) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- (4) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$25.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the

owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.

- (5) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

### **Continuing Contravention**

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

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

#### **Person to chair meeting**

24. (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 in person or by proxy from among those persons who are present at the meeting.

#### **Participation by other than eligible voters**

25. (1) Owners and their spouses may attend annual and special general meetings, whether or not they are eligible to vote.

- (2) Persons who are not eligible to vote may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **Voting**

26. (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) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

### **Order of business**

27. The order of business at annual or special general meetings is as follows:
  - (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;

- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting.
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting.
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

### **Quorum for Adjourned Meeting**

- 28.** Notwithstanding section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, eligible voters present in person or by proxy shall constitute a quorum



## Division 6 – Voluntary Dispute Resolution

### Voluntary dispute resolution

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

### Division 7 – Pets

30. No animals, livestock, fowl, reptiles or any other pet shall be kept in any strata lot or on the common property except as follows:
- (1) An owner may be permitted to have tropical fish or two tropical birds provided that:
    - (a) the owner shall bear any and all costs related to spillage from the fish tank;
    - (b) if in the opinion of the strata council the birds are causing a nuisance, after two weeks written notice, the birds shall be removed.

## Division 8 – Miscellaneous Matters

### Small Claims Actions

31. Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

### Use of Patios and Balconies

32. An owner, tenant or occupant of a strata lot which does not have enclosed balconies shall not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed.

### Laundry

33. (1) Each building has a common laundry room available for the use of residents only. Lint traps are to be cleaned and lights turned out after each use. Laundry should not be left unattended in machines. Laundry rooms are to be used only between the hours of 8:00 a.m. and 10:00 p.m. daily.
- (2) Suites have been plumbed and wired for in suite laundry. Use of in suite laundry can cause some inconveniences to other residents in the buildings. In order to minimize these inconveniences, residents must comply with the following rules:
- (a) washer discharge hoses must be firmly connected to the discharge pipe and should be checked regularly.
  - (b) Water intake hoses must be checked frequently. Both hot and cold water taps must be turned off after use of the washers.

## Smoking

34. There shall be no smoking by any owner, resident or guest anywhere in the interior common property of the strata corporation. (This includes hallways, stairs, elevators, recreational facilities, laundry rooms, locker rooms, lobbies and underground parking areas).

## Recreational Facilities

35. The Cedar Shores complex has good quality recreational facilities. These facilities are for the use of residents and their guests and visitors only. Keys to the recreational facilities will not be provided to non-residents.

The Strata Council will establish rules and regulations for the recreational facilities which will be posted. Repeated infractions by residents or their guests of the rules and regulations may result in the Strata Council removing privileges from the offending resident and levying a fine against the unit in accordance with these bylaws.

## Residency Restrictions

36. (1) No person under the age of 16 years shall occupy or reside in a strata lot as his or her principal place of residence provided, however, that this restriction shall not prevent a person under the age of 16 from occupying or residing in a strata lot on a periodic basis provided such period or any combination of periods is not longer than 60 days in any calendar year.
- (2) In no case shall a one (1) bedroom strata lot be occupied by more than two (2) persons nor a two (2) bedroom strata lot be occupied by more than three (3) persons or a three (3) bedroom unit be occupied by more than four (4) persons.

The Strata Corporation may, at its sole discretion, approve exceptions to part (2) of this bylaw for owner occupiers in unusual circumstances.

## Rental Restrictions

37. (1) In no case may a tenant sub-let or assign his/her tenancy except as provided for in the Residential Tenancy Act.
- (2) Owners shall supply the tenant with a copy of the Bylaws and all other Strata Plan Rules and Regulations. The owner shall properly screen and select any tenant and shall advise the property manager of the name of any tenant as well as a telephone number or address

where the owner may be reached during his or her absence by completing a property executed Form K and delivering same to the property manager prior to the tenant taking up residence in the strata corporation.

- (3) Owners living outside the Capital Regional District wishing to rent their suite must utilize the services of a licensed professional property management company or authorized agent who is to be available 24 hours a day approved by the strata council. Owners are encouraged to use the management company for the Strata Corporation for all rentals.
- (4) Owners living inside the Capital Regional District wishing to directly manage their suite for rental will be held responsible and accountable to the strata corporation for the behaviour and actions of their tenants or occupants and must provide to the property manager their telephone number where they can be reached on a 24 hour basis.
- (5) Owners shall be solely responsible for all costs associated with any action undertaken by the strata corporation to enforce the provisions hereof including, without restricting the generality of the foregoing, all legal costs on a solicitor and own client basis and hereby nominates the strata council as their Attorney in fact for the purposes of giving notice to any tenant occupying any strata lot in contravention hereof.
- (6) The strata corporation may levy a fine for a breach of this bylaw in accordance with Section 22(2).

### **Garbage Disposal**

- 38.** An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.

### **Bicycles, Storage and Parking**

- 39.** (1) Bicycles are not permitted to be stored or parked in elevators, hallways or any other common areas except for those areas indicated for that purpose. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the owner's designated storage locker or such other area as may be prescribed

by the council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage or garbage areas.

- (2) Any owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
- (3) An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council as noted below.
  - a) where an owner has a vehicle which is in good repair but he/she wishes to have the vehicle unlicensed and off the road for a period of up to six (6) months the owner may do so upon application and by providing written proof of storage insurance to the strata council.
- (4) An owner, tenant or occupant shall not:
  - (a) use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
  - (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
  - (c) rent or lease the parking space assigned by the strata corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
  - (d) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and

- (e) use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.
- (5) An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.

### **Move In / Move Out**

40. (1) Any owner or tenant moving to or from the building must advise the site manager, in writing, specifying the date and time of the move in order that Council may arrange for the installation of the moving pads and for the use of the elevator key. Damage to the elevator or building during a move will be charged to the owner of the strata lot.
- (2) The Owner of a Strata Lot must pay the Strata Corporation a fee of \$100 whenever the Owner or a Tenant of the Owner moves into a building, to cover the general wear and tear and additional maintenance of the hallways, elevators and lobbies caused during a move

### **Waterbeds**

41. All waterbeds must be of quality construction. Those owners of waterbeds will be held responsible for any damages arising to common property or any strata lot as a result of leakage or spillage from the waterbed. Owners/residents shall carry appropriate waterbed insurance. The owners will on request provide a copy of insurance to the strata council or property manager.

### **Gardens**

42. There shall be no planting or removing of plants shrubs or trees by residents in any of the limited common areas and common areas without the prior written permission of the strata council through the grounds committee.

### **Barbecue**

43. There shall be no barbecues allowed on the common property or on the balconies or patios of individual strata lots other than the area provided by the Strata Corporation adjacent to the recreational facility.

## **Selling of Strata Lots**

44. (1) An owner of a strata lot, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property.
- (2) There shall be no "for sale" signs evident other than during open house hours. There shall be no signs in unit windows, balconies, or on exterior walls.
- (3) At any open house there shall be two persons available representing the suite at all times. Visitors to the open house shall not be permitted to wander through the project unescorted.
- (4) Open houses shall be limited to two per suite per week for a maximum of three hours per open house.
- (5) There shall be no realtor lock boxes placed on the common or limited common property.

## **Acquisition or Disposition of Personal Property**

45. The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a  $\frac{3}{4}$  vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.

## **Severability**

46. For the purposes of interpretation of these bylaws each paragraph and subparagraph shall be deemed to be a separate bylaw and should any of the aforesaid paragraphs or subparagraphs be held by any court of competent jurisdiction or by any arbitrator appointed pursuant to the Strata Property Act to be unenforceable, then such paragraph or subparagraph or sections of any bylaw so affected shall be given the broadest interpretation possible and shall not be deemed to be void or unenforceable as a result of such findings.

## **Binding Effect**

47. For the purposes of clarification it is acknowledged and agreed by all owners that the within bylaws constitutes a contract inter se between the owners and shall be binding upon each of the individual owners and their heirs, administrators, successors and assigns as the case may be as if executed and delivered by such parties.

## **Definitions**

*For a list of definitions, please refer to the Strata Property Act.*

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# CEDAR SHORES STRATA PLAN VIS845 BYLAWS

January 27, 2011

Supplied to StrataDocs on 2011/08/04  
Ordered by Ron Neal on 2020/08/102



# STRATA PLAN 845

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## **Schedule of Standard 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.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

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

2. (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) 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.
- (4) An owner is responsible for the replacement of the sealed thermal unit in the windows of the strata lot.
- (5) An owner shall be responsible for the surfacing of all balcony decks and for any repairs or maintenance to a balcony enclosed on their strata lot.

#### **Use of property**

3. (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,

- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or injurious to the reputation of the building,
  - (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) conducts any business activity of any kind from any strata lot or from the common property, 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 use may be permitted under any municipal Home Occupation Bylaw.
- (2) 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.
- (3) An owner, tenant or occupant must not:
- (a) make any undue noise in or about any strata lot, or on common property, or disturb any other resident and in all cases stereos, televisions, musical instruments and similar apparatus are not to be played in such a manner so as 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 8:00 a.m. Monday to Friday and 11:00 p.m. to 10:00 a.m. on weekends and holidays;
  - (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
  - (c) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;

- (e) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
- (f) shake material of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
- (g) conduct a conversation or call from any balcony or in any way carry on such activity which would disturb any other owner;
- (h) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (i) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (j) allow a strata lot to become unsanitary or a source of *offensive* odour;
- (k) feed any birds from any balcony or patio forming part of the strata lot or from the common property;
- (l) install or use in or about any strata lot shades, awnings, window guards, ventilators, supplementary heating or air conditioning devices without the prior written approval of Strata Council. Residents may replace existing window coverings and sun drapes with window coverings of neutral beige off white colour. The colour must be the same as the existing neutral beige off white. The window coverings may include: sheers, drapes, blinds (horizontal or vertical). The window coverings must be plain with no decorative material or pattern showing to the exterior of the windows. Sheers must hang straight without scallops, frills or balloons;
- (m) hang any clothing, laundry or other items over any balcony railings or from any line or apparatus erected on or suspended from any balcony or any portion of a strata lot so as that such clothing or laundry is visible from the exterior of the building;
- (n) place on or fasten to the strata lot, the common property or any limited common property any television, radio or satellite antenna or similar structure or appurtenance thereto;

- (o) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (p) store on his/her balcony or patio any trunks, bicycles, goods, chattels, or other material of any kind with the exception of patio furniture and flower boxes;
- (q) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws, or
- (r) bring any Christmas trees onto the common property or any strata lot other than those which are of an artificial or synthetic material.

#### **Inform strata corporation**

- 4. (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.

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

- 5. (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices to the entrance door to a strata lot);

- (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 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.
  - (3) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.
  - (4) An owner or tenant shall not replace any existing flooring materials with a material different than that which is existing without first receiving the written permission of the strata council which permission shall not be unreasonably withheld. For example this would mean that carpet or linoleum could not be replaced with a hardwood floor or ceramic tile without written permission.

Notwithstanding the above, an owner or tenant may replace existing flooring materials in the kitchen area with a combination cork flooring and suitable underlay material. The combination flooring and underlayment material shall possess a combined Field Impact Insulation Class (FIIC) rating of not less than 65. The Strata Council must receive confirmation in writing that the floor material complies with such specifications before approval can be granted.

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

- 6. (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (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 and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

- (3) The strata corporation may require that the owner provide detailed plans and specifications and may also require certification of a structural engineers if such is appropriate prior to giving or denying consent. The strata corporation must not unreasonably withhold approval under subsection (1), but may require as a condition of 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.

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

7. (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
  - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, on 48 hours' written notice,
    - (i) 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 the Act; and
    - (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in subsection (1) (b) 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**

8. 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.
- (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
  - (A) the structure of a building;
  - (B) the exterior of a building;
  - (C) 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 improvements.

### **Division 3 – Council**

#### **Council size**

9. (1) The Strata Council shall have not less than 5 (five) members and not more than 7 (seven) members.

## **Council members' terms**

10. (1) The powers and duties of the strata corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata corporation.
- (2) At each annual general meeting either three (3) or four (4) members shall be elected to the strata council for two year terms to replace those retiring, in accordance with the terms and conditions of this bylaw.
- (3) the strata council shall be elected by and from among the owners and shall consist of not less than seven (7) members unless this bylaw is amended.
- (4) Where a strata lot is owned by more than one person, only one owner of the strata lot shall be a member of the council at any one time.

## **Removing council member**

11. (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.
- (3) No person shall stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

## **Replacing council member**

12. (1) If a council member resigns or is unwilling or unable to act for a period of 4 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 by the Council from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

- (4) If all the members of the council resign or are unwilling or unable to act for a period of 4 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**

13. (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president.
  - (a) while the president is absent or is unwilling or unable to act, or
  - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

## **Calling council meetings**

14. (1) Any council member may call a council meeting by giving the other council members at least one week's written notice of the meeting, specifying the reason for calling the meeting.
- (2) 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.

### **Requisition of council hearing**

- 15. (1) By application in writing, stating the reason for the request, an owner may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within two months of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within two weeks of the hearing.

### **Quorum of council**

- 16. (1) A quorum of the council is four
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

### **Voting at council meetings**

- 17. (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

### **Council to inform owners of minutes**

- 18. The council must post the minutes of all council meetings within 3 weeks of the meeting, whether or not the minutes have been approved.

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

- 19. (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

- (2) The council may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
  - (a) set a maximum amount that may be spent, and
  - (b) to indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
  - (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

### **Spending restrictions**

20. (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) The council may spend up to \$5,000.00 for any one non-budgeted item subject to a maximum \$15,000.00 in any one calendar year.

### **Limitation on liability of council member**

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

- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- (3) The Strata Corporation must maintain Directors and Officers Liability coverage to a minimum level of \$2,000,000.

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

**Maximum fine**

- 22.** (1) The strata corporation may fine an owner or tenant a maximum of:
- |                             |   |
|-----------------------------|---|
| (a) first offence           | written warning                                   |
| second offence              | twenty-five dollar fine (\$25.00)                 |
| third offence               | one hundred dollar fine (\$100.00)                |
| fourth & subsequent offence | two hundred dollar fine per occurrence (\$200.00) |
- (b) Fifty dollars (\$50.00) for each contravention of a rule
- (2) Any owner in contravention of bylaw 36 & 37 shall be assessed fines on the following scale:
- |                            |   |
|----------------------------|---|
| (a) first offence          | written warning                                   |
| second offence             | one hundred dollar fine (\$100.00)                |
| third & subsequent offence | two hundred dollar fine per occurrence (\$200.00) |
- (3) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- (4) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$25.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the

owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.

- (5) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

### **Continuing Contravention**

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

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

#### **Person to chair meeting**

24. (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 in person or by proxy from among those persons who are present at the meeting.

#### **Participation by other than eligible voters**

25. (1) Owners and their spouses may attend annual and special general meetings, whether or not they are eligible to vote.

- (2) Persons who are not eligible to vote may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

## **Voting**

26. (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) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

## **Order of business**

27. The order of business at annual or special general meetings is as follows:
  - (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;



- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting.
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting.
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

### **Quorum for Adjourned Meeting**

- 28.** Notwithstanding section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, eligible voters present in person or by proxy shall constitute a quorum

## Division 6 – Voluntary Dispute Resolution

### Voluntary dispute resolution

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

## Division 7 – Pets

30. No animals, livestock, fowl, reptiles or any other pet shall be kept in any strata lot or on the common property except as follows:
- (1) An owner may be permitted to have tropical fish or two tropical birds provided that:
    - (a) the owner shall bear any and all costs related to spillage from the fish tank;
    - (b) if in the opinion of the strata council the birds are causing a nuisance, after two weeks written notice, the birds shall be removed.

## Division 8 – Miscellaneous Matters

### Small Claims Actions

31. Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

### Use of Patios and Balconies

32. An owner, tenant or occupant of a strata lot which does not have enclosed balconies shall not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed.

### Laundry

33. (1) Each building has a common laundry room available for the use of residents only. Lint traps are to be cleaned and lights turned out after each use. Laundry should not be left unattended in machines. Laundry rooms are to be used only between the hours of 8:00 a.m. and 10:00 p.m. daily.
- (2) Suites have been plumbed and wired for in suite laundry. Use of in suite laundry can cause some inconveniences to other residents in the buildings. In order to minimize these inconveniences, residents must comply with the following rules:
- (a) washer discharge hoses must be firmly connected to the discharge pipe and should be checked regularly.
  - (b) Water intake hoses must be checked frequently. Both hot and cold water taps must be turned off after use of the washers.

## Smoking

34. There shall be no smoking by any owner, resident or guest anywhere in the interior common property of the strata corporation. (This includes hallways, stairs, elevators, recreational facilities, laundry rooms, locker rooms, lobbies and underground parking areas).

## Recreational Facilities

35. The Cedar Shores complex has good quality recreational facilities. These facilities are for the use of residents and their guests and visitors only. Keys to the recreational facilities will not be provided to non-residents.

The Strata Council will establish rules and regulations for the recreational facilities which will be posted. Repeated infractions by residents or their guests of the rules and regulations may result in the Strata Council removing privileges from the offending resident and levying a fine against the unit in accordance with these bylaws.

## Residency Restrictions

36. (1) No person under the age of 16 years shall occupy or reside in a strata lot as his or her principal place of residence provided, however, that this restriction shall not prevent a person under the age of 16 from occupying or residing in a strata lot on a periodic basis provided such period or any combination of periods is not longer than 60 days in any calendar year.
- (2) In no case shall a one (1) bedroom strata lot be occupied by more than two (2) persons nor a two (2) bedroom strata lot be occupied by more than three (3) persons or a three (3) bedroom unit be occupied by more than four (4) persons.

The Strata Corporation may, at its sole discretion, approve exceptions to part (2) of this bylaw for owner occupiers in unusual circumstances.

## Rental Restrictions

37. (1) In no case may a tenant sub-let or assign his/her tenancy except as provided for in the Residential Tenancy Act.
- (2) Owners shall supply the tenant with a copy of the Bylaws and all other Strata Plan Rules and Regulations. The owner shall properly screen and select any tenant and shall advise the property manager of the name of any tenant as well as a telephone number or address

where the owner may be reached during his or her absence by completing a property executed Form K and delivering same to the property manager prior to the tenant taking up residence in the strata corporation.

- (3) Owners living outside the Capital Regional District wishing to rent their suite must utilize the services of a licensed professional property management company or authorized agent who is to be available 24 hours a day approved by the strata council. Owners are encouraged to use the management company for the Strata Corporation for all rentals.
- (4) Owners living inside the Capital Regional District wishing to directly manage their suite for rental will be held responsible and accountable to the strata corporation for the behaviour and actions of their tenants or occupants and must provide to the property manager their telephone number where they can be reached on a 24 hour basis.
- (5) Owners shall be solely responsible for all costs associated with any action undertaken by the strata corporation to enforce the provisions hereof including, without restricting the generality of the foregoing, all legal costs on a solicitor and own client basis and hereby nominates the strata council as their Attorney in fact for the purposes of giving notice to any tenant occupying any strata lot in contravention hereof.
- (6) The strata corporation may levy a fine for a breach of this bylaw in accordance with Section 22(2).

### **Garbage Disposal**

38. An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.

### **Bicycles, Storage and Parking**

39. (1) Bicycles are not permitted to be stored or parked in elevators, hallways or any other common areas except for those areas indicated for that purpose. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the owner's designated storage locker or such other area as may be prescribed

by the council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage or garbage areas.

- (2) Any owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
- (3) An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council as noted below.
  - a) where an owner has a vehicle which is in good repair but he/she wishes to have the vehicle unlicensed and off the road for a period of up to six (6) months the owner may do so upon application and by providing written proof of storage insurance to the strata council.
- (4) An owner, tenant or occupant shall not:
  - (a) use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
  - (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
  - (c) rent or lease the parking space assigned by the strata corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
  - (d) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and

- (e) use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.

- (5) An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.

**Move In / Move Out**

- 40. (1) Any owner or tenant moving to or from the building must advise the site manager, in writing, specifying the date and time of the move in order that Council may arrange for the installation of the moving pads and for the use of the elevator key. Damage to the elevator or building during a move will be charged to the owner of the strata lot.
- (2) The Owner of a Strata Lot must pay the Strata Corporation a fee of \$100 whenever the Owner or a Tenant of the Owner moves into a building, to cover the general wear and tear and additional maintenance of the hallways, elevators and lobbies caused during a move

**Waterbeds**

- 41. All waterbeds must be of quality construction. Those owners of waterbeds will be held responsible for any damages arising to common property or any strata lot as a result of leakage or spillage from the waterbed. Owners/residents shall carry appropriate waterbed insurance. The owners will on request provide a copy of insurance to the strata council or property manager.

**Gardens**

- 42. There shall be no planting or removing of plants shrubs or trees by residents in any of the limited common areas and common areas without the prior written permission of the strata council through the grounds committee.

**Barbecue**

- 43. There shall be no barbecues allowed on the common property or on the balconies or patios of individual strata lots other than the area provided by the Strata Corporation adjacent to the recreational facility.

## **Selling of Strata Lots**

44. (1) An owner of a strata lot, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property.
- (2) There shall be no "for sale" signs evident other than during open house hours. There shall be no signs in unit windows, balconies, or on exterior walls.
- (3) At any open house there shall be two persons available representing the suite at all times. Visitors to the open house shall not be permitted to wander through the project unescorted.
- (4) Open houses shall be limited to two per suite per week for a maximum of three hours per open house.
- (5) There shall be no realtor lock boxes placed on the common or limited common property.

## **Acquisition or Disposition of Personal Property**

45. The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a  $\frac{3}{4}$  vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.

## **Severability**

46. For the purposes of interpretation of these bylaws each paragraph and subparagraph shall be deemed to be a separate bylaw and should any of the aforesaid paragraphs or subparagraphs be held by any court of competent jurisdiction or by any arbitrator appointed pursuant to the Strata Property Act to be unenforceable, then such paragraph or subparagraph or sections of any bylaw so affected shall be given the broadest interpretation possible and shall not be deemed to be void or unenforceable as a result of such findings.

## **Binding Effect**

47. For the purposes of clarification it is acknowledged and agreed by all owners that the within bylaws constitutes a contract inter se between the owners and shall be binding upon each of the individual owners and their heirs, administrators, successors and assigns as the case may be as if executed and delivered by such parties.

## **Definitions**

*For a list of definitions, please refer to the Strata Property Act.*