

**STRATA PLAN LMS 1336**

**THE IVY GREEN  
45775 Spadina Avenue  
CHILLIWACK, BC  
V2P 1T5**

**APPROVED BYLAWS AND RULES**

**November 30, 2021**

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**THESE BYLAWS ARE FOR THE PROTECTION  
OF YOUR INVESTMENT AND YOUR LIVING  
COMFORT AT THE IVY GREEN**

The Schedule of Standard Bylaws (Strata Property Act, Chapter 43) applies only to the extent that the Strata Corporation does not have an enforceable Bylaw that deals with the same issue. An enforceable Bylaw on the same issue, filed in the Land Title Office, will take precedence over a Bylaw in the Schedule of Standard Bylaws.

- (d) An owner shall be responsible for loss or damage to affected areas, including associated investigations, professional/expert consultations, repair and remedial costs, caused to Common Property ("CP"), Limited Common Property ("LCP") and/or strata lots as a result of the failure, breakage, or malfunction of the above-mentioned items.
- 2.2
- (a) 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.
  - (b) Despite *Strata Property Act* (the "Act") Standard Bylaw 8(c), owners are responsible for the maintenance and repair, including associated costs, of LCP designated for the owner's exclusive use, including balconies, balcony enclosures, decks and patios. Maintenance includes, but is not limited to, cleaning, removal of ice, snow, leaves or debris, and to ensure drains are not obstructed and/or could cause damage to the LCP or to Common Property. Owners must also ensure items placed on LCP, decks, balconies and/or patios, do not perforate or otherwise damage the deck area surface and/or membrane or obstruct the drainage system, the building envelope or associated structure. This includes a duty to immediately repair/replace bubbled, cracked, damaged vinyl decking, and to ensure that all joints and seams in the balcony decking are sealed.
  - (c) With the exception of the structural exterior of balconies attached to the building which is a Strata Corporation responsibility, owners must maintain balcony enclosures in a state of good repair, including the glass, sun and privacy screens.
  - (d) Repair, maintenance and/or replacement, including associated costs, of doors or combination door & window enclosures opening onto balconies, decks, balcony enclosures and patios are the responsibility of the strata lot owner.
  - (e) An owner must maintain a minimum temperature of at least 5 degrees Celsius/41 degrees Fahrenheit in their strata lot to protect plumbing, electrical and other building systems.

### 3. USE OF PROPERTY

- 3.1 An owner, 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 or disturbance;

- (f) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building. Free-standing, portable laundry drying racks are permitted on a temporary basis provided they are not visible from the outside of the building; drying racks must be closed and stored when not in use for their intended purpose;
- (g) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
- (h) use or install, in or about a strata lot, any shades, awnings, window or balcony guards, screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the Strata Council;
- (i) erect on or fasten to the strata lot, the Common Property or any LCP any television or radio antenna or similar structure or appurtenance thereto;
- (j) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (k) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the Common Property or any LCP;
- (l) affix permanently any hanging plants or any other hanging items, any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or balcony except free-standing, self-contained planter boxes, summer furniture and seasonal accessories;
- (m) use a barbecue, hibachi, outdoor grill, burning or cooking appliance, fire pit or patio heater on a deck or balcony or within any LCP with the exception of gas or electric BBQs on the four ground-level outdoor patios as well as the lounge room patio where gas BBQs are safely permitted;
- (n) store any hazardous materials in unapproved containers that are not permitted by the Fire Marshall or the insurance carrier. Propane tanks must not be stored or used inside strata lots, in the garage, in lockers, or in any common area of the building;
- (o) allow a strata lot to become unsanitary or a source of odour;
- (p) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's water supply or heated water;

- (g) Any vehicle that leaks oil, or any contaminants, shall not be parked on strata property. A strata lot owner will be responsible for the offending vehicle whether it is their own personal vehicle or that of their visitors. The strata lot owner will be given 24-hours notice to remove the said vehicle. If it is not removed, it will be towed away at the strata owner's expense. All leakage residue must be thoroughly cleaned up immediately by the strata owner. Non-compliance shall be subject to fines.
- (h) All parked vehicles must have sufficient Third Party Public Liability and Property Damage insurance as per the Strata Corporation's insurance provider. Proof of sufficient insurance must be visible by display of current decal or by providing Strata Council with a copy of required insurance coverage.

### 3.7 SECURITY OF BUILDING

- 3.7 (a) An owner/occupant must not give security keys, combinations, security cards, FOBs, or other means of access to the building, the parking garage, or common areas, to any person other than a contractor, immediate family member or guest of the strata lot.
- (b) As a precautionary measure, Strata Council may disable coded FOBs where a unit has been unoccupied for 45 days or more. Once occupancy resumes, FOBs will be reactivated.
- (c) Visitors must use the intercom to access owners/occupants. An owner/occupant must ensure that the person contacting them from the intercom is their visitor.
- (d) The only exception to this Bylaw is allowing entry to First Responders (ie Ambulance, Fire, Police).
- (e) Owners must come down to the entrance door to receive all deliveries with the exception of pharmaceuticals, Meals on Wheels, appliances and home furnishings.

### 3.8 PETS

- 3.8 (a) An owner, occupant or visitor must not keep or allow any pet, which includes but is not limited to, dogs, cats, birds, fish or otherwise, on the Common Property, LCP or in a strata lot.
- (b) Subject to subparagraph (g), the exception to this Bylaw would be a service dog which has been specifically trained and certified in compliance with the *Guide Dog and Service Dog Act (GDSDA)* and

solely olfactory, such as, for example, smoke from incense. The term "smoking" includes, but is not limited to, tobacco smoking, smoking using electronic cigarettes, marijuana smoking, and crack cocaine smoking.

- (c) All persons, including but not limited to owners, occupants and visitors must comply with this Bylaw. Owners must ensure that this Bylaw is not violated by their visitors or anyone else they let into the complex.
- (d) The owners acknowledge that Strata Council can make reasonable accommodation for one or more individuals that have an addiction to nicotine that is a physical or mental disability. Whether or not reasonable accommodation is required is at the discretion of Strata Council. In making the accommodation, Strata Council will consider how to accommodate the disability without exposing others to second-hand smoke.

#### 4. INFORM STRATA CORPORATION

- 4.1 Immediately upon becoming a resident owner on title, the said resident owner must inform the Strata Corporation of the strata lot number and all persons on title, including their name, mailing address and telephone number.
- 4.2 New resident owners must request approval, in writing, to the Strata Corporation of any permanent living arrangements other than spouse, partner or immediate family member, in compliance with Section 33 of these Bylaws. The Strata Corporation must not unreasonably withhold their approval.

#### 5. OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT

- 5.1 An owner must obtain the written approval of the Strata Corporation before the said owner, occupant and/or guest makes any changes, improvements, alterations, additions, renovations and/or other work to the inside and/or outside of a strata lot that involves any of the following:
  - (a) the structure of the building;
  - (b) the exterior of the building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of the building;
  - (d) doors or windows on the exterior of the building or that front on the Common Property;

or LCP which they have the benefit of, which were made by them or a previous owner of their strata lot.

6. **OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY**

- 6.1 An owner must obtain the written approval of the Strata Corporation before making changes, alterations, improvements and/or renovations to Common Property, including LCP, or common assets.
- 6.2 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 changes, alterations, improvements and/or renovations and to provide, at the request of the Strata Corporation, evidence of appropriate insurance coverage relating to same.

7. **PERMIT ENTRY TO STRATA LOT**

- 7.1 An owner, 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 section 149 of the Act; or,
    - (ii) to ensure compliance with the Act and the Bylaws.
- 7.2 The notice referred to in subsection 7.1 (b) must include the date and approximate time of entry, and the reason for entry.

**DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATIONS**

8. **REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION**

- 8.1 The Strata Corporation must repair and maintain all of the following:
- (a) common assets of the Strata Corporation;
  - (b) Common Property that has not been designated as LCP;

- (b) Subject to section 8.2(c), the expenditure may be made out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is less than 5% of the total contribution to the operating fund for the current year.
- (c) The expenditure may be made out of the operating fund or contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure security and safety or prevent significant loss or damage, whether physical or otherwise.
- (d) Any expenditure under section 8.2(c) must not exceed the minimum amount needed to ensure safety or prevent significant loss or damage.
- (e) The Strata Corporation must inform owners as soon as feasible about any expenditure made under subsection 8.2(c).

### **DIVISION 3 - STRATA COUNCIL**

#### **9. COUNCIL SIZE**

9.1 The Strata Council shall consist of at least 3 and not more than 7 members.

#### **10. STRATA COUNCIL MEMBERSHIP AND MEMBERS' TERMS**

10.1 Resident Owners may be members of the Strata Council.

10.2 No person may stand for the Strata Council or continue to be on the Strata Council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under the Act.

10.3 If a strata lot is owned by more than one person, only one owner of the strata lot shall be a voting member of the Strata Council at any one time.

10.4 The term of office of a council member ends at the end of the Annual General Meeting at which the new council is elected.

10.5 A person whose term as council member is ending is eligible for re-election.

#### **11. REMOVING STRATA 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.

- 13.4 If an officer other than the president is unwilling or unable to act for a period of 3 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

14. **COUNCIL MEETINGS**

- 14.1 Any council member may call an unscheduled council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for the meeting. Notice may be by email or telephone.
- 14.2 An unscheduled council meeting may be held as circumstances necessitate on short notice if:
- (a) all council members have been notified in advance of the meeting or are unavailable to provide consent after reasonable contact attempts have been made.
  - (b) the meeting is required to deal with an emergency situation and a quorum of council members consent in advance, with commitments, to attend a short-notice urgent meeting.
- 14.3 The Strata Council must inform owners about the unscheduled council meeting as soon as feasible after the meeting has taken place.
- 14.4 At the option of Strata Council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other. If a council meeting is held by electronic means, council members are deemed to be present in person.
- 14.5 Strata Council may schedule regular information update meetings as needed.
- 14.6 Owners may attend council meetings as observers with the exception of those portions of the meeting which deal with:
- (a) Bylaw contravention hearings under section 135 of the Act;
  - (b) any other matters that council deems would unreasonably interfere with an individual's privacy.

15. **QUORUM OF COUNCIL**

- 15.1 A quorum of the council is:



- (a) set a maximum amount that may be spent; and
- (b) indicate the purposes for which or the conditions under which the money may be spent.

18.4 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; or
- (b) whether a person should be fined and the amount of the fine.

19. **SPENDING RESTRICTIONS**

19.1 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.

19.2 Despite subsection 19.1, 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.

20. **LIMITATION OF LIABILITY OF COUNCIL MEMBER**

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

20.2 Subsection 20.1 does not affect a council member's liability, as an owner, for a judgement against the Strata Corporation.

**DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES**

21. **MAXIMUM FINE**

21.1 The Strata Corporation may fine an owner a maximum of:

- (a) \$200 for each contravention of a Bylaw, and
- (b) \$50 for each contravention of a Rule.

25. **PERSON TO CHAIR MEETING**

- 25.1 Annual and Special General Meetings must be chaired by the president of the council.
- 25.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 25.3 If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

26. **QUORUM OF ANNUAL AND SPECIAL GENERAL MEETINGS**

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

27. **PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS**

- 27.1 Owners on title may attend Annual and Special General Meetings whether or not they are eligible to vote.
- 27.2 Owners on title 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.
- 27.3 Owners on title who are not eligible to vote must leave the meeting if requested to do so by a majority vote at the meeting.
- 27.4 Pursuant to Section 56 of the Act, an owner on title who is eligible to vote, may do so by way of appointment of a proxy.

28. **VOTING**

- 28.1 At an in-person Annual or Special General Meeting, voting cards must be issued to eligible voters. In the alternative, when voting in person is restricted and/or not possible, voting will be conducted by either electronic or limited/restricted proxy methods.

- (h) receive reports of council activities and decisions since the previous 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 the notice has been given under section 46 of the Act;
- (m) elect a council, if the meeting is an Annual General Meeting;
- (n) terminate the meeting.

## **DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION**

### **31. VOLUNTARY DISPUTE RESOLUTION**

- 31.1 A dispute amongst owners, the Strata Corporation, or any combination thereof, may be referred to a dispute resolution committee by a party to the dispute if:
- (a) all the parties to the dispute consent; and,
  - (b) the dispute involves the Act, the Regulations, the Bylaws or the Rules.
- 31.2 A dispute resolution committee consists of:
- (a) one owner of the Strata Corporation nominated by each of the disputing parties and one owner, chosen by the persons nominated by the disputing parties, to chair the committee; or
  - (b) any number of persons consented to, or chosen by, a method that is consented to by all of the disputing parties.
- 31.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

## **DIVISION 9 – INSURANCE BYLAWS**

### **35. INSURANCE**

- 35.1 The Strata Corporation must obtain and maintain property insurance as required by Section 149 of the Strata Property Act.
- 35.2 The Strata Corporation must obtain and maintain liability insurance and errors and omissions insurance as set out in Sections 150 and 151 of the Strata Property Act.
- 35.3 On the written request of an Owner, the Corporation shall produce a copy of the insurance policy or policies and verification of the premium.
- 35.4 In the event that loss or damage occurs to Common Property or Limited Common Property or Common Facilities and gives rise to a valid claim under the Strata Corporation's insurance policy, it is agreed and understood that, if the origination of the loss is within the interior confines of an individual strata lot for which the Owner is responsible, the Strata Corporation may sue the strata lot owner for the deductible of the Strata Corporation's policy relative to the loss, and such deductible shall be paid by the individual strata lot Owner in whose lot the cause of the damages originated.
- 35.5 The foregoing shall also apply if the careless, negligent or inattentive acts of a strata lot owner or occupant causes damage outside the strata lot and the origination of the loss is anywhere on the premises.
- 35.6 In the event that an owner or occupant or any member of their family, guests or service worker causes damage to Common Property, Limited Common Property or Common Facilities, and the damage so caused gives rise to a valid claim under the Strata Corporation's insurance policy, the deductible of the Strata Corporation's policy relative to the loss shall be paid by the individual strata lot owner.
- 35.7 In the event that an owner or occupant or any member of their family, guests or service worker causes damage to the Common Property, Limited Common Property or Common Facilities and the damage so caused is not covered under the insurance in place, the strata lot owner shall be held responsible for such loss and promptly reimburse the Strata Corporation for the full costs of repair or replacement. Full costs shall include investigations and professional/expert consultations the Strata Corporation deems necessary.