

# STRATA PROPERTY ACT

## The Owners, Strata Plan VIS 2981 (The Grosvenor)

### MOVING RULE

#### (Section 125)

The following Rule has been Ratified by a majority vote of the owners, Strata Plan VIS 2981 (The Grosvenor) at their Annual General Meeting held on April 19, 2017, in accordance with the requirements of section 125 of the Strata Property Act.

Elevators may be used for the purpose of moving furniture or other heavy objects only between the hours of 8:00 a.m. to 10:00 p.m.

Any move-in or move-out must be reported to the property manager in order that the elevator can be booked.

At least one week's advance notice of a move must be posted on the front door.

*This Rule is effective immediately. Contravention of this rule may result in a fine in accordance with the Bylaws of the Strata Corporation. The rule will remain in effect until rescinded or revised at the discretion of the Strata Council.*

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**GROSVENOR  
STRATA PLAN 2981  
RULES**

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**Damage to Property**

A resident, tenant, occupant or guest shall not cause damage to trees, plants, bushes, flowers or lawns and shall not leave chairs or other articles unattended or overnight on common property.

**Hazards**

No smoking will be permitted on the common property including parking areas, hallways and elevators.

**Exterior Appearances**

All garbage and recycling materials must be properly bagged and disposed of in appropriate bins.

**Moving**

Elevators may be used for the purpose of moving furniture or other heavy objects only between the hours of 8:00 a.m. to 10:00 p.m.

**Parking**

- A. Any resident who does not require the parking space assigned by the Strata Council may allow another resident of S.C. 2981 to use that parking space provided that the Strata Council is informed of the arrangement in writing.
- B. No repairs shall be made to any motor vehicles on the common property, without permission from Council.
- C. Guest parking is permitted in the parking spaces designated by a sign stating "Visitor". Residents are not permitted to use these spaces unless their garage parking is unavailable for a reason acceptable to the Strata Council.
- D. The user of each parking space is responsible for the cleaning up of any oil spills or dirt in that space. Continued spilling of oil will result in prohibition of parking on common property until the offending vehicle is repaired. A charge of \$50.00 will be assessed against the offender for cleaning done by the Strata Council or agents.
- E. No parking is allowed along fire routes nor shall a vehicle be parked in such a manner as to restrict access driveways. Offending vehicles will be towed away at the owner's expense.

**GROSVENOR  
STRATA PLAN 2981  
RULES  
(2)**

- F. All vehicles parked on common property must have valid liability insurance.
- G. The following provisions apply to all vehicles on common property:
  - 1. The use of car horns on common property is prohibited except in an emergency.
  - 2. A maximum speed of 10 KPH shall apply at all times.
  - 3. Incoming vehicles have the right of way at the garage door and vehicle lights must be used at all times in the underground parking areas when the vehicle is in motion.

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

The Owners, Strata Plan VIS 2981 (The Grosvenor) certify that the following amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an Annual General Meeting held on April 19, 2017.

BE IT RESOLVED AS a  $\frac{3}{4}$  VOTE of the Owners of Strata Plan VIS 2981 (The Grosvenor) that the Strata Corporation adopt the following bylaw to be included with all other registered Bylaws;

**Non-Smoking Bylaw**

(1) No smoking is allowed:

(a) in a strata lot;

(b) on the interior or exterior common or limited common property, including but not limited to in the lobby, hallways, elevators, corridors, basement and storage locker area, electrical and mechanical rooms, stairs;

(c) on patios and balconies; and

(d) within 8 metres (26 feet) of a door, window or air intake.

(2) "Smoking" for the purposes of this bylaw, means releasing into the air gases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is 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.

(3) All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw. Owners and tenants must ensure that this bylaw is not violated by their visitors or anyone else they let into the complex.

- (4) The owners acknowledge that Council can make reasonable accommodation for one or more individuals that have an addiction to nicotine that is confirmed in writing by physician. In making the accommodation, the owner will consider how to accommodate the disability without exposing others to second-hand smoke.
- (5) This bylaw does not apply to an owner, tenant or occupant residing in a strata lot in the complex at the time the bylaw is passed and who continues to reside there after the bylaw is passed. Notwithstanding the previous sentence, owners, tenants, and occupants who qualify for the exemption from the bylaw must still comply with all applicable legislation and are still subject to the common law of nuisance as well as other bylaws, including but not limited to those about causing a nuisance or hazard to another person and unreasonably interfering with the rights of another person to use and enjoy the common property, common assets or another strata lot.

BE IT RESOLVED that the Strata Corporation repeal Bylaw #16.1 and adopt the following Bylaw, to be included with all previously registered bylaws:

**16. Move In Fee**

16.1. An owner of a strata lot shall pay a non-refundable CHANGE OF OCCUPANCY FEE of \$150.00 to the Strata Corporation in advance of the move-in date, each time a new occupant moves into the Strata Corporation. Damages incurred to the building shall be paid by the owner of the strata lot related to the move.

The above Resolution was passed with the required ¾ vote of the owners represented at the Annual General Meeting of the strata corporation held on April 19, 2017.

  
\_\_\_\_\_  
Strata Council Member

  
\_\_\_\_\_  
Strata Council Member

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FB352006

**COPY**

June 7, 2010

Registrar,  
Land Title & Survey Authority of BC  
850 Burdett Avenue  
Victoria, B.C. V8W 1B4

Please receive herewith the following document(s) for filing:

Strata Property Act – Form I – Amendment to Bylaws

Strata Plan VIS2981  
Grosvenor  
2710 Grosvenor Road  
Victoria, BC V8T 3M8

  
Signature

Name of Applicant: Priscilla Maurice, Complete Residential Property Management Ltd.

Address: 3267 B Tennyson Avenue, Victoria, B. C. V8Z 3P4

Telephone: (250) 370 - 7093

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

The Owners, **Strata Plan 2981** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an Annual General Meeting held on May 26, 2010.

**Amend bylaws of Strata Plan 2981 by way of the following:**

**16. Move In / Move Out**

The bylaws be amended **from:**

- 16.1. An owner of strata lots shall pay a non-refundable, CHANGE OF OCCUPANCY FEE for **\$75.00** to the strata corporation in advance of the move-in date, each time a new occupant moves into the Strata Corporation. Damages incurred to the building shall be paid by the owner of the strata lot related to the move.

The bylaws be amended **to:**

- 16.1. An owner of strata lots shall pay a non-refundable, CHANGE OF OCCUPANCY FEE for **\$75.00** to the strata corporation in advance of the move in date **and** move out date. That is each time a new occupant moves into the Strata Corporation and moves out of the Strata Corporation. Any damages incurred by the building shall be paid by the owner of the strata lot related to the move.

.....  
Signature of Council Member

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

Or

.....  
Signature of Strata Manager, if authorized by strata corporation

- \* Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

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June 12, 2007

Registrar,  
Land Title & Survey Authority of BC  
850 Burdett Avenue  
Victoria, B.C. V8W 1B4

Please receive herewith the following document(s) for filing:

Strata Property Act – Form I – Amendment to Bylaws

Strata Plan VIS2981  
Grosvenor  
2710 Grosvenor Road  
Victoria, BC V8T 3M8

  
\_\_\_\_\_  
Signature

Name of Applicant: Priscilla Maurice, Complete Residential Property Management Ltd.

Address: 101 - 1025 Hillside, Victoria, B. C. V8T 2A2

Telephone: (250) 370 - 7093

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Strata Property Act  
FORM I  
AMENDMENT TO BYLAWS  
(Section 128)

The Owners, **Strata Plan 2981** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an Annual General Meeting held on June 4, 2007.

Amend bylaws of Strata Plan 2981 by way of the following:

01 07/06/13 13:58:44 01 VI 758744  
00C FILE \$-21.75

**16. Move In / Move Out**

01 07/06/13 13:58:22 01 VI 758744  
00C FILE \$21.75

The bylaws be amended from:

16.1. An owner of strata lots shall pay a non-refundable, CHANGE OF OCCUPANCY FEE for \$50.00 to the strata corporation in advance of the move-in date, each time a new occupant moves into the Strata Corporation. All furnishings and appliances shall be moved into or out of the building through the parkade entrance. Damages incurred to the building shall be paid by the owner of the strata lot related to the move.

The bylaws be amended to:

16.1. An owner of strata lots shall pay a non-refundable, CHANGE OF OCCUPANCY FEE for \$75.00 to the strata corporation in advance of the move-in date, each time a new occupant moves into the Strata Corporation. Damages incurred to the building shall be paid by the owner of the strata lot related to the move.

The bylaws be amended from:

13.4 All floors of all residential strata lots shall be covered with wall to wall carpeting except:  
- Kitchens and utility rooms which may be covered with vinyl sheet goods and  
- Entrance areas and bathrooms, which may be covered with tile, marble, hardwood or vinyl sheet goods.  
The strata council may grant an owner permission to install hardwood floors in areas of the strata lot where they would otherwise be prohibited, if the Strata Council is satisfied adequate sound deadening insulation for the area will be installed under the hardwood floor and that the insulation is actually installed. Such permission must be granted in writing prior to the installation of the hardwood floor.

The bylaws be amended to:

13.4 All floors of all residential strata lots shall be covered with wall to wall carpeting except:

.....see page 2

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- Kitchens and utility rooms which may be covered with vinyl sheet goods **and/or ceramic tile and**
- Entrance areas and bathrooms, which may be covered with tile, marble, hardwood or vinyl sheet goods.

The strata council may grant an owner permission to install hardwood floors in areas of the strata lot where they would otherwise be prohibited, if the Strata Council is satisfied adequate sound deadening insulation for the area will be installed under the hardwood floor and that the insulation is actually installed. **Requests must be made in writing to the Strata Council and permission must be granted in writing from the Strata Council prior to the installation of the hardwood floor.**

The bylaws be amended **from:**

**43. Rental Restrictions**

- 43.1 Pursuant to section 141 (2) (a) the maximum number of strata lots that may be leased or rented by the owners shall be five (5) and no owner may lease or rent a strata lot without prior written permission of the strata council The following, but not limited to the following, shall be deemed to be a lease or rental:
- Any agreement to provide food and/or lodging to more than one person who is not a member of the owners' s family.
  - Any agreement including a registered agreement for sale, lease with an option to purchase or conveyance with agreement to reconvey the substance and effect whereof is to provide for the occupancy of a strata lot and which is intended to circumvent any restriction on rentals as herein contained and
  - Any assignment of any existing lease or tenancy agreement or subletting under an existing lease or tenancy agreement.
- 43.2 An owner may only rent or lease his/her strata lot for the purposes of a bona fide vacation once in each calendar year for a period of not in excess of six (6) months provided that the aforesaid strata lot is rented fully furnished and that such rental is for the purpose of a bona fide vacation.
- 43.3 The terms and conditions of bylaw 35 – Maximum fine forming part of these bylaws shall specifically apply hereto, provided always that a fine of not less than Five Hundred (\$500.00) shall be the maximum amount assessable for a breach of this bylaw.

The bylaws be amended **to:**

**43. Rental Restrictions**

- 43.1 Pursuant to section 141 (2) (a) the maximum number of strata lots that may be leased or rented by the owners shall be **four (4)** and no owner may lease or rent a strata lot without prior written permission of the strata council The following, but not limited to the following, shall be deemed to be a lease or rental:
- Any agreement to provide food and/or lodging to more than one person who is not a member of the owners' s family.  
*family as defined in the Strata Property Act Regulations for the purposes of section 141 - 142 of the Act, "family" and "family member" mean*  
*(a) a spouse of the owner,*  
*(b) a parent or child of the owner, or*

.....see page 3

*(c) a parent or child of the spouse of the owner.  
"spouse of the owner" includes an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.*

- Any agreement including a registered agreement for sale, lease with an option to purchase or conveyance with agreement to reconvey the substance and effect whereof is to provide for the occupancy of a strata lot and which is intended to circumvent any restriction on rentals as herein contained and
  - Any assignment of any existing lease or tenancy agreement or subletting under an existing lease or tenancy agreement.
- 43.2 An owner may only rent or lease his/her strata lot for the purposes of a bona fide vacation once in each calendar year for a period of not in excess of six (6) months provided that the aforesaid strata lot is rented fully furnished and that such rental is for the purpose of a bona fide vacation.
- 43.3 The terms and conditions of bylaw 35 – Maximum fine forming part of these bylaws shall specifically apply hereto, provided always that a fine of not less than Five Hundred (\$500.00) shall be the maximum amount assessable for a breach of this bylaw.

.....  
Signature of Council Member

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

Or  .....

Signature of Strata Manager, if authorized by strata corporation

\* Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

31 MAY 01 13 19

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LAND TITLE OFFICE  
VICTORIA

Victoria, B.C.  
May 31, 2001

NS

Registrar,  
Land Title Office  
Victoria, B.C.

01 01/05/31 13:19:11 01 VI 307207  
DOC FILE \$20.00

Please receive herewith the following document(s) for filing:

Notification of Change of Bylaws



Signature

Name of Applicant: DENISE ATKINS, Complete Asset Management Ltd.

Address: 101 - 1025 Hillside, Victoria, B. C. V8T 2A2

Telephone: (250) 370 - 7093

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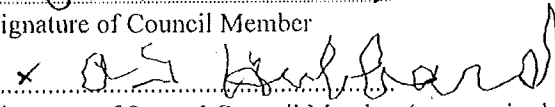
*Strata Property Act*  
**FORM I**  
**AMENDMENT TO BYLAWS**  
*(Section 128)*

The Owners, **Strata Plan 2981** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on **TUESDAY, MAY 29th, 2001**

The existing bylaws be repealed in their entirety and the attached be adopted as per the special resolution duly passed as above.



Signature of Council Member



Signature of Second Council Member (not required if council consists of only one member)

\* Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

**BYLAWS  
The Owners, Strata Plan 2981  
GROSVENOR**

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## SCHEDULE OF BYLAWS

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

#### 1. 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.
- 1.2 In addition to the bylaw fine, 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.
- 1.3 Twelve (12) postdated cheques or Auto Debit authorization are required to be delivered to the strata council Treasurer no later than the first day of the month after the fiscal budget has been approved for the amount due for the strata fees for each strata lot. The cheques are to be made payable to: The Owners, Strata Plan 2981 and dated for the 1<sup>st</sup> of every month.
- 1.4 The Strata Council may levy a service fee of \$25.00 plus bank charges for each N.S.F. cheque or refused Automatic Debit received from any owner.
- 1.5 Owners who are in arrears may not vote at Annual General Meetings, Special General Meetings or Council Meetings.

#### 2. 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.
- 2.2. 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. 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
  - (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.
- 3.2. An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common asset 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.
- 3.3. The cost of repairing damage to the common property, common assets or those parts of a strata lot which the strata corporation must repair shall be billed to and paid for by the



- owner of the said strata lot. Payment of the invoice is due the first day of the month following the date that the invoice is dated and mailed that day, to the owner.
- 3.4. An owner, tenant, occupant or visitor must not obstruct or use the sidewalks, walkways, passages and driveways or the common property for any purpose other than ingress or egress from the strata lots or parking areas with the common property of the strata plan.
  - 3.5. An owner, tenant, occupant or visitor must not leave on the common property or any limited common property or any strata lot, any shopping cart, freezers or any other item designated from time to time by the strata council. Decorative Christmas lights are to be removed by February 1<sup>st</sup> each year.
  - 3.6. An owner, tenant, occupant or visitor must not 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 and natural gas.
  - 3.7. An owner, tenant, occupant or visitor must not allow a strata lot to become unsanitary or a source of odor.

#### 4. Pets

- 4.1. An owner, tenant, occupant or visitor must ensure that all visiting animals are leashed or other wise secured when on the common property or on land that is common asset.
- 4.2. An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following domestic pets:
  - (a) a reasonable number of fish or other small aquarium animals;
  - (b) a reasonable number of small caged mammals
  - (c) up to 2 caged birds;
  - (d) 1 dog not to exceed 15kg ( adult size ) or 2 cats
 ( all approved existing pets are "grandfathered". There is an exception of animals which aid visually impaired or hearing impaired persons. In the case of a dispute, the onus will be on the resident to demonstrate that he or she has a visual or hearing impairment.)
- 4.3. An owner, tenant or occupant that keeps pets in a strata lot, either permanently or temporarily, shall register the pets with the strata council by providing to the strata council a written notice, signed by the owner, tenant or occupant setting out the names, breeds and colours of the pets, the strata lot number of the strata lot in which the pets are kept, and the name and telephone number of the owner of the pets.
- 4.4. An owner of a pet shall not permit the pet to urinate or defecate on the common property, on a balcony or in a patio, and if any pet does urinate or defecate on the common property, on a balcony or in a patio, the owner shall immediately and completely remove all of the pet's waste from the common property, balcony or patio and dispose of it in a waste container or by some other sanitary means.
- 4.5. No owner, tenant or occupant shall permit its pets to interfere with any other person, pet or object, or permit its pet to disturb any owner, tenant or occupant with uncontrolled barking, howling, meowing or whining. If any owner, tenant, occupant or visitor violates any provision of these bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance or threat to other residents or their pets, the strata council may, by written notice to such owner, tenant or occupant cause such owner, tenant or occupant to have the pet removed from the strata lot within 30 days of receiving such notice.
- 4.6. No owner, tenant or occupant shall feed pigeons, gulls or other birds, from a strata lot or any where on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot.
- 4.7. The strata corporation may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably,

deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.

## **5. Noise**

5.1. An owner, tenant, occupant or visitor must not:

- (a) use a strata lot for any purpose regardless of the hour of the day which involves undue traffic or noise in or about the strata lot or common property and in particular between the hours of 10:00 PM and 8:00 am including loud meetings or parties, loud talking in the hallways or balconies or patios, loud banging of doors, vacuuming, using a dishwasher or washing machine or other mechanical devices which may create noise.
- (b) Use a strata lot for any purpose that encourages loitering by persons in or about the strata lot or common property.
- (c) 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, occupant;

## **6. Patios, Balconies & Window Coverings**

An owner tenant, occupant or visitor must not:

- 6.1. use a barbecue, or other like cooking or lighting device on a balcony or patio unless such barbecue, or cooking device or lighting device is powered by propane, electricity. No more than 1 gas tank may be stored on one strata lot at any one time. Gas tanks may only be stored outside: either on the balcony or on the patio. Use of a barbecue, or other like cooking device requires the owner, tenant, occupant or visitor to have access to one fire extinguisher within 5 feet of the barbecue, or cooking device.
- 6.2. 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 including cans, caps, cigarettes, matches, etc.
- 6.3. place window coverings on windows of his or her strata lot unless they are white, beige or a similar neutral colour approved by the Strata Council;
- 6.4. hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies, or other parts of the building so that they are visible from the outside of the building;
- 6.5. use or install in or about a strata lot any shades, awnings, window or balcony guards, screens, ventilators, smoke stack, radio or television antenna, supplementary heating or air conditioning devices, except those installations approved in writing by the strata council;
- 6.6. erect or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto without prior written approval of the Strata Council. Decorations may not penetrate the common property and this includes front doors and balcony posts and railings.
- 6.7. place any signs, billboards, notices or other advertising material of any kind on, or visible from, the exterior of a strata lot;
- 6.8. Place any items on any patio or balcony except for free-standing and self contained planter boxes that are maintained, barbecues, summer furniture and accessories.
- 6.9. Allow water from watering plants or washing balconies to overflow from that balcony to another balcony.

## **7. Fire**

- 7.1. Owners, tenants, occupants or visitors must not do anything that will increase the risk of fire or the rate of insurance on the building or any part there of including leaving decorative lights turned on while not in the suite.
- 7.2. Only artificial or live with roots growing as potted trees, shall be permitted within any strata lot or common property as Christmas trees.
- 7.3. Owners are responsible for obtaining and maintaining strata owner's insurance on their contents and third party liability insurance for their individual strata lots. Owners shall also ensure that tenants carry adequate insurance. Owner's insurance shall provide for any improvements or alterations (betterment's) that have been made to their strata lot.

## **8. Building Security**

- 8.1. Owner's are responsible for damage to the common property caused by anyone they admit to the building and any breach of a bylaw, rule by a visitor will be treated as if it was a breach by the owner.
- 8.2. Access through the entrances is to be granted only to persons positively identified, and
  - (a) proceeding directly to an individual suite;
  - (b) doing authorized repair or maintenance work within the building.

## **9. Bicycles**

- 9.1. Bicycles will be allowed only in the parking level and bicycles can not be stored within or on a strata lot. The strata corporation is not responsible for lost, stolen, or damaged bicycles.

## **10. Storage & Lockers**

- 10.1. Any owner, tenant or occupant that leaves any item anywhere on or in the common property or any limited common property other than the designated STORAGE LOCKER does so at his or her 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.
- 10.2. An owner, tenant or occupant shall not:
  - (a) use more than one storage locker per strata lot;
  - (b) rent or lease the storage locker assigned by the strata corporation to his or her strata lot or otherwise permit the storage locker to be regularly used by anyone that is not a resident of the building;
  - (c) store items in the STORAGE LOCKER ROOMS other than those items which fit inside the designated storage locker;
  - (d) Use the storage locker to store flammable substances;
  - (e) Stack items in the storage locker to within less than 18 inches of the sprinkler system or block the spray range of the sprinkler system if there is one installed above the storage locker area.

## **11. Gardens**

- 11.1. An owner, tenant or occupant shall maintain the gardens and/or planter boxes contained within their strata lot and limited common property. The balcony and patio areas are for the purpose of this subsection considered to be part of the strata lot.

**12. Inform strata corporation**

- 12.1. 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.
- 12.2. On request by the strata corporation, a tenant must inform the strata corporation of his or her name.
- 12.3. Before a landlord rents all or part of a residential strata lot, the landlord must give the prospective tenant:
  - (a) the current bylaws and rules, and
  - (b) a Notice of Tenant's Responsibilities in the prescribed form (FORM K).
- 12.4. Within 2 weeks of renting all or part of a residential strata lot, the landlord must give the strata corporation a copy of the notice signed by the tenant.
- 12.5. Notify the strata council, in writing of forwarding addresses or points of contact prior to leaving on extended vacations.

**13. Obtain approval before altering a strata lot**

- 13.1 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, decks, patios, or other things attached to the exterior of a building;
  - (d) *doors, windows or skylights* [amendment SPAA s. 51(a)] (including 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.
- 13.2 The strata corporation must not unreasonably withhold its approval under subsection 13.1. 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.
  - (a) Any owner wishing to make any modifications or improvement shall immediately apply in writing to the strata council for permission to do so and shall include with such application copies of any plans and specifications for the proposed modification or improvement and the estimated cost thereof. Upon receipt of the same, the strata council shall forthwith notify the Corporation of the Local Municipality of the desire of the individual owner to make such modifications or improvement which requires an amendment to the development permit, the consent of the Municipal Council and the consent of a general meeting of the owners.
  - (b) In cases where the approving officer of the Corporation of the Local Municipality advises the strata council in writing that the modification or improvement is of a minor nature and consequently does not require the formal consent of the Municipal Council, then in such cases the strata council is hereby specifically authorized to approve or disapprove such modification or improvement on behalf of the strata corporation on such terms and conditions as it considers reasonable in the circumstances.

- (c) In all cases where the approving officer for the Corporation of the Local Municipality advises the strata council that the proposed modification or improvement would require the consent of the Municipal Council, and/or an amendment to the development permit, then the same shall be referred to the next annual general meeting of the owners for approval and consideration by way of a special resolution.
- (d) An owner undertaking an approved modification or improvement shall also be required to enter into an agreement with the strata corporation specifying the permitted construction and the use thereof and indemnifying the strata corporation from any loss, damage, improvement as aforesaid. Such agreement shall be in a form approved by the solicitors for the strata corporation. Any costs associated with the preparation and registration (if required) of such agreement shall be borne by the owner applying for permission.
- (e) In addition, and for the purposes of certainty, it is acknowledged and agreed that as of the date of these bylaws the owners of the strata lots who have ever entered into indemnity agreements with the strata corporation shall be responsible for any and all costs, damages, repairs, additional maintenance or otherwise which may occur as a result of such installation. It is the intent and the purpose of this bylaw that such liability shall annex to the owners referred to herein and to any subsequent owner of each strata lot notwithstanding that such subsequent owner is not a signatory to such indemnity agreement.

13.3 An owner, tenant or occupant must not do any act, nor alter any strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

13.4 All floors of all residential strata lots shall be covered with wall to wall carpeting except:

- Kitchens and utility rooms which may be covered with vinyl sheet goods and
- Entrance areas and bathrooms, which may be covered with tile, marble, hardwood or vinyl sheet goods.

The strata council may grant an owner permission to install hardwood floors in areas of the strata lot where they would otherwise be prohibited, if the Strata Council is satisfied adequate sound deadening insulation for the area will be installed under the hardwood floor and that the insulation is actually installed. Such permission must be granted **in writing prior to the installation of the hardwood floor.**

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

- 14.1 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.
- 14.2 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. In addition, subsections a, b, c, d, e, of section 13 .2. apply to section 14 .1. and 14.2.

#### **15. Permit entry to strata lot**

- 15.1 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, 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; and
- (c) to ensure compliance with the Act and these bylaws.

- 15.2. The notice referred to in subsection 15.1.(b) must include the date and approximate time of entry, and the reason for entry.

**16. Move In / Move Out**

- 16.1. An owner of strata lots shall pay a non-refundable, CHANGE OF OCCUPANCY FEE for \$50.00 to the strata corporation in advance of the move-in date, each time a new occupant moves into the Strata Corporation. All furnishings and appliances shall be moved into or out of the building through the parkade entrance. Damages incurred to the building shall be paid by the owner of the strata lot related to the move.

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

**17. Repair and maintenance of property by strata corporation**

- 17.1 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 limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to

( i ) repair and maintenance that in the ordinary course of events occurs less often than once a year, and

( ii ) the following, no matter how often the repair or maintenance ordinarily occurs:

(A) the structure of a building;

(B) the exterior of a building;

(C) chimneys, stairs, balconies and other things attached to the exterior of a building;

(D) window casings, sills and frames of doors, windows and skylights on the exterior of a building or that front on the common property;

(E) fences, railings and similar structures that enclose patios, balconies and yards.

- (d) a strata lot in a strata plan that is not bare land strata plan, but the duty to repair and maintain it is restricted to

(i) the structure of a building,

(ii) the exterior of a building,

(iii) chimneys, stairs, balconies and other things attached to the exterior of a

building,

(iv) window casings, sills and frames of doors, windows and skylights on the exterior of a building or that front on the common property, and

(v) fences, railings and similar structures that enclose patios, balconies and yards.

### Division 3 - Council

#### 18. Council size

18.1 Subject to subsection (2), the council must have at least 3 and not more than 7 members.

#### 19. Council member's terms

- 19.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected (amendment SPAA s.51©).
- 19.2 A person whose term as council member is ending is eligible for reelection [note deletion of s. 10(3), (4) and (5) SPAA s. 51 (d)].

#### 20. Removing council member

- 20.1. Unless all the owners are on the council, the strata corporation may, by resolution passed by majority vote at an annual or special general meeting, remove one or more council members.
- 20.2. 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.
- 20.3. An owner, owner's representative or tenant is prohibited from standing or continuing to stand on council if the strata corporation is entitled to register a lien against that persons strata lot under the Act.

#### 21. Replacing council member

- 21.1 If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 21.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 21.3 The council may appoint a council member under this section even if the absence of he member being replaced leaves the council without a quorum.
- 21.4 If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporations 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.

## 22. Officers

- 22.1 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.
- 22.2 A person may hold more than one office at a time, other than the office of president and vice president.
- 22.3 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.
- 22.4 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.

## 23. Calling council meetings

- 23.1 Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 23.2 The notice does not have to be in writing.
- 23.3 A council meeting may be held on less than one week's notice if
  - (a) all council members consent in advance of the meeting, or
  - (b) the meeting is required to deal with an emergency situation, and all members either
    - (i) consent in advance of the meeting, or
    - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- 23.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

## 24. Requisition of council hearing

- 24.1. By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 24.2. If a hearing is requested under subsection 24.1., the council must hold a meeting to hear the applicant within one month of the request.
- 24.3. 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.

## 25. Quorum of Council

- 25.1 A quorum of the council is
  - (a) 1, if the council consists of one member,
  - (b) 2, if the council consists of 2, 3 or 4 members,
  - (c) 3, if the council consists of 5 or 6 members, and
  - (d) 4, if the council consists of 7 members.
- 25.2 Council members must be present in person at the council meeting to be counted in establishing a quorum.



**26. Council meetings**

- 26.1 At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other and the council member wishing to communicate by electronic means sets up the system for the council prior to the meeting.
- 26.2 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 26.3 Owners may attend council meeting as observers.
- 26.4 Despite subsection 26.3, 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.

**27. Voting at council meetings**

- 27.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 27.2 Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 27.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

**28. Council to inform owners of minutes**

- 28.1 The council must make available to the owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.
- 28.2 In camera minutes are excluded from compliance with 28.1.

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

- 29.1 Subject to subsections 29.2. to 29.4., 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.
- 29.2 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

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(b) delegates the general authority to make expenditures in accordance with subsection 29.3.

29.3 A delegation of a general authority to make expenditures must

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

29.4 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.

### **30. Spending restrictions**

- 30.1 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.
- 30.2 Despite subsection 30.1. the council 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.
- 30.3 The strata corporation may purchase, lease or otherwise acquire personal property for the use of 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 general meeting or special general meeting if the personal property has a market value of more than \$1000.00.
- 30.4 The strata council is specifically authorized to make expenditures not in excess of three thousand dollars (\$3000.00) which have not been provided for in the budget, in its sole discretion.

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

- 31.1 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.
- 31.2 Subsection 31.1. 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**

### **32. Procedure for Bylaw Enforcement**

- 1) Council receives a letter of complaint.
- 2) Invitation to owner and/or tenant to be heard at the next council meeting.
- 3) Decision made by council on action to be taken.

### **33. Maximum Fine**

33.1 The strata corporation may fine an owner or tenant a maximum of

- (a) \$200 for each contravention of a bylaw, and
- (b) \$50 for each contravention of a rule.
- (c) \$500 in contravention of a rental restriction bylaw.

Fines for infringement of bylaws will progress from \$50.00 for the first offence to \$100.00 for the second offence and each offence thereafter is \$200.00.

33.2 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 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 \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and pay by the owner or tenant.

33.3 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 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.

33.4 Owners, tenants, occupants and visitors are required to comply with the House Rules (if any) as distributed to owners and residents when published and or amended.

### **34. Continuing contravention**

34.1 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.

### **35. Small Claims Actions**

35.1 Notwithstanding any provisions 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 ¾ vote.

## Division 5 - Annual and Special General Meetings

### 36. Person to chair meeting

- 36.1 Annual and special general meetings must be chaired by the president of the council.
- 36.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 36.3 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.

### 37. Quorum for Adjourned Meeting

- 37.1 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 from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

### 38. Participation by other than eligible voters

- 38.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 38.2 Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- 38.3 Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### 39. Voting

- 39.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 39.2 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.
- 39.3 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.
- 39.4 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
- 39.5 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.
- 39.6 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 a majority vote.
- 39.7 An owners vote may not be exercised (except where an unanimous vote is required) if the strata corporation is entitled to register a lien against the strata lot.

40. Order of business

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

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

**Division 6 - Voluntary Dispute Resolution**41. Voluntary dispute resolution

- 41.1 A dispute among owners, tenants, the strata corporation or any combination of them 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.
- 41.2 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,
- 41.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

**Division 7- Selling a Strata Lot**42. When selling a strata lot

- 42.1 An owner or their representative may not compromise the security of the building when showing property or conducting an open house by leaving open, ajar, or unlocked common property doors.

## Division 8 – Rental Restrictions

### 43. Rental Restrictions

- 43.1 Pursuant to section 141 (2) (a) the maximum number of strata lots that may be leased or rented by the owners shall be five (5) and no owner may lease or rent a strata lot without prior written permission of the strata council. The following, but not limited to the following, shall be deemed to be a lease or rental:
- Any agreement to provide food and/or lodging to more than one person who is not a member of the owners' s family.
  - Any agreement including a registered agreement for sale, lease with an option to purchase or conveyance with agreement to reconvey the substance and effect whereof is to provide for the occupancy of a strata lot and which is intended to circumvent any restriction on rentals as herein contained and
  - Any assignment of any existing lease or tenancy agreement or subletting under an existing lease or tenancy agreement.
- 43.2 An owner may only rent or lease his/her strata lot for the purposes of a bona fide vacation once in each calendar year for a period of not in excess of six (6) months provided that the aforesaid strata lot is rented fully furnished and that such rental is for the purpose of a bona fide vacation.
- 43.3 The terms and conditions of bylaw 35 – Maximum fine forming part of these bylaws shall specifically apply hereto, provided always that a fine of not less than Five Hundred (\$500.00) shall be the maximum amount assessable for a breach of this bylaw.

## 44. Division 9 - General

### 44.1 An owner, tenant, occupant or visitor shall not:

- (a) Carry out any commercial, professional or business activities in any strata lot.
- (b) Interfere with the work of or reprimand or give direction to any employee of the strata corporation or any independent contractor employed by the strata corporation. Any complaints concerning the conduct of employees or contractors employed by the strata corporation are to be given in writing to the strata council.
- (c) Have a waterbed without the written permission of the strata council.

### 44.2 An owner, tenant, occupant or visitor shall:

- (a) secure all doors in his or her strata lot prior to leaving it unattended.
- (b) Be solely responsible for the actions of their guests and visitors and in particular be responsible for supervising children in or about the common property.
- (c) Only conduct carpentry or other similar alterations between the hours of 8:00 a.m. and 8:00 p.m. Monday through Sunday inclusive.

## 45. Division 10 – Severability and Insurance Deductible

- 45.1 It is specifically acknowledged that each section, subsection and paragraph of these bylaws shall be treated as a separate part thereof and should any part be held by an Arbitrator or Court of competent jurisdiction to be unenforceable, then such section, subsection or paragraph shall be deemed to be severable and the remaining parts of the bylaw or bylaws shall remain in force and effect.
- 45.2 Where a claim is made upon the policy of insurance maintained by the strata corporation for loss or damage to a strata lot or to its original carpeting, original appliances, fixtures or other improvements, and where such loss or damage is confined to a single strata lot, then it shall be the responsibility of the owner of the strata lot, providing the strata council deems that person responsible, to make payment to the strata corporation or the insurer, as the case may be, of the amount of any deductible payable pursuant to such policy of insurance.