

BYLAWS
DISCOVERY POINT
VIS 5931

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

Bylaw 1. Payment of Strata Fees

1. An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
2. Owners are required to pay their strata fees each month by providing the strata corporation's managing agent with a series of 12 post-dated cheques for the fiscal year **or** by enrolling in the pre-authorized bank debiting service.
3. Failure to pay strata fees on the first day of each month may be deemed to constitute an infraction for purposes of these bylaws.
4. The strata corporation may charge an owner who is late paying his or her strata fees, interest commencing on the day after the strata fees were due at the rate of 10% per annum, compounded annually, or such other amount of interest as council may decide, provided it does not exceed the limit stated in the *Strata Property Act Regulations*.
5. When arrears aggregate two monthly strata fees, at council's discretion a registered letter may be sent to the owner of the strata lot warning of the strata corporation's right to place a lien in accordance with the legislation. Should an owner fail to remit payment by the commencement of the third month in arrears, a lien may be placed on the strata lot in favour of the corporation.
6. In the event that legal action must be taken against an owner for the collection of strata fees, the strata corporation will hold the owner responsible for the recovery of all costs involved.

Bylaw 2. Repair and Maintenance of Property by Owner

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 shall be responsible for the repair, maintenance, replacement and insurance for all appliances, without limiting, but including the following: refrigerator, stoves, dishwasher, garburator, clothes washer and dryer, fireplace, smoke detectors, door bell, lock set for the entry door to the strata lot and all inside plumbing fixtures.

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Bylaw 3. Use of Property

3.1. General

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 shown expressly or by necessary implication on or by the strata plan.

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 *Strata Property Act*.

3. The strata corporation shall not be responsible to an owner for any loss, damage or expense to the owner caused by an overflow or leakage of water arising from another strata lot where such leakage or overflow results from the wrongful act, neglect or negligence of any other owner or the owner's employees, agents, invitees or tenants except to the extent attributable to the strata corporation under the *Strata Property Act*.

4. For reasons of community security an owner, tenant or occupant must not give any key, or other device to gain access to the building, or common areas to any person other than an employee, contractor or guest of the strata lot owner or occupant as may be permitted by these bylaws.

5. Smoking is not permitted on any common property area, limited common property area, or in any strata lots within the building. Without implying a limitation of this bylaw, it is specifically prohibited from the individual strata lots, parking lot, lobbies, hallways, stairways, decks, balconies, patios and any other part of the strata corporation property.

6. An owner, tenant or occupant must not 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 limited common property. The placement or erection of any type of feeder is not permitted.

7. An owner, tenant or occupant must not permit contractors or others to string hoses, cables or wiring from any vehicle or equipment to any strata lot in the building except as approved by the council.

8. Waterbeds are not permitted.

9. The use of skateboards, in-line skates and roller skates is not permitted on any of the strata

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property.

3.2. Pets and Animals

1. The owners of pets shall be fully responsible for their behavior within the common property. If a pet is deemed to be a nuisance by the Strata Council, it shall be removed from the Strata Corporation within thirty (30) days. Visitors shall be informed of the rules concerning pets and residents will be responsible for clean up or damage repairs should their guests bring pets into the common property.
2. The owners or keepers of pets must register all pets with the Strata Corporation within 10-days of pet entering premises.
3. All existing pets must be registered within 10-days acceptance of this by-law.
4. an owner, tenant or occupant must not keep any pets on the Strata Lot other than one or more of the following:
 - (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) Two dogs or cats with a weight of not more than 20 lbs and height of 20inches
5. A resident who contravenes Bylaws 3.2-1, 2, 3, 4 will be subject to a \$200 fine.

3.3. Occupancy

1. Each strata lot shall be occupied as a single-family residence, which family may include a live-in housekeeper or nurse. The property shall not be used for commercial or professional purposes, or any purpose which may be illegal or contrary to any government or municipal rules or ordinances, or injurious to the reputation of the building or its owners.
2. The strata lot shall be occupied as a place of residence by not more than two (2) persons in a one-bedroom strata lot and not more than four (4) persons in a two-bedroom strata lot.

3.4. Exterior Appearance

1. An owner or occupant must **not**:
 - (a) 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;
 - (b) install any window coverings visible from the exterior of the strata lot that are not consistent in colour with other strata lots in the building.
 - (c) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except awnings or solar screens approved in writing by the council;

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(d) erect on, or fasten to the strata lot, the common property or any limited common property, any television or radio antenna or similar structure;

(e) use a balcony or patio for placing or storing refrigerators, freezers or like appliances thereon;

(f) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot.

2. Only patio furniture, propane barbecues with maximum twenty pound (20 lb.) cylinders, electric barbecues, shrubs and plants may be located on balconies, terraces and patios. All plant holders must be portable and capable of being moved easily to allow repairs to the building, balcony, terrace or patio and cannot be affixed to the surface.

3. Owners shall not allow their balconies, terraces or patios to become untidy, either by their use for storage purposes or by the accumulation of weeds, rubbish, dirt, garbage, boxes, packing cases or similar effects.

4. The exterior appearance of the building shall not be altered by painting or otherwise covering concrete, ironwork or other exterior parts of the building or the strata lot including patios, terraces, and balconies.

3.5. Common Property and Limited Common Property

1. No signs, advertising or notices of any kind shall be erected or displayed on common or limited common property except that 'For Sale' signs, in the approved form, may be placed on the 'tree' provided at the entrance to the common property.

2. Realtor lock boxes shall not be installed anywhere on the common property.

3. No changes in the type of colour of window glass, nor application of any liquid or plastic film to window glass, shall be made without written consent of the strata council.

4. Owners are not permitted to plant or maintain garden materials of any description in areas designated as common property without approval in writing by the strata council.

5. No owner/tenant or their guests shall do anything to damage the trees, plants, bushes, flowers or lawns, or enter or exit their strata lot through the landscaping, except in an emergency. No chairs, tables, or other objects are to be placed on the lawns or grounds and playing of games is not permitted on the lawn area or in any of the common areas.

6. Open air burning in any type of receptacle, other than a propane or electric barbecue, shall not be permitted on the common property or limited common property. Use of an open air-burning receptacle is prohibited by the Campbell River Fire Protection and Control bylaw.

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7. Common property areas, including but not limited to, the main entrances, hallways, garage, locker rooms and grounds may not be used for the purpose of loitering, meetings, games, sports activities, parties, nor as drinking or eating areas except as specifically authorized by the council.

[See also Rules following these bylaws for Realtor 'For Sale' Signs]

3.6. Vehicles and Parking

1. Owners or residents shall use only their designated parking stalls which have been specifically assigned to the strata lot and shall not park on any other common property area.

2. The parking space assigned to a strata lot shall not be rented or leased to non-residents.

3. An owner/resident shall not permit their guests to park in a strata corporation parking stall without authorization from a member of strata council.

4. No vehicle washing, servicing, including the changing of oil or other fluids, or repairs (except in emergencies) shall be carried out on common property.

5. No cords or appliances of any type may be left unattended while plugged into outlets located in the parkade except for:

- (a) battery operated motorized wheelchairs parked in areas designated by council
- (b) a cord leading to a battery charger and thence to a battery installed in a vehicle, which will be allowed for 24 hours.

6. Any motor vehicle or trailer parked on Common Property must be fully operational as well as displaying a current vehicle licence (or the owner must be able to show that liability insurance is carried).

7. No vehicles of any kind whatsoever shall be parked in the parking lot if they exceed 22 feet in length.

8. Hybrid or electric motor vehicles are not permitted to be plugged into the strata corporation's power outlets without permission from council.

9. Propane powered vehicles are permitted to be parked in the parking lot.

10. Vehicles contravening any of the above bylaw provisions may be towed, after appropriate notification, at the expense of the relevant strata lot owner or tenant.

11. The only things which may be left in an owner/occupant's parking space other than a road-worthy motor vehicle, trailer or motorized wheel chair (scooter) are a personal shopping cart (or dolly) and a walker. Scooters must have a tag on them giving the name and address of the owner.

12. The posted maximum speed limit of 10 km. per hour must be observed at all times.

13. Automobile horns are not to be used in the parking lot or within except in case of emergency.

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14. Motor vehicles may not be parked in a fire lane or any other restricted area.
15. Only guests of an owner, tenant, and occupant may park in visitor designated parking spaces, for not more than three (3) consecutive nights in any seven day period. Should an owner, tenant, or occupant require a longer parking duration for their guest, a written request must be submitted, within a reasonable time, to the strata council for review and approval.

3.7. Plants and Planting

1. An owner, tenant or occupant must **not**:

- (a) plant or maintain garden materials of any description, or place articles of any kind, in areas designated as common property or in the limited common property outside the railings including, without limiting the foregoing, the former 'planter' area outside the railings on the first and second floors;

- (b) plant any ivy, clematis, Virginia Creeper, Trumpet vine or any other self-clinging or climbing vines or shrubs against any wall, trellis or dividing lattice on limited common property. Owners must not plant, even in a pot, anything which has an invasive root system;

- (c) install any automatic watering system.

2. Pots used for planting shall be either light enough to be comfortably lifted for inspection by one person, or placed on wheeled bases or plastic slides in a manner that allows for easy movement.

3. In addition to possible penalties for infraction of this bylaw, owners will be responsible for the costs of repairing damage to the roof membrane caused by invasive roots from their plants.

3.8. Hazards and Cleanliness

1. Nothing shall be brought to or stored on a strata lot, a locker or on any part of the common property or limited common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the strata corporation, or which will invalidate any insurance policy.

2. No material substances, especially burning material such as cigarettes or matches shall be thrown out of or permitted to fall out of any window, door, balcony, stairway, passage, or other part of the strata lot, limited common property or common property.

3. An owner shall not allow the strata lot, limited common property or common property to become untidy or unsightly in the opinion of the council, and shall not pile or store household effects, garbage or other refuse materials in other than designated Storage or Waste Removal areas. Any costs associated with cleaning or removing articles which adversely affect the condition of common property or limited common property will be at owners expense.

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4. Any material other than ordinary household refuse and garbage must be removed from the common or limited common property or the owner's lot, by the owner at his or her expense.

5. Mops, carpets, dusters or rags of any kind shall not be shaken from any window, door, passage way or other parts of the common property or limited common property.

3.9. Rental Restrictions and Procedures

1. General Restrictions:

(a) A tenant may not in any circumstances sublet the leased premises, including any parking spaces, or otherwise assign his or her lease.

2. Procedure by Owner:

(a) Once the strata lot has been rented, but prior to occupation by the tenant, the owner shall deliver within two weeks to the strata council via the Property Manager:

- (i) the strata lot number and civic address of the strata lot to be leased;
- (ii) the address and telephone number of the owner which will apply after commencement of the lease;
- (iii) the commencement date and term of the lease;
- (iv) a Form K-Notice of Tenant's Responsibilities signed by the proposed tenant;

(e) Any changes to a tenancy in the building will be subject to the "Move In" fee in accordance with the strata corporation rules. The move in fee shall be billed directly to the owner of the strata lot being rented and is payable immediately with the new tenancy start date.

(f) a resident must provide notice to the Strata Corporation of all moving arrangements at least 48 hours before moving date. All moves must take place between hours as allotted by the District of Campbell River. Should council rule to restrict move in move out times, these times would take precedent over District of Campbell River allotment.

(g) a resident must ensure that all common areas are left damage free.

(h) Protective blankets must be hung in the designated elevator by the caretaker. **No moving is to take place without the protective blankets.**

(i) Entry doors must always be left locked unless arrangements have been made to have an attendant present when the door is left open.

(j) Safe walking areas for occupants and wheelchairs, etc. must be maintained in hallways, lobbies, and in the fire lane in front of the building at all times.

(k) A moving van must **not** be left unattended for more than a few minutes when it is parked in the fire lane.

3.10. Owners Liability

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1. An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance or replacement rendered necessary to the common property, common facilities, or other assets of the strata corporation, or to any strata lot by his act, neglect or carelessness, or by that of any member of his or their family, and actions or inactions of their guests, servant, agent or tenant, but only to the extent that such expense is not met by the proceeds of insurance carried by the strata corporation. An owner shall reimburse the strata corporation for all costs including any insurance deductibles that become payable as a result of their actions, inactions or actions of their guests.

2. For the purposes of 3.12.1., above, any amount paid or payable by the strata corporation for damage done and requiring repair that is under the appropriate deductible for the strata corporation's insurance policy, shall be considered as an expense chargeable to the owner and shall be added to and become part of the assessment of that owner for the month following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

[Note to Owners: While the Strata Corporation carries insurance against catastrophic loss from perils such as earthquake, that insurance policy does not cover owners' improvements or personal contents. Further, the corporate policy has a deductible which, in the event of a large claim, could be significant and would be assessed to owners on a unit entitlement basis. See bylaw 9.2., p 20.]

Bylaw 4. Inform Strata Corporation

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.

Bylaw 5. Obtain Approval Before Altering or Renovating a Strata Lot, and Requirements to Proceed

1. An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that affects any of the following:
 - (a) the structure of the building;
 - (b) the exterior of a building, including the fastening of anything to the exterior walls;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property or the limited common property;
 - (e) fences, railing 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 *Strata Property Act*.

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2. The strata corporation must not unreasonably withhold its approval under the above section of this bylaw, bylaw **5.1**, but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.

3. An owner must obtain the written approval of the strata corporation before making any alteration or changes to the flooring in a strata lot. Owners requesting to install laminate or wood flooring or interior tiles, shall be required to install a sound inhibitor for impact noise as per the approved guidelines and rules for the Strata Corporation. If at any time in future, noise complaints result from the installation of the new flooring materials, then the owner will be required to take remedial action as directed by the Strata Council.

4. No alterations or renovations either to the interior or the exterior of the building shall be made, nor the wiring, plumbing, piping or other services shall be altered or supplemented on the strata lot or within any walls or on the common property without previous written approval of the strata corporation. Alterations or additions made by an owner without such approval may be restored or removed and any costs incurred by the strata corporation as a result thereof shall forthwith be paid by the strata lot owner.

5. In order to ensure that security of the building is maintained and to preserve the orderly use of elevators, in addition to any requirement under the Strata Property Act, an owner or tenant undertaking work to the strata lot shall provide strata council with one week's notice stipulating the nature of the work and identity of any contractors or workmen hired to perform such work within the strata lot.

6. Prior to commencement of any changes which would normally require a Provincial or Municipal permit, the owners shall provide the strata council with satisfactory evidence that the alteration complies with all building codes, that all necessary building permits have been received.

7. Application for such renovations or alterations is to be made in writing to the Strata Corporation at least a month prior to any work being started and must include:

- (a) details of the work being carried out
- (b) copies of any permits required by the city
- (c) anticipated starting and completion dates
- (d) name, address and phone number of contractor
- (e) name, address and phone number of interior decorator
- (f) proof of Liability Insurance for limits of \$2,000,000 and valid WCB coverage from the contractor.

8. Contractors carrying out work to any strata lot are restricted to hours of operation between 8:00 a.m. to 5:00 p.m. Monday to Friday. No work is permitted on Saturdays, Sundays or Statutory Holidays which are:

- | | |
|----------------------|-----------------|
| New Year's Day | Good Friday |
| Victoria Day | Canada Day |
| British Columbia Day | Labour Day |
| Thanksgiving Day | Remembrance Day |

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Christmas Day

Boxing Day

9. All alterations and renovations must be completed within 60 days. Any extension is to be approved in writing by the strata council who have the discretion of imposing a fee in the amount of \$10.00 per day for every day that the renovation is in progress after the 60 day initial period. All work will be undertaken in accordance with the strata corporation bylaws and rules in place.

10. Parking by tradespersons and contractors is to be in designated areas only. Tradespersons and contractors are not to park in visitors parking without council approval.

11. Any debris resulting from the renovation or alteration is to be removed from the premises by the contractor, and may not be discarded in the strata garbage room. The strata lot owner involved will be responsible for any such debris left in the strata garbage room, and will be charged for the cost of removal.

Bylaw 6. Obtain Approval Before Altering Common Property

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. An owner, as part of the application to the strata corporation for permission to alter common property, limited common property or common assets, must submit, in writing, detailed plans and description of the proposed alteration

3. 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.

4. An owner may be permitted to make certain changes or alterations to the common property or limited common property provided that **prior written permission** of the strata corporation is obtained and all work is done in accordance with any applicable strata corporation imposed guidelines. Examples of the types of changes that may be permitted, upon receipt of strata corporation approval, include, but may not be limited to:

- (a) Installing retractable awnings over the patios and decks
- (b) Installing a screen door(s) or phantom screen door(s)
- (c) Installing solar film on windows
- (d) Installing outside security lighting

5. Alterations which change the exterior appearance of the building and/or deck/patio enclosures will not be permitted without prior written approval of the council.

6. The same obligations of an owner and restrictions applying to the work, or proposed work as set out in bylaw (5) also apply to alterations or renovations undertaken, or planning to be undertaken, to common property, including limited common property or common assets.

7. An owner who alters common property or limited common property without adhering to these bylaws, may be ordered to restore, at the owner's sole expense, the common property, limited

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common property or common assets, as the case may be, to its original condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may arrange for the restoration, at the expense of the owner who altered the common property, limited common property or common assets. The cost of such alteration shall be added to and become part of the strata fees of the offending owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

Bylaw 7. Permit Entry to Strata Lot

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 hour's 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 *Strata Properties Act*.

2. The notice referred to in subsection 1.(b), above, must include the date and approximate time of entry and the reason for entry.

3. In the event of an emergency emanating from, or affecting, a strata lot whose occupant cannot be contacted, access by force may be used if it is for the protection and/or preservation of life or safety of any person, the common property, common facilities or other assets of the strata corporation. Any strata lot owner who fails to provide a means of access shall be responsible for any costs, expenses or damages incurred by the strata corporation gaining such entry. Access for this purpose shall be deemed not to constitute a trespass.

4. Where the strata corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or the common property, the strata corporation and its agent shall, in carrying out any work or repairs, do so in a proper and workmanlike manner and shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.

Division 2 -- Powers and Duties of Strata Corporation

Bylaw 8. Repair and Maintenance of Property by Strata Corporation

1. The strata corporation must repair and maintain all of the following:

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- (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) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan that is not a 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) 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.

2. The strata corporation must insure against major perils, as set out in the *Strata Property Act*, section 149, and Regulations, section 9.1(2), including without limitations, earthquakes.

Bylaw 9. Damage to Property

1. The strata corporation shall not be responsible to an owner for any loss, damage or expense to the owner caused by an overflow or leakage of water arising from any adjoining strata lots where such leakage or overflow results from the wrongful act, neglect or negligence of any other owner or the owner's employees, agents, or invitees or tenants, except to the extent attributable to the strata corporation failing to fulfill its duties under the *Strata Property Act*.

2. Subject to the provisions of the *Strata Property Act* and Regulations, the strata corporation may assess a special levy on a unit entitlement basis for the expenditure required to cover the insurance deductible resulting from a loss due to an earthquake, or other major peril, to be paid by the Strata Corporation to repair or replace damaged common property.

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Division 3 - Council

Bylaw 10. Council Size

1. The council, elected by the owners to carry out the duties specified in the legislation and these bylaws, shall have at least 3 and not more than 7 members.

Bylaw 11. Council Eligibility

1. No person may stand for council or continue to be on council with respect to a strata lot if the corporation has registered a lien against that strata lot under section 116 of the *Strata Property Act*.

Bylaw 12. Council Members' Terms

1. The term of office of a council member ends at the end of the next annual general meeting at which the new council is elected.

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

3. If a council member is unable to continue to be on council pursuant to **Bylaw 11.1.**, above, then that council member is deemed to have resigned.

Bylaw 13. Removing Council Member

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.

Bylaw 14. Replacing Council Member

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.

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2. A replacement council member may be appointed 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 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the *Strata Property Act*, the Regulations and the strata corporation's bylaws respecting the calling and holding of meetings.

Bylaw 15. Officers

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

Bylaw 16. Calling Council Meetings

1. Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
2. The notice does not have to be in writing.
3. A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
4. Notwithstanding **Bylaw 18**, during an emergency all members of council available to be present will constitute a quorum.

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5. In the absence of both the president and the vice president, the members present must, from among themselves, appoint a chair for that meeting, who has all the duties and powers of the president while so acting.
6. The council must inform owners about a council meeting as soon as possible after the meeting has been called.

Bylaw 17. Requisition of Council Hearing

1. An owner or tenant may request a hearing at a council meeting by application in writing, stating the reason for the request.
2. If a hearing is requested under **Bylaw 17.1.**, above, 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 after the hearing.

Bylaw 18. Quorum of Council

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

Bylaw 19. Council Meetings

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.
2. If a council meeting is held by electronic means, council members are deemed to be present in person.
3. Owners may attend council meetings as observers.
4. Despite **Bylaw 19.3.**, above, 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.

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Bylaw 20. Voting at Council Meetings

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 or, in the president's absence, the vice 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.

Bylaw 21. Council to Inform Owners of Minutes

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

Bylaw 22. Delegation of Council's Powers and Duties

1. Subject to **sections 2., 3. and 4.** of this **Bylaw**, which follow, 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 delegates the authority to make an expenditure of a specific amount for a specific purpose.
3. The council may not delegate its power when dealing with legal matters.
4. The council may not delegate its powers to determine, based on the facts of a particular case, as to
 - (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 or other amenities.

Bylaw 23. Spending Restrictions

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 **Bylaw 23.1.** above, 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

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required to ensure safety or prevent significant loss or damage.

3. All cheques drawn on any bank account of the strata corporation shall be signed by at least two officers of the strata council except where a property manager has been authorized to make expenditures and sign cheques when only one strata corporation officer need also sign.

4. The amount that may be expended under Section 98(2) of the *Strata Property Act* is increased from \$2,000.00 to \$8,000.00 or 3% of the total contribution to the operating fund for the current year, whichever is less.

Bylaw 24. Limitation of Liability of Council Member

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 council.

2. **Bylaw 24.1.**, above, does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 - Enforcement of Bylaws and Rules

Bylaw 25. Options to Enforce a Bylaw or Rule

1. To enforce a bylaw or rule the strata corporation may do one or more of the following:

(a) impose a fine under these bylaws

(b) remedy a contravention of the bylaws or rules by doing what is reasonably necessary to effect compliance as provided for under section 133 of the *Strata Property Act*

2. Before enforcing a bylaw or rule the strata corporation may give a person a warning or may give the person time to comply with the bylaw or rule.

Bylaw 26. Complaint, Right to Answer and Notice of Decision

1. The strata council must not impose a fine for a contravention of a bylaw or rule unless the strata corporation has received a complaint in writing about the contravention and has given the owner and tenant notice with particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant.

2. The strata corporation must give notice of a decision in writing to the owner, and/or tenant if applicable, as soon as feasible and, in any event, within one month.

3. Once the requirements referred to in this section have been complied with, the strata council

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may impose a fine for a continuing contravention of that bylaw or rule without further compliance with this section.

Bylaw 27. Fines for Bylaw or Rule Infractions

1. Subject to compliance with **Bylaw 26**, the strata council, in addition to any other rights or remedies that it has available in law, may levy a fine in its sole and absolute discretion in an amount not to exceed a maximum of \$200.⁰⁰ for each contravention of a bylaw of the strata corporation.
2. Additional fines and penalties may be levied related to contravention of the rental restrictions per **Bylaw 3.11.6**.
3. In addition to any other rights or remedies that it has available in law, the strata council may levy a fine in its sole and absolute discretion in an amount not to exceed a maximum of \$50.⁰⁰ for each contravention of a rule of the strata corporation.
4. In addition to any fines payable under these bylaws, any costs or expense incurred by the strata corporation in enforcing the bylaws or rules shall be added to and become part of the assessment of the owner for the month next following the date on which the fines were imposed and/or costs were incurred and shall become due and payable on the date of payment of such monthly assessment.
5. In addition to interest payable pursuant to **Bylaw 1.4.**, payments of assessments not received by the tenth (10) day of the month in question may be considered to be in arrears and subject to a twenty-five dollar (\$25.00) financial penalty. If payment is not received by the last day of the month in question an additional seventy-five dollar (\$75.00) penalty may be assessed for the subject month and for each subsequent month that the payment is in arrears.
6. If a tenant fails to pay an assessment within 30 days under this Division, the strata corporation may collect the fine or costs from the owner.

Bylaw 28. Continuing Contravention

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.
2. In the event that the strata council places a lien against a strata lot for the collection of funds owing, pursuant to Section 116 of the *Strata Property Act*, the owner is responsible for all solicitor and other costs incurred.

Bylaw 29. Authority to Bring Small Claims Court Action

1. The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person money owing to the strata corporation,

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including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs of remedying a contravention of the bylaws or rules. Further, the strata corporation may recover money which it is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

Division 5 - Annual and Special General Meetings

Bylaw 30. Person to Chair Meeting

1. Annual and special general meetings must be chaired by the president of the council.
2. If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
3. If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Bylaw 31. Participation by Other Than Eligible Voters

1. Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
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.
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.

Bylaw 32. Voting

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, 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.

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6. Despite anything to the contrary in this section, an election of council must be held by secret ballot.
7. If the strata corporation is entitled to register a lien against a strata lot under section 116(1) of the *Strata Property Act*, then the vote for the strata lot shall not be exercised at any annual or special general meeting, except on matters requiring a unanimous vote.
8. If a vote for a strata lot may not be exercised pursuant to this bylaw then that strata lot's vote must not be considered for the purposes of determining a quorum in accordance with section 48 or for the purposes of section 43(1), 46(2) and 51(3) of the *Strata Property Act*.

Bylaw 33. Order of Business

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. If within ½ hour from the time appointed for a general meeting a quorum is not present, the meeting stands adjourned to the same day in the next week at the same place and time. If at this adjourned meeting a quorum is not present within ½ hour from the time appointed for the meeting, the persons present entitled to vote constitute 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;

Bylaw 33.1. Order of Business (Continued)

- (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 *Strata Property Act* (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.

(33.2) Quorum for annual and special general meetings

If within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting stands adjourned for 15 minutes. The meeting shall be reconvened 30 minutes from the appointed time at the same place and if a quorum is still not present, the eligible

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voters present in person or by proxy shall be deemed to constitute a quorum.”

Division 6 - Other Subjects

Bylaw 34. Voluntary Dispute Resolution

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 *Strata Property Act*, the 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 that have been agreed to, or chosen by a method that is agreed to, by all the disputing parties.
3. The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.
4. Notwithstanding **Bylaw 34.1.(a)**, above, should a party to the dispute be the strata corporation, the strata corporation shall not unreasonably withhold its consent under sub-section 1(a) and shall, should consent be withheld, within 14 days of the strata corporation deciding to withhold its consent, the strata council shall inform the other party or parties to the dispute in writing of the reasons for the strata corporation withholding its consent.
5. **Bylaw 22.4.** does not apply to this dispute resolution bylaw.

Bylaw 35. Self Management

1. Should the strata corporation decide at a future date that the needs of the strata corporation might be served by self management, then such change would require approval of not less than seventy five percent (75%) of all owners.

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APPENDIX

A Partial List of Strata Property Act Definitions and Interpretations

"**assessed value**" means the value assessed under the *Assessment Act*;

"**bylaw**" means a bylaw of a strata corporation

"**common asset**" means

- (a) personal property held by or on behalf of a strata corporation, and
- (b) land held in the name of or on behalf of a strata corporation, that is
 - (i) not shown on a strata plan, or
 - (ii) shown as a strata lot on a strata plan

"**common expenses**" means expenses

- (a) relating to the common property and the common assets of the strata corporation, or
- (b) required to meet any other purpose or obligation of the strata corporation;

"**common property**" means

- (a) that part of the land and buildings shown on a strata plan that is not part of a strata lot, and
- (b) pipes, wires, cables chutes, ducts and other facilities for the passage of or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, heating and cooling systems, or other similar services, if they are located
 - (i) within a floor, wall or ceiling that forms a boundary
 - (A) between a strata lot and another strata lot,
 - (B) between a strata lot and the common property,
 - (C) between a strata lot or common property and another parcel of land, or
 - (ii) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property;

"**contingency reserve fund**" means a fund for common expenses that usually occur less often than once a year or that do not usually occur, or as set out in section 92 (b)

"**eligible voters**" means persons who may vote under sections 53 to 58;

"**judgment**" means a judgment of a court, and includes costs awarded in respect of the judgment;

"**landlord**" means an owner who rents a strata lot to a tenant

* "**limited common property**" means common property designated for the exclusive use of owners of one or more strata lots;

*[Note to new VIS2576 owners: Balconies, patios and terraces are examples of exclusive use "limited common property"]

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A Partial List of Strata Property Act Definitions and Interpretations (Con't)

“**majority vote**” means a vote in favour of a resolution by more than ½ of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;

“**occupant**” means a person, other than an owner or a tenant, who occupies a strata lot;

“**operating fund**” means a fund for common expenses that usually occur either once a year or more often than once a year, as set out in section 92 (a);

“**owner**” means a person who is a person shown in the register of a land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the person’s own right or in a representative capacity; unless there is

- (a) a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale, or
- (b) a registered life estate, in which case it means a tenant for life;

“**purchaser**” means a person who enters into an agreement to purchase a strata lot;

“**quorum**” at an annual or special general meeting is the eligible voters holding 1/3 of the strata corporation's votes, present in person or by proxy;

“**quorum**” of a strata council is **Bylaw 17.1**;

“**regulations**” means regulations made by the Lieutenant Governor in Council;

“**residential strata lot**” means a strata lot designed or intended to be used primarily as a residence;

“**rule**” means a rule of a strata corporation made under section 125 or 197;

“**Standard Bylaws**” means the bylaws set out in the Schedule of Standard Bylaws;

“**strata corporation**” means a strata corporation established under section 2;

“**strata lot**” means a lot shown on a strata plan

“**tenant**” means a person who rents all or part of a strata lot, and includes a subtenant or a tenant for life under a registered life estate;

“**¾ vote**” means a vote in favour of a resolution by at least ¾ of the votes cast by the eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;

“**unanimous vote**” means a vote in favour of a resolution by all the votes of all the eligible voters;

A Partial List of *Strata Property Act* Definitions and Interpretations (Con'd)

“**unit entitlement**” of a strata lot means the number indicated in the Schedule of Unit Entitlement established under section 246, that is used in calculations to determine the strata lot’s share of:

- (a) the common property and the common assets, and
- (b) the common expenses and liabilities of the strata corporation.

Note: A word or expression in this Act has the meaning given to it in the *Land Title Act*, unless it is defined in this Act or the context requires otherwise.

For a complete list of definitions go to the *Strata Property Act*, Part 1.