

1. Contact

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File No. MAT11377 / JJH

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-I Amendment to Bylaws**

3. Description of Land

PID/Plan Number

Legal Description

**VIS7017**

**THE OWNERS, STRATA PLAN VIS7017**

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Johnathan Justin  
Hanson WBL869**

**Digitally signed by  
Johnathan Justin Hanson  
WBL869  
Date: 2023-03-27  
13:23:42 -07:00**

Supplied to StrataDocs 2023/04/05  
Ordered by Andrew Plank 2023/05/27

Ordered By: Andrew Plank of Royal LePage Coast Capital - Chatterton on 2023/05/27  
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*Strata Property Act*

**FORM I**

[am. B.C. Reg. 312/2009, s. 7.]

**AMENDMENT TO BYLAWS**

*(Section 128)*

The Owners, Strata Plan VIS 7017 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 March 20, 2023:

**RESOLUTION #4 (¾ Vote)** – Adopt STR Prohibition, Form K Provision and Owner Responsibility for Tenant Bylaws

**BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS STRATA PLAN VIS7017 THAT THE STRATA CORPORATION REPEAL THE EXISTING RENTAL RESTRICTION BYLAW #3(4) AND ADOPT THE FOLLOWING BYLAWS:**

**3.1 Prohibition against use of Strata Lot as a Short-Term Rental**

- (1) For the purposes of this bylaw “short term rental” means:
  - (a) the use of all or a part of a residential strata lot for the accommodation of persons including but not limited to travelers and the vacationing public for periods of under 30 days, and without limitation, includes vacation rentals, executive rentals, boarding, hostel use, hotel and motel use, and bed and breakfast accommodation;
  - (b) and includes situations involving any of the uses set out in subsection (1) where a license is granted or a rental agreement is entered into for a period of longer than 30 days, where the occupant under the license agreement or tenant under the rental agreement occupies the strata lot for less than 30 days; but
  - (c) does not include the accommodation of visitors without receipt of remuneration, house sitting, or pet sitting where the house sitter or pet sitter is remunerated for their services, or home exchanges where no remuneration exchanges hands.
- (2) Owners, occupants, and tenants may not:
  - (a) rent, lease, or provide a license of occupancy to all or any part of their residential strata lot for use as a short-term rental; or
  - (b) market, list, offer or advertise all or any part of their residential strata lot as being available for use as a short-term rental.
- (3) Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection (2)(a) of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$1,000.00 or such higher amount as then permitted under the Strata Property Regulation, for each night the residential strata lot is used as a short-term rental.

\* Section 128(2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

- (4) Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection (2)(b) of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$200.00 or such higher amount as then permitted under the Strata Property Regulation, for each time the strata lot is advertised or marketed as being available for use as a short-term rental.

### 3.2 Provision of Form K and Tenancy Agreement

- (1) Where an owner rents or leases all or part of their strata lot to a tenant, such owner must:
- deliver to each tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K;
  - provide the Strata Corporation with written notice of each tenant's name, phone number and email address, and the name of all occupants who will be residing with the tenant and their contact information (if any);
  - within two weeks of renting a strata lot, provide the strata corporation a copy of the Form K—Notice of Tenant's Responsibilities signed by all tenants, in accordance with s. 146 of the Act; and
  - provide a copy of the tenancy agreement with their tenant to the Strata Corporation.
- (2) Unless exempted by the Council in writing, all non-resident owners must provide an email address to the Strata Corporation for the purpose of receiving notices, records, or documents from the Strata Corporation.
- (3) The Strata Corporation may provide owners and tenants with documents, notices of council meetings, general meetings and electronic general meetings by email to the email address provided by them under subsections (1) and (2) above.
- (4) Owners who fail to provide a Form K and / or their tenancy agreement as required by these bylaws may be subject of a fine of up to \$200 per week, until the Form K has been provided.

### 3.3 Landlord's and owner's responsibility for fines and costs incurred by tenant

- (1) If a tenant, or a tenant's occupant is accused of contravening a bylaw or being responsible for damage or remedial costs then the Strata Corporation must follow the procedure set out in section 135 of the Strata Property Act with the tenant, before levying the cost of any damages, or a deductible, a fine, or any other remedial cost against the tenant. The Strata Corporation must not take action directly against the owner without first giving due process to the tenant.
- (2) If after complying with subsection (1), the strata corporation fines a tenant or requires a tenant to pay the costs of remedying a contravention of the bylaws or rules, the strata corporation may collect the fine or costs from the tenant, that tenant's landlord and the owner, but may not collect an amount that, in total, is greater than the fine or costs.
- (3) If the landlord or owner pays some or all of the fines or costs levied against the tenant, the tenant owes the landlord or owner the amount paid.
- (4) Where a tenant or occupant fails to pay a user fee imposed under the bylaws or rules for a use of common property or common assets, the strata corporation may inform the

\* Section 128(2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

landlord or owner of the strata lot at which the tenant or occupant resides of the unpaid fee and collect it from the landlord or owner.

**3.4 Evictions of tenants who contravene bylaws**

- (1) In addition to the levying of fines, the collection of remedial costs, any other remedies it may have under these bylaws, the Strata Corporation may pursuant to section 138 of the Strata Property Act, commence and prosecute the eviction of a tenant who has repeatedly or continuously contravened a reasonable and significant bylaw, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the Strata Property Act expend funds from the contingency reserve fund on the legal fees and disbursements up to \$5,000 per case, to conduct the proceedings.

Moved: SL 22

Seconded: SL 51

Carried with 25 in favour, 1 opposed and 0 abstained.

**RESOLUTION #5 (3/4 Vote) – Consolidation Resolution**

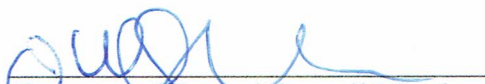
**BE IT RESOLVED BY A 3/4 VOTE OF THE OWNERS STRATA PLAN VIS 7017 THAT THE REGISTERED BYLAWS OF THE STRATA CORPORATION BE AMENDED BY ADOPTING ALL OF THE BYLAWS PASSED AT TODAY’S MEETING AND ADDING THEM TO THE EXISTING BYLAWS AND, RENUMBERING AND MAKING NON-SUBSTANTIVE ANCILLARY CHANGES AS REQUIRED, AND BY FILING A NEW CONSOLIDATED COPY OF THE BYLAWS IN THE LAND TITLE OFFICE WHICH CONSOLIDATED COPY SHALL BE DEEMED TO BE THE BYLAWS OF THE STRATA CORPORATION**

Moved: SL 51

Seconded: SL 22

Carried with 25 in favour, 0 opposed, and 1 abstained.

  
 \_\_\_\_\_  
 Signature of Council Member

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

\* Section 128(2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

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Ordered By: Andrew Plank of Royal LePage Coast Capital - Chatterton on 2023/05/27  
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**BONDS LANDING**

**STRATA PLAN VIS 7017**

**BYLAWS**

Supplied to StrataDocs 2023/04/05  
Ordered by Andrew Plank 2023/05/27

As amended as the AGM held on March 20, 2023

# STRATA PLAN VIS 7017 BYLAWS

March 20, 2023

The fundamental purpose of these bylaws is to allow all residents to be permitted full enjoyment and use of their own strata lot and common facilities.

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

### General & payment of strata fees

1. All owners and tenants must comply strictly with the Bond's Landing bylaws, and all other bylaws of the strata corporation and/or Strata Property Act of B.C., and with rules and regulations which may be adopted from time to time.
  - (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
  - (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

### Repair and maintenance of property by owner

2.
  - (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
  - (2) An owner who has the use of limited common property must repair and maintain it; except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
  - (3) In addition to the general requirement to maintain an owner's strata lot under subsection (1), an owner shall repair and properly maintain all electrical and plumbing appliances, fittings and fixtures in his or her strata lot and shall report immediately to the management company employed by the strata corporation any malfunction or short-circuits involving the electrical system, water, pipes or drains. In any case, where an owner fails to so repair or maintain same and damage is caused as a result of any malfunction or any defective fixture or fitting, the owner shall be solely responsible for the cost of repairing such damage and for any and all legal costs incurred by the strata corporation in collecting such funds on a solicitor and own client basis.

## Use of property

3. (1) In general, an owner, tenant, occupant or visitor must not use a strata lot, 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 another strata lot, the common property or common assets,
  - (d) is illegal,
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication by the strata plan, or
  - (f) cause damage, other than reasonable wear and tear, to the common property, the common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) **Specific Prohibitions:** Without limiting the requirements and prohibitions under sub-section (1) the following specific prohibitions shall apply to use of the property. Owners, tenants, occupants and visitors shall not:
- (a) use a strata lot for any purpose which may be illegal or injurious to the reputation of the building;
  - (b) store on a balcony or patio any trunks, freezers, goods, chattels, or other material of any kind with the exception of patio furniture (defined as an umbrella (8 ft diameter maximum), table and chairs designed for outdoor use), a propane gas barbeque, bicycles, flower boxes and gardening accessories that are organized in a neat and tidy fashion, preferably in a garden box suitable for a balcony or patio.
  - (c) hang any clothing, laundry or other items over any balcony railings or from any line or apparatus erected on or suspended from any balcony or any portion of a strata lot so as that such clothing or laundry is visible from the exterior of the building;
  - (d) sweep or throw any debris, fluid or garbage from any balcony or shake any rugs, mops, tablecloths or dust cloths from any balcony;
  - (e) in any way carry on any activity which would disturb any other resident; which may include but is not limited to use of washer/dryers, vacuums or dishwashing machines between the hours of 10:00 pm and 8:00 am;
  - (f) feed any birds from any balcony or patio forming part of the strata lot or from the common property;
  - (g) conduct any business activity of any kind from any strata lot or from the common property, other than that which can be conducted primarily over telephone or cable lines, it being the intent that strata lots are to be used for residential purposes only, notwithstanding that such

- business or use may be permitted under any municipal Home Occupation Bylaw; except those strata lots designated as live/work.
- (h) hang any sun drapes or other window coverings which are visible from the exterior of the building except of a white or off-white colour; cover any window with aluminum foil, paper, plastic or other similar item nor paint any exterior doors or balcony exteriors or balcony railing or deck any colour not approved by the strata council or install door knockers, peep holes or make other modifications to any exterior doors or install any railing, awning, free-standing shelter, antenna or similar matter on any balcony or patio without the written consent of the strata council. The purpose of this sub-section is to ensure some degree of uniformity with the exterior of the building;
  - (i) overload any electrical services or undertake any action or permit anything to be done which would increase the risk of fire or the rate of fire insurance premiums on the building or breach any appropriate rule, ordinance or bylaw of any municipal, provincial or federal regulatory agency with respect to safety;
  - (j) allow a strata lot or adjacent areas to be untidy and to accumulate or store any garbage or refuse;
  - (k) undertake or do anything in any strata lot or on the common property that is contrary to any statute, ordinance, bylaw or regulation of any appropriate government authority;
  - (l) make any undue noise in or about any strata lot, or on common property, or disturb any other resident and in all cases stereos, televisions, musical instruments and similar apparatus are not to be played in such a manner so as to disturb other residents. ;
  - (m) erect any sign, advertisement, or notice on any strata lot or any portion thereof or on the common property or limited common property without the written consent of the strata council;
  - (n) replace any existing flooring materials without the written permission of the strata council, which permission shall not be unreasonably withheld;
  - (o) use any common area power for more than one hour per day (usage beyond this level may result in billing being imposed by the strata council);
  - (p) rollerblade, skateboard or the like on internal common areas including parkades, elevators and walkways;
  - (q) smoke anywhere on the common property or limited common property of the strata corporation, including but not limited to decks, patios, walkways, halls, stairs, elevators, parking lot, locker rooms, guest suites, etc. or allow tobacco smoke or other odorous fumes to escape from their strata lot and contaminate the air in other strata lots or common areas;



- (r) plant anything in any of the common areas without the prior written permission of the strata council;
  - (s) install festive decorative elements on the common or limited common property of the building, except during the holiday season, December 1 to January 15;
  - (t) leave open or ajar any common property entry doors at any time so as to prevent access by unauthorized persons;
  - (u) leave the garage gate area upon entering or exiting the parking garage until the gate is completely closed.
- (3) **Residency:** The following prohibitions apply to residency in a strata lot:
- (a) In no case shall a studio, loft or one (1) bedroom strata lot be occupied by more than two (2) persons. The strata council may, at its sole discretion, approve exceptions to part (a) of this sub-section for owner occupiers in unusual circumstances.
- (4) **Pets:** No animals, livestock, fowl, reptiles or pets shall be kept in any strata lot or on common property other than those listed below and then subject to the restrictions specified:
- (a) one large dog or two small dogs under 25 lbs each or two cats or one cat and one small dog (under 25 lbs);
  - (b) notwithstanding sub-section (a), an owner, tenant or occupant, may temporarily keep a visitor's dog (regardless of size) in a strata lot for no longer than one week;
  - (c) up to two caged budgies, canaries, or other small domestic type caged birds of similar size as a canary or budgie, per strata lot;
  - (d) a reasonable number of fish or other small aquarium animals. Aquariums for the display of tropical fish or small reptiles except snakes. Aquariums must be of sturdy nature and the owners of such aquariums will be held responsible for any damages arising to common property or any strata lot as a result of leakage or spillage from the aquarium. The strata lot owner shall not be able to make a claim on the strata corporation's insurance policy in the event of damage to their strata lot;
  - (e) the strata council shall investigate any complaints received from owners (such complaints to be made in writing) and may, in their sole discretion, require that a permitted pet be removed from the strata corporation if they are of the opinion that such pet is a nuisance and is disturbing other strata lot owners in their use and enjoyment of their strata lots or the common property. Should such owner fail to remove their pet permanently from the strata corporation (including the individual's strata lot), then the strata council may:
    - (i) levy a fine for contravention of this bylaw in accordance with Division 4;
    - (ii) take legal action to require the removal of such pet.

any costs (including all legal costs on a solicitor and own client basis) resulting from such actions shall be the sole responsibility of the strata lot owner. For the purposes of this bylaw a nuisance shall be defined as excessive noise, or damage being done to the common property, or aggressive behaviour towards residents. A nuisance complaint must be in writing and an owner will be required to remove or have a pet removed when three successive complaints are received, after the offending owner has been advised to correct the problem;

- (f) visitors' animals brought onto the common property or limited common property shall be subject to the same rules of behaviour and restraint as apply to owner's animals. Each owner shall be fully responsible for animals accompanying visitors to their strata lot;
  - (g) the owner of a pet shall be responsible to remove his or her pet's excrement from any strata lot or the common property;
  - (h) the owner of a pet including visitors must ensure that all dogs are leashed on common property and under their control at all times;
  - (i) cats shall not be permitted to roam freely on the common property;
  - (j) cat litter cannot be flushed down the toilet.
- (5) **Parking:** Owners, residents and guests shall park only in those spaces specifically designated to them. The following restrictions apply to the use of parking spaces:
- (a) there shall be no unlicensed vehicles in any parking space within the strata corporation except where an owner has a vehicle which is in good repair but he/she wishes to have the vehicle unlicensed and off the road for a period of up to six (6) months the owner may do so upon application and by providing written proof of liability insurance to the strata council;
  - (b) there shall be no derelict vehicles parked anywhere on the property. A derelict vehicle is one which shall be defined as being not presently roadworthy or is, in the opinion of a majority of the strata council, unsightly;
  - (c) there shall be no repairs, oil changes or other maintenance operations carried out on the property;
  - (d) owners shall clean up any fluid spillage from their vehicles and in the event a spillage is not properly cleaned the strata council may order the work done and shall hold the owner liable for the expense of such clean up;
  - (e) no owner or resident shall store any material in their parking stalls without the written permission of the strata council;
  - (f) an owner shall not rent or lease his or her parking stall to other than another resident within the building.

- (6) **Lockers:** Each strata lot shall be entitled to one (1) storage locker. The location of the storage lockers shall be designated. The following rules apply to the use of lockers:
- (a) no strata lot owner or resident shall do anything to change or modify the basic perimeter structure of the storage locker. Adequate ventilation is important to avoid potential mildew and mould problems and odour in those areas, and nothing shall be done to inhibit ventilation. There shall be no storage of any flammable material including paint, paint thinner, gasoline or propane tanks or similar combustibles;
  - (b) should an owner not comply with the provisions of sub-section (7)(a) within twenty-one (21) days of receipt of a notice from the strata council, the strata council or their duly authorized agent may (but is not obligated to) remedy such default including the right if necessary to forcibly enter such locker. The strata council shall not be liable for any damage to or loss of any items stored in the locker. The defaulting owner shall be solely responsible for all costs incurred in remedying such default.
- (7) **Waterbeds & Furnishings:** Owners, tenants and occupants shall not use water beds or water filled furniture in any strata lot.
- (8) **Signage:** An owner must not place, or permit the owner's sales agent or rental manager to place, any sale, rental or other sign on a strata lot or the common property other than on the master board approved by the strata corporation.

### Prohibition against use of Strata Lot as a Short-Term Rental

- 3.1 (1) For the purposes of this bylaw "short term rental" means:
- (a) the use of all or a part of a residential strata lot for the accommodation of persons including but not limited to travelers and the vacationing public for periods of under 30 days, and without limitation includes vacation rentals, executive rentals, boarding, hostel use, hotel and motel use, and bed and breakfast accommodation;
  - (b) and includes situations involving any of the uses set out in subsection (1) where a license is granted or a rental agreement is entered into for a period of longer than 30 days, where the occupant under the license agreement or tenant under the rental agreement occupies the strata lot for less than 30 days; but
  - (c) does not include the accommodation of visitors without receipt of remuneration, house sitting, or pet sitting where the house sitter or pet sitter is remunerated for their services, or home exchanges where no remuneration exchanges hands.

- (2) Owners, occupants, and tenants may not:
  - (a) rent, lease, or provide a license of occupancy to all or any part of their residential strata lot for use as a short-term rental; or
  - (b) market, list, offer or advertise all or any part of their residential strata lot as being available for use as a short-term rental.
- (3) Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection (2)(a) of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$1,000.00 or such higher amount as then permitted under the Strata Property Regulation, for each night the residential strata lot is used as a short-term rental.
- (4) Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection (2)(b) of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$200.00 or such higher amount as then permitted under the Strata Property Regulation, for each time the strata lot is advertised or marketed as being available for use as a short-term rental.

### **Provision of Form K and Tenancy Agreement**

- 3.2**
- (1) Where an owner rents or leases all or part of their strata lot to a tenant, such owner must:
    - (a) deliver to each tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K;
    - (b) provide the Strata Corporation with written notice of each tenant's name, phone number and email address, and the name of all occupants who will be residing with the tenant and their contact information (if any);
    - (c) within two weeks of renting a strata lot, provide the strata corporation a copy of the Form K—Notice of Tenant's Responsibilities signed by all tenants, in accordance with s. 146 of the Act; and
    - (d) provide a copy of the tenancy agreement with their tenant to the Strata Corporation.
  - (2) Unless exempted by the Council in writing, all non-resident owners must provide an email address to the Strata Corporation for the purpose of receiving notices, records, or documents from the Strata Corporation.
  - (3) The Strata Corporation may provide owners and tenants with documents, notices of: council meetings, general meetings and electronic general meetings by email to the email address provided by them under subsections (1) and (2) above.
  - (4) Owners who fail to provide a Form K and / or their tenancy agreement as required by these bylaws may be subject of a fine of up to \$200 per week, until the Form K has been provided.

## **Landlord's and owner's responsibility for fines and costs incurred by tenant**

- 3.3** (1) If a tenant, or a tenant's occupant is accused of contravening a bylaw or being responsible for damage or remedial costs then the Strata Corporation must follow the procedure set out in section 135 of the Strata Property Act with the tenant, before levying the cost of any damages, or a deductible, a fine, or any other remedial cost against the tenant. The Strata Corporation must not take action directly against the owner without first giving due process to the tenant.
- (2) If after complying with subsection (1), the strata corporation fines a tenant or requires a tenant to pay the costs of remedying a contravention of the bylaws or rules, the strata corporation may collect the fine or costs from the tenant, that tenant's landlord and the owner, but may not collect an amount that, in total, is greater than the fine or costs.
- (3) If the landlord or owner pays some or all of the fines or costs levied against the tenant, the tenant owes the landlord or owner the amount paid.
- (4) Where a tenant or occupant fails to pay a user fee imposed under the bylaws or rules for a use of common property or common assets, the strata corporation may inform the landlord or owner of the strata lot at which the tenant or occupant resides of the unpaid fee and collect it from the landlord or owner.

## **Evictions of tenants who contravene bylaws**

- 3.4** (1) In addition to the levying of fines, the collection of remedial costs, any other remedies it may have under these bylaws, the Strata Corporation may pursuant to section 138 of the Strata Property Act, commence and prosecute the eviction of a tenant who has repeatedly or continuously contravened a reasonable and significant bylaw, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the Strata Property Act expend funds from the contingency reserve fund on the legal fees and disbursements up to \$5,000 per case, to conduct the proceedings.

## **Inform strata corporation**

- 4.** (1) Within two (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) An owner leasing or renewing a lease shall first complete a Notice of Tenant's Responsibilities Form K of the Act prior to the tenant taking up residence in the strata lot. The owner must provide the completed Form K to the property manager within 2 weeks of the tenant taking up residence in the strata lot.

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

5. (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) balconies or other things attached to the exterior of a building;
  - (d) doors, windows (including the casings, the frames and the sills of such doors, windows) 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 or balcony;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.
- (4) For the strata's records, any alterations to a strata lot contemplated by an owner must be brought to the attention of the Strata Council in writing, as such betterments or improvements would no longer form part of the Strata's insurance coverage.
- (5) Approval for any structural changes to a strata lot proposed by an owner is contingent upon receipt of confirmation from a structural engineer that such proposed changes to a strata lot do not compromise the structural integrity of the building and do not adversely affect any load bearing walls. Plans certified by a structural engineer are to be submitted to Council for their review.
- (6) An owner, tenant or occupant may not remove or alter, and the strata corporation must not remove, alter or be required to approve the removal or alteration of any building components incorporated in any original building construction for the purpose of noise abatement or noise reduction.

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

6. (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

- (2) An owner is permitted to install a removable frosted decal called “Etched Glass”, in a size not to exceed 24 inches x 36 inches and placed in the center of the interior pane on the limited common property balcony glass panel.
- (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 and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.
- (4) An alteration to the common property not approved under section (1) above will be considered vandalism to the Strata Corporation. This bylaw will apply to all strata owners, residents or guests.
  - (a) such vandalism will be subject to a fine not in excess of two hundred dollars (\$200.00) for a breach of this bylaw and all of the terms and conditions of the fine bylaw dealing with frequency with which fines may be levied shall apply hereto.
  - (b) and costs to restore the common property will be levied against the offending strata lot.

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

7. (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
  - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, on 48 hours’ written notice,
    - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under Section 149 of the Act; and
    - (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) The owner shall provide a duplicate key for the strata lot to the strata council provided always that the aforesaid key shall not be used by the strata council except in cases of entry required for annual inspections for which required notice has been given or in the case of a perceived emergency that is a danger to life or emergency involving break-in/burglary, fire or flooding originating from the strata lot.

The keys will be maintained in a secure locked key box within the building. The key must only be utilized in the presence of two of the group comprising the property manager, the caretaker and the members of council. In each case where the key is utilized a written report shall be delivered to the

owner or his/her agent within twenty-four (24) hours of its use setting out the reasons for such entry. In any case where an owner refuses to provide the aforesaid key and forced entry is required, the costs of repairing the damage done shall be the sole responsibility of said owner.

## **Division 2 — Powers and Duties of Strata Corporation**

### **Repair and maintenance of property by strata corporation**

8. The strata corporation must repair and maintain all of the following:
- (1) common assets of the strata corporation;
  - (2) common property that has not been designated as limited common property;
  - (3) limited common property, but the duty to repair and maintain is restricted to:
    - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year;
    - (b) the following, no matter how often the repair or maintenance ordinarily occurs:
      - (i) the structure of a building;
      - (ii) the exterior of a building;
      - (iii) stairs, balconies and other things attached to the exterior of a building;
      - (iv) doors, windows or skylights on the exterior of a building or that front the common property;
      - (v) fences, railings and similar structures that enclose patios and balconies;
      - (vi) pipes, wires, cables, chutes and ducts (including renewal where reasonably necessary) that for the time being exist in the parcel and are capable of being used in connection with the enjoyment of more than one strata lot or common property.
  - (4) a strata lot in a strata plan that is not a bare land strata, but the duty to repair and maintain it is restricted to:
    - (a) the structure of a building;
    - (b) the exterior of a building;
    - (c) stairs, balcony structure (excluding the surfacing) and other things attached to the exterior of a building;
    - (d) the caulking of exterior window frames and door frames;
    - (e) fences, railings and similar structures that enclose patios and balconies;



- (f) pipes, wires, cables, chutes and ducts (including renewal where reasonably necessary) that for the time being exist in the parcel and are capable of being used in connection with the enjoyment of more than one strata lot or common property.

### **Division 3 — Council**

#### **Council size and composition**

9. (1) Strata council will have at least 3 and not more than 7 members.
- (2) The spouse of an owner may serve on council.

#### **Council members' terms**

10. (1) In the election of council members held at the second annual general meeting after passage of these bylaws:
- (a) If the council has an even number of members  $\frac{1}{2}$  the members must be elected for a term of two years and the remainder elected for a term of one year.
- (b) If the council has an odd number of members a simple majority must be elected for a term of two years and the remainder elected for a term of one year.
- (2) In the election of council members held at each annual general meeting after the second general meeting (after which these bylaws were passed) The term of office of a council member will be for two years unless the member is being elected to replace someone who has not completed his or her term, in which case the term of office for that member shall be the remainder of the replaced member's term.
- (To the extent possible, new council members will be elected with terms that have one-half of the council retiring each year). A member's term ends at the end of the annual general meeting for the year in which his or her term expires, at which meeting the new council is selected.
- (3) Where a strata lot is owned by more than one person, only one owner of the strata lot shall be a member of council at any one time.
- (4) A person whose term as council member is ending is eligible for re-election.

#### **Removing council member**

11. (1) Unless all owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) No person shall stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

### **Replacing council member**

12. (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) 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 20% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

### **Officers**

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

## Calling council meetings

14. (1) Any council member may call a council meeting by giving the other council members at least one week's 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;
  - (b) the meeting is required to deal with an emergency situation, and all council members either:
    - (i) consent in advance of the meeting, or
    - (ii) are unavailable to provide consent after reasonable attempts to contact them.

## Requisition of council hearing

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

## Quorum of council

16. (1) A quorum of the council is
- (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,
  - (d) 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 quorum.

## Council meetings

17. (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) An owner may attend a council meeting as an observer when he or she has provided council with written notice of intention to attend at least 48 hours in advance of the meeting.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
  - (a) bylaw contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observer would, in the council's opinion, unreasonably interfere with an individual's privacy.

### **Voting at council meetings**

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

### **Council minutes**

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

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

20. (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that:
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must:
  - (a) set a maximum amount that may be spent, and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.

- (4) The council may not delegate its powers to determine, based on the facts of a particular case:
  - (a) whether a person has contravened a bylaw or rule;
  - (b) whether a person should be fined, and the amount of the fine;

### **Spending restrictions**

21. (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) Subject to subsection (2) above, if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the strata corporation may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to subsection (2) in the same fiscal year, is less than 5% of the total contribution to the operating fund for the current year. No individual expenditure under this provision shall exceed three thousand (\$3,000.00) dollars.

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

22. (1) A council member who acts honestly in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- (3) The strata corporation shall obtain and maintain in force Director's & Officers Liability Insurance for members of the council indemnifying the said members from any claim against them for damages arising as a result of any act taken by the said council or a member of council in good faith in accordance with sub-section (1) above. The cost of said insurance shall be deemed to be a part of the common expense of the strata corporation and shall be included in the annual budget.

## **Division 4 — Enforcement of Bylaws and Rules – Fines**

### **Fines**

23. (1) The strata corporation may fine an owner or tenant a maximum of
  - (a) \$200.00 for each contravention of a bylaw, and
  - (b) \$50.00 for each contravention of a rule.

- (c) In addition to the fines provided above, any owner paying his/her monthly assessment after the first day of the month may be charged an additional fine of twenty-five (\$25.00) dollars for late payment. This charge will be levied on each and every subsequent late payment.
  - (d) In addition to the fines provided in Section 1 (a) above, a fine of two hundred (\$200.00) dollars shall be applied to an owner, lessee, tenant or occupant for an infraction of the move in/out requirements in Bylaw 32.
  - (e) All fines levied under these bylaws shall be added to and form a part of the monthly assessment due on the first of the month immediately following the date on which the fine is levied.
- (2) Small Claims Actions: Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine.

### Continuing Contravention

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

## Division 5 — Annual and Special General Meetings

### Quorum for Adjourned Meetings

25. Notwithstanding Section 48(3) of the Strata Property Act, if within **15 minutes** from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further **15 minutes** from the time appointed and, if within **1/2 hour** from the time appointed a quorum is not present for the meeting, the eligible voters present in person and by proxy shall constitute a quorum.

### Person to chair meeting

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

## Participation by other than eligible voters

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

## Voting

28. (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.
- (8) **Proxies:** The following rules apply to the use of proxies:
- (a) An instrument appointing a proxy shall be in writing signed by the appointee or his/her attorney and may be either general or for a particular meeting;
- (b) A proxy holder need not be an owner;
- (c) Notwithstanding the provisions of these by laws on appointment of a proxy, where the owner's interest is subject to a registered mortgage and where the mortgage provides that the power of vote conferred on an owner under the Act may be exercised by the mortgagee and where the mortgagee has given written notice of his or her mortgage to the corporation, no instrument or proxy shall be necessary to give the

mortgagee the power to vote. The mortgagee shall indicate his or her presence at the calling of the roll and he or she, rather than the owner, shall be issued a voting card.

### **Order of business**

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

### **Division 6 — Voluntary Dispute Resolution**

#### **Voluntary dispute resolution**

- 30.** (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.



- (2) A dispute resolution committee consists of:
  - (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **Division 7 — Marketing Activities**

#### **Selling of strata lots**

31. (1) An owner selling his or her strata lot must ensure that all activities related to the sale of the strata lot including signage and open houses are conducted in such a way as to not annoy or inconvenience residents and under no circumstances can access doors to the strata corporation building be left open and unattended.
- (2) Realtor lock boxes are not permitted anywhere on the common property, with the exception of a VREB lockbox.
- (3) No signs may be erected in or about the strata corporation indicating that a strata lot is for sale other than a reasonable number of signs erected on the day of an open house for the strata lot advertising the open house and signs indicating that the strata lot is for sale posted at locations specified from time to time by the strata corporation.
- (4) In the event that an owner or his or her agent wishes to hold an open house the following policies shall apply:
  - (a) Open houses may only be held between the hours of 9:00 a.m. and 9:00 p.m.
  - (b) At any open house there shall be one person available representing the suite at all times. Visitors to the open house shall not be permitted to wander through the common property unescorted.

### **Division 8 — Miscellaneous Matters**

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

32. (1) In order to cause minimum disruption to residents and in order to protect the building as much as possible, the following procedures must be adhered to:
  - (a) The property manager must be notified in writing seven (7) days in advance of a move;

- (b) Moves may only take place between the hours of 8:00 A.M. and 8:00 P.M. Monday through Saturday, Sunday 10:00 AM to 6:00 PM;
  - (c) Once a request has been received, the property manager will arrange to have the elevator pads hung and will have the caretaker on hand to provide the key to the elevator in preparation for moving day. Damage during a move will be charged to the owner of the suite;
  - (d) A council designate will be responsible to install and remove names on the enterphone panel, when the move has taken place. In the case of a tenant moving in, a Form K, Tenants Responsibilities must be received prior to the name being added to the enterphone panel;
  - (e) In order to protect the security of the building, exterior doors must not be blocked open during moves and a responsible adult must be in attendance.
- (2) A one hundred (\$100.00) dollar charge will be levied for each and every move into the building. Failure to pay or the return of a cheque from the bank shall result in this charge forming a part of the strata fees for that unit commencing with the first day of the month immediately following the move. This one hundred dollar charge will also apply to any move within the building except a move from one strata lot to another on the same floor.
- (3) The pickup and moving out of empty boxes and moving/storage crates subsequent to the main move as well as subsequent furniture deliveries or pickups require the property manager to be advised so that the elevator protective pads can be installed.

### **33. Severability**

For the purpose of interpretation of these bylaws and any amendments, additions, or alterations to them, each heading, paragraph and sub-paragraph shall be deemed to be a separate section with the intent that should an Arbitrator or court of Competent Jurisdiction find that any such heading, paragraph of these bylaws or any amendments or additions hereto is void for uncertainty or is ultra vires the strata corporation or is, for any other reason, unenforceable, then such heading, paragraph, or subparagraph shall be deemed to be severable and the remaining headings, paragraphs, and subparagraphs of these bylaws and all alterations and additions hereto shall be interpreted so as to be given the broadest meaning possible and all such other headings, paragraphs and subparagraphs shall remain in force and effect.