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Strata Property Act

FORM 1

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

AMENDMENT TO BYLAWS

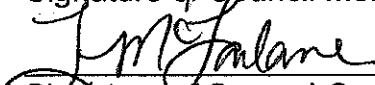
(Section 128)

The Owners, **Strata Plan VIS6142** 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 **April 28, 2011**.

(See attached schedule)



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.

**SCHEDULE
THREE QUARTER VOTES
THE AMARA, STRATA PLAN VIS6142
ANNUAL GENERAL MEETING**

April 28, 2011

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1. RESOLVED as a THREE QUARTER (3/4) VOTE of the owners, Strata Plan VIS6142 that the following will be added as a new Bylaw numbered 19A under the Division 3 – Council to read as follows:

19A As permitted by section 61(1)(b)(vii) of the Strata Property Act, any minutes or notice or other record or document that the strata corporation is required to give to an owner, occupant or tenant may be emailed to that person at the email address provided to the property management company or strata council. If an email address has not been provided, the minutes, notice, record or document will be sent in a manner permitted by section 61 of the Act using the information provided to the property management company or strata council.

2. RESOLVED as a THREE QUARTER (3/4) VOTE of the owners, Strata Plan VIS6142 that that the Strata Corporations Bylaws be amended by repealing existing Bylaws 5 (1) through (4) and replacing it with the following:

5 - Obtain Approval Before Altering a Strata Lot Or Common Property

- 5 (1) Before making an alteration to any of the following:
 - a) the structure of a building
 - b) the exterior of a building
 - c) chimneys, stairs, balconies or other things attached to the exterior of a building
 - d) doors, windows or skylights on the exterior of a building, or that front on common property
 - e) fences, railings or similar structures that enclose a patio or 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 including:
 - i. all or a portion of flooring in a strata lot
 - ii. strata lot plumbing
 - iii. strata lot electrical



- iv. significant betterments to the strata lot including, but not limited to, the construction or removal of interior walls, cupboards and cabinets
- h) common property, including limited common property
- i) common assets

an owner must first:

- a) obtain the express written consent of the strata council authorizing the alteration
- b) execute an Indemnity & Alteration Agreement in a form satisfactory to the strata corporation
- c) obtain owner approval pursuant sections 70(4) and 71 of the Act, if applicable
- d) satisfy the conditions or agree to satisfy the conditions attached to the grant of permission by the strata council

5 (2) It is the intent of this bylaw that liability for alterations shall attach to an owner and to a subsequent owner of each strata lot even though a subsequent owner is not a signatory to an Indemnity & Alteration Agreement. The strata corporation will ensure that a copy of all Indemnity & Alteration Agreements for a strata lot are kept on file and, upon request, provided to purchasers of that strata lot. Alteration and Indemnity Agreements for a strata lot are intended to bind purchasers of that strata lot from time to time even if they are not filed at the land title office.

5 (3) An owner/resident must not replace the existing floor with any other material including carpet without the prior written consent from strata council. Such approvals shall include the current specification requirements for soundproofing underlay.

Application Procedure

5 (4) The application of the owner for an alteration shall be in writing and shall enclose the following (the "Application"):

- a) details of the proposed alteration
- b) detail plan showing the proposed location of construction of the alteration and nature of the change, including details of the proposed materials and dimensions
- c) name of proposed qualified/licensed contractor(s) who will perform the work
- d) any other documents or information which the strata council may reasonably require in order to grant permission.

5 (5) Upon receipt of an application for an alteration, the strata council shall within four (4) weeks from the date of receipt of the Application or an Amended Application either request further information, approve or reject the Application or Amended Application in writing.

Conditions for Approval

5 (6) The strata council may impose any one or more of the following conditions on a strata lot owner approved for the alteration:

- a) assume responsibility for any expenses related to the alteration
- b) perform the work or cause the work to be performed at the owner's sole cost
- c) ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws
- d) produce a copy of a valid building permit to the strata council prior to the commencement of the work, if required by the local municipality
- e) employ qualified and licensed contractors or subcontractors approved by the strata council to perform the work
- f) employ at the owner's sole cost a qualified building envelope professional, if required in the sole discretion of the strata council, to prepare specifications and provide inspection services for the work
- g) rectify deficiencies to the work in a timely fashion and to the satisfaction of the strata council, failing which the strata corporation may perform the work and collect the costs of same from the applicant, including costs as between a solicitor and his own client
- h) observe any repair and maintenance schedule or policy imposed by the strata corporation from time to time for the work
- i) indemnify the strata corporation and save it harmless from any and all liability associated with the work, including legal costs as between a solicitor and his own client
- j) assume all responsibility for the repair, maintenance or replacement of the alteration
- k) obtain appropriate insurance for the alteration and provide the strata corporation with evidence of coverage upon request
- l) assume responsibility for all future expenses related to the alteration, including repair, maintenance and replacement costs, plus insurance for the betterment to the satisfaction of the strata council
- m) execute an Alteration and Indemnity Agreement in a form satisfactory to the strata corporation
- n) register the Alteration and Indemnity Agreement at the land title office
- o) agree to inform a subsequent purchaser of the strata lot of the terms of the Alteration and Indemnity Agreement and to make it a condition of any Contract of Purchase and Sale that the subsequent purchaser shall agree to be bound by the terms of the Alteration and Indemnity Agreement



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- p) provide the strata corporation with a written assurance upon completion of the alteration certifying compliance with the terms of this bylaw and, where applicable, section 70(4) of the Strata Property Act
 - q) any other conditions reasonably required in the opinion of the strata council given the nature of the proposed alteration.
- 5 (7) Window coverings which are visible from the exterior of the building must be blinds, the coverings installed by the Developer, or as approved by the Strata Council in its absolute discretion. Window coverings visible from the exterior of the building must be kept in good repair and at all times be uniform in all windows of every strata lot. The Strata Council shall determine the acceptability of such coverings if the Strata Council or the Management Agent receives complaints from Owners, in writing and upon the Strata Council determining, in its sole discretion, that such coverings are not acceptable, the owner of the strata lot shall remove them forthwith or shall be in contravention of this Bylaw. The Owner shall not cover any window with aluminum foil, paper, sheets, plastic or similar covering. Windows may be tinted with prior approval of the Strata Council.

3. RESOLVED as a THREE QUARTER (3/4) VOTE of the owners, Strata Plan VIS6142 that that the Strata Corporations Bylaws be amended by adding new Bylaw 5A to read as follows:

5A – Alterations Performed Without Permission

- 5A (1) If an alteration has been installed or constructed without the prior written permission of the strata council ("unauthorized alteration"), then the owner of that strata lot may apply to the strata corporation for permission to retain the unauthorized alteration.
- (2) The strata council may unreasonably refuse to approve the unauthorized alteration, but if it is approved, then approval must be in compliance with this bylaw.
- (3) The strata council is authorized in its sole discretion to take legal proceedings including an application to the Supreme Court pursuant to section 171(1) (b) of the Strata Property Act against the owners of the unauthorized alterations for any remedy, judgment or order recommended in the opinion of legal counsel and available to the strata corporation by law, including an application for a mandatory injunction to compel removal of the unauthorized alteration.

Strata Property Act

FORM I

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

AMENDMENT TO BYLAWS
(Section 128)

 **COPY**

The Owners, Strata Plan #VIS6142 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 April 12, 2010.

(See attached schedule)

Mearoll

Signature of Council Member

Jane Janner


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.

SCHEDULE

THREE QUARTER VOTE THE AMARA, STRATA PLAN VIS6142 ANNUAL GENERAL MEETING

April 12, 2010

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1. RESOLVED as a THREE QUARTER (3/4) VOTE of the owners, Strata Plan VIS6142 that the following will be added as a new Bylaw numbered 25A under the heading Quorum for Annual and Special General Meetings:

25A If a quorum for an annual or special general meeting is not achieved within 15 minutes of the start time for the meeting, the meeting is adjourned for 15 minutes. If a quorum is not achieved when the meeting is reconvened then the meeting may proceed with those present representing a quorum.

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


The Owners, Strata Plan #VIS6142 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 April 1, 2009.

(See attached schedule)

 **COPY**



Signature of Council Member



Signature of Second Council Member

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

**THREE QUARTER VOTES
THE AMARA, STRATA PLAN VIS6142
ANNUAL GENERAL MEETING**

April 1, 2009

 **COPY**

1. RESOLVED as a THREE QUARTER (3/4) VOTE of the owners, Strata Plan VIS6142 that the following will be added as a new Bylaw numbered 3 (8):

3 (8) An owner, tenant, occupant or visitor must ensure that upon entering and exiting the property, that all doors and the garage gate are closed behind them to avoid unauthorized access.

2. RESOLVED as a THREE QUARTER (3/4) VOTE of the owners, Strata Plan VIS6142 that the Strata Corporation's Bylaws be amended by adding Division 10 Insurance - Bylaws # 38 (1) to (8) to read as follows:

38 (1) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(2) An owner shall reimburse the Strata Corporation for the expense of any maintenance, repair or replacement and any loss or damage to that owner's strata lot, common property, limited common property or the contents of same if:

(a) that owner is responsible for the loss or damage; or
(b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:

(i) that owner; or,

(ii) any member of the owner's family; or,

(iii) the owner's pet(s); or,

(iv) the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets (the "Responsible Owner"), but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible.

- 38 (3) For greater certainty, an owner shall be deemed to be a Responsible Owner even if that owner is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act, repair costs and other related costs or expenses not covered by proceeds from insurance.
- 38 (4) Without restricting the generality of the foregoing, a Responsible Owner is responsible for:
- (a) any water escape damage from that owner's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment or fixture located in the owner's strata lot including, but not limited to the following:
 - i) dishwasher;
 - ii) refrigerator with ice/water dispensing capabilities;
 - iii) garburator;
 - iv) hot water tank;
 - v) washing machine;
 - vi) toilet, sink, bathtub and/or shower;
 - vii) air conditioner;
 - viii) fish tank;
 - ix) plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner;
 - x) fireplace; or,
 - xi) any other similar type of appliance, equipment or fixture.
 - (b) any damage arising out of any alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that strata lot; and,
 - (c) any damage to the limited common property that a Responsible Owner is required to repair and maintain, including, but not limited to, damage from a blocked drain on that owner's balcony or patio.
- 38 (5) A Responsible Owner under this bylaw shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the Responsible Owner.

38 (6) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs and related legal costs shall be charged to the Responsible Owner and shall become due and payable as part of that owner's monthly assessment on the first of the month following the date on which the expense was incurred.

38 (7) An owner must obtain and maintain an Homeowner Package insurance policy to cover:

- (a) the losses described in section 161 of the Act;
- (b) the deductible portion of the insurance claim against the Strata Corporation's insurance policy if that owner is responsible for the loss or damage that gave right to the claim; and,
- (c) any betterments or changes to the buildings or fixtures built by the developer.

38 (8) The Owner shall provide the Strata Council with confirmation that an owner's policy with coverage set out is in place, together a copy of the insurance policy within a reasonable time after request.

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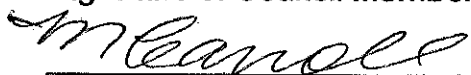
Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, **Strata Plan VIS6142** 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 27, 2008**.

(See attached schedule)



Signature of Council Member



Signature of Second Council Member

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

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SCHEDULE

**THREE QUARTER VOTE
THE AMARA, STRATA PLAN VIS6142
ANNUAL GENERAL MEETING
March 27, 2008**

Please note the following Bylaw changes from the original Disclosure Statement to include simple re-numbering and sectioning. They have been compiled into one vote below:

- Include Bylaw 31 as subsections under Bylaw 1.
- Include Bylaw 32 as a subsection under Bylaw 1.
- Include Bylaw 33 as a subsection under Bylaws 1 or 27.
- Include Bylaw 34 as a subsection under Bylaw 45.
- Create a "Rentals" section and include Bylaws 35 and 36.
- Include Bylaw 37 under Bylaw 5(4).
- Include Bylaw 38 under Bylaw 45.
- Include Bylaws 39, 40, 41 as subsections under Bylaw 3.
- Include Bylaw 43 under Bylaw 3(4)(d).
- Replace Bylaw 3(1) with Bylaw 44 – they are duplicates.
- Proposed changes to Bylaw 33(c) for move in fee, from \$50 to \$100.

1. RESOLVED, as a THREE QUARTER (3/4) VOTE, of the Owners, Strata Plan VIS6142, that on the adoption of the attached bylaws hereto together with any amendments approved by a $\frac{3}{4}$ vote at the Annual General Meeting, be adopted as the Bylaws of the Strata Corporation under the Strata Property Act, SBC, Chapter 43, and after their filing in the Victoria Land Title Office all previous bylaws shall be repealed.

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THE AMARA BYLAWS

STRATA PLAN VIS6142

PLEASE ENSURE THIS COPY REMAINS IN THE UNIT AT ALL TIMES.

SCHEDULE OF STANDARD BYLAWS

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

Payment of strata fees

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Strata fees must be paid by post-dated cheque or pre-authorized payment on the first of each month. A late payment fine of twenty-five (\$25.00) dollars may be applied to strata lots whose fees are not received by the first day of each month, with respect to each and every late payment. Monies received by the Strata Corporation will be applied against the oldest outstanding receivable for that strata lot.
- (3) A twenty-five (\$25.00) dollar administration fee may be charged to a strata lot for any NSF cheques or automatic withdrawal rejections.
- (4) Owners will be ineligible to vote at an Annual General Meeting or Special General Meeting, and may not serve as a member of the Strata Council, if any of the following conditions apply to the owner's strata lot:
 - a) The assessment fees for the strata lot are in arrears;
 - b) A special levy on the strata lot is in arrears;
 - c) A reimbursement of the cost of work referred to in Section 85 of the *Act* has not been paid.
 - d) A strata lot's share of a judgment against the strata corporation is unpaid.
 - e) The Strata Corporation is entitled to register a lien against the strata lot in accordance with Section 116(1) of the *Act*.

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, provided that the Owner shall be totally responsible to pay the cost of the repairs and maintenance so carried out by the Strata Corporation and the Strata council on its behalf.

Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not keep any pets on a 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) a maximum of two animals, consisting of two cats, two dogs or one cat and one dog.
- (5) No Owner or tenant shall make undue noise which, in the opinion of the Strata Council, would disturb any other resident, in or about her/his Strata Lot or the Common Property between 10:00 p.m. and 7:00 a.m.
- (6) No Owner or tenant shall store furniture, bicycles, appliances or any other chattel on a balcony, with the exception of patio furniture, barbecues and flower boxes.
- (7) An Owner or tenant of an Owner shall not hang clothing, laundry or other items from the balcony or patio of a Strata Lot, nor shall any Owner or tenant sweep or shake debris from the balcony.

Inform strata corporation

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

- 5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

(2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

(3) This section does not apply to a strata lot in a bare land strata plan.

(4) Window coverings which are visible from the exterior of the building must be blinds, the coverings installed by the Developer, or as approved by the Strata council in its absolute discretion. Window coverings visible from the exterior of the building must be kept in good repair and at all times be uniform in all windows of every strata lot. The Strata Council shall determine the acceptability of such coverings if the Strata Council or the Management Agent receives complaints from Owners, in writing and upon the Strata Council determining, in its sole discretion, that such coverings are not acceptable, the owner of the strata lot shall remove them forthwith or shall be in contravention of this Bylaw. The Owner shall not cover any window with aluminium foil, paper, sheets, plastic or similar covering. Windows may be tinted with prior approval of the Strata Council.

Obtain approval before altering common property

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

(2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

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, 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.

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

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation and restrictions on rental and use of Strata Lots

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

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs

less often than once a year, 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;

(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.

(e) The Strata Council shall allocate the total cost of repairs and maintenance carried out on or to any Limited Common Property which the Strata Corporation is obligated herein to maintain, to the Strata Lot or Lots having exclusive use of such Limited Common Property. The Strata Council may either issue a specific levy for such costs and expenses incurred with respect to any Limited Common Property or if the cost is included in the annual budget, adjust the monthly assessment of the said Strata Lots having the exclusive use of such Limited Common Property so as to include as an obligation of such Strata Lot, payment of the cost of such repairs and maintenance.

Division 3 – Council

Council size

- 9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

Council members' terms

- 10 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.

Removing council member

- 11 (1) Unless all the 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.

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 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

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

Calling council meetings

- 14 (1) Any council member may call a council meeting by giving the other council members at least one week's 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) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

- 15 (1) By application in writing, stating the reason for the request, an owner 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, and
 - (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) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 18
- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
 - (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
 - (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

- 19 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.

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, or
 - (c) whether a person should be denied access to a recreational facility.

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.

Limitation on liability of council member

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

Maximum fine

- 23 (1) The strata corporation, and each separate section with respect to any bylaw or rule that relates solely to such section, may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.
- (2) Each owner is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation or the owner's section, as the case may be, as provided for in the Strata Property Act or these bylaws and if any owner fails to pay any money so owing within 15 days after the date such money becomes due, the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$25.00, and if such default continues for a further 15 days, an additional fine of \$50.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$50 will be levied against and paid by the owner.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses (including legal fees and disbursements) incurred by either the strata corporation or a separate section, as the case may be, to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council or a section executive pursuant to the Strata Property Act or these bylaws, shall become part of the assessment of the owner responsible for the same and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien in respect of such separate component.

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, an additional fine may be imposed every 7 days for that same continuing contravention.

Small Claims Court

- (1) Notwithstanding any provision of the Strata Property Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.
- (2) Notwithstanding any provision of the Strata Property Act, a section may proceed under

the Small Claims Act (British Columbia) against an owner or other person to collect money owing to that section, including money owing as a fine, without requiring authorization by a resolution of the owners of strata lots in that section.

Division 5 – Annual and Special General Meetings

Person to chair meeting

- 25 (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.

Participation by other than eligible voters

- 26 (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.

Voting

- 27 (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) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) 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.

Order of business

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

Division 6 – Voluntary Dispute Resolution

Voluntary dispute resolution

- 29** (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 by Owner Developer

Display lot

- 30 (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

Division 8 – Rentals

Rental Restrictions

- 31 (1) An Owner wishing to lease or rent her/his Strata Lot must provide the strata manager with their own contact numbers and at least one backup contact number. Owners are responsible for the conduct of their tenants.
- 32 (2) Before a Strata Lot Owner rents all or part of a Strata Lot, the Owner must give the prospective tenant a copy of the current bylaws and rules of the Strata Corporation, and Notice of the Tenants responsibilities (Form K). Within two weeks of renting all or part of a Strata Lot the owner must give the strata corporation a completed and signed Form K relative to the tenancy. Failure to comply with all aspects of this bylaw will result in a fine of \$50.00 being levied against the Strata Lot Owner. Fines can be assessed every 7 days if the violation is not rectified.

Division 9 – General

33 Moving

- a) Moving into or out of a Strata Lot must be done between the hours of 8:00 a.m. and 8:00 p.m. and the management company must be given at least 24 hours notice of the intended date of moving so that arrangements may be made for the installation of the elevator blanket and provision of elevator lock-off keys.
- b) The Owner of a Strata Lot is responsible for any damage caused during moves into or out of a Strata Lot.
- c) Persons moving into any Strata Lot shall pay a move-in fee of \$100.00. If the party moving in is a tenant, the Owner of the suite is responsible for ensuring that the fee is paid.

34 Bicycles, Storage and Parking

- (1) Bicycles are not permitted in elevators, hallways or any other common areas. Bicycles must not be kept on balconies or patios but must be stored within such storage area as may be prescribed by the council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.
- (2) Any owner, tenant, occupant of a strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the

common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation, or by anyone that is an insured under the policy.

(3) Only registered and currently licensed vehicles will be permitted on the Common Property of the Strata Plan. An Owner, tenant or occupant shall not rent their assigned parking stall to anyone other than another Owner, tenant or legal occupant of a strata lot.

(4) No Owner shall carry out repairs, major adjustments and oil changes to motor vehicles or other mechanical equipment on the Common Property. Residents are responsible for the condition of the assigned parking stalls and excessive oil leaks must be cleaned up promptly.

35 Selling of Strata Lots

An Owner of a strata lot, save and except the Owner Developer, when selling his strata lot, will not permit any "For Sale" sign to be placed on or about the Common Property except in an area which is designated by the Strata Council for such purpose. Until the Owner Developer has sold all the strata lots, no other Owner shall place any "For Sale" sign on his or her strata lot or on any Limited Common Property or Common Property. The Owner Developer may, in its discretion, place "For Sale" signs on the Common Property or any strata lot owned by it until the Developer has sold all of the strata lots. A strata lot owner intending to re-sell a strata lot must list the said strata lot with the Developer's realtor.

36 Display Lot

The Owner Developer, who has unsold strata lots, may carry on sales functions that relate to their or its sale, including the posting of "For Sale" signs until there are no unsold strata lots. The Owner Developer may use any strata lot it owns or rents as a display suite for the sale of strata lots in the strata plan.

37 The provisions of these bylaws are deemed independent and severable and the invalidity in whole or part of any Bylaw by any Court or other authorized governing body rule does not affect the validity of the remaining Bylaws, which will remain in full force and effect as if such invalid portion had never been included in these Bylaws.