

"WATERWOOD COURT"

STRATA PLAN VR 861

STRATA CORPORATION BYLAWS

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Attached hereto are the bylaws for Strata Plan VR 861. They are consolidated for convenience. For legal purposes please obtain a true copy as registered at the Land Title Office.

Amendments:

Amended May 24, 2006. (Bylaw 8.1) Registered No. BA192926

Amended April 7, 2000. (Bylaw 17.1) Registered No. BP130964

Amended March 9, 1998. (Bylaw 2000) Registration No. BM082271

Amended November 29, 1995. Registered February 21, 1996. (Bylaw 10.13) Registration No. BK048813

Amended November 29, 1995. (Bylaw 1000, 5000 and 10.13) Registration No. BJ381468

Amended March 23, 1995. Registration No. BJ136972

Amended March 10, 1994. (Bylaw #13, #6, #2, #14, #15 and #16) Registration No. BH117841

Amended April 8, 1991. (Bylaw #10—new fiscal year) Registration No. BE136889

Registered June 13, 1988. Registration No. GB63418

VR-861
"Waterwood Court"

3437 West 4th Avenue
Vancouver, BC

BY-LAWS

PROCEDURES

1. COUNCIL APPROVAL

Any consent, approval or permission given under these by-laws by the strata council must be in writing and may be revoked at any time.

2. COMPLAINTS REGARDING SERVICE

Complaints regarding service in the building shall be made in writing to the strata council.

3. REPORTING OF BY-LAW VIOLATIONS

Violations of by-laws or procedures shall be reported to the property manager for action. If necessary, property manager may instruct owner or occupant to file a written complaint to the strata council.

4. FIRE EMERGENCY

In the case of fire and/or the sounding of the alarm, telephone 911 in order to alert the fire department. Do not turn off the alarm until the fire department has been notified and has arrived at the building. In the event of the "Trouble Alarm Light" being activated, residents are to call the property manager. The alarm box is located on the ground floor outside the elevator.

BY-LAW #1 - USE OF STRATA LOT

- 1.1 The strata lot shall be used as a private dwelling.

BY-LAW #2 - DISTURBANCE OF OTHERS

- 2.1 Noise shall not be made in or about any strata lot or the common property which is a nuisance or unreasonably interferes with the use and enjoyment of any other strata lot by its owners.
- 2.2 Any owner, guest or visitor shall not be permitted to trespass on the part of the common property to which another owner is entitled to exclusive occupation.
- 2.3 Cycling on common property, including sidewalks, pathways and courtyard, but excluding roadways, is prohibited. Rollerskating and skateboarding shall not be permitted on any common property.
- 2.4 No owner or occupant shall obstruct the public halls and stairways of the building for any purpose. No owner or occupant shall permit or place any bicycle, cart, shopping car, wagon, tricycle or similar vehicle to stand in any public hall, stairway, passage, exitway, sidewalk or courtyard.
- 2.5 Rugs, mops or dusters of any kind shall not be shaken from, and articles of any kind shall not be thrown out of, any window, door passage or other part of the strata lot or common property.

- 2.6 The common property, including the courtyard, sidewalks and pathways, driveways and garage, shall not be used as a play area.
- 2.7 No owner, resident, or guest shall operate loud equipment and/or appliances, nor play loud music between 11:00 p.m. and 7:00 a.m.

BY-LAW #3 – FIRE PREVENTION AND HAZARDS

- 3.1 Nothing may be brought onto or stored on a strata lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the strata corporation or which will invalidate any insurance policy.
- 3.2 No material substances, especially burning material such as cigarettes or matches, shall be thrown out or permitted to fall out of any window, door, balcony, stairway, passage or other part of the strata lot or common property.
- 3.3 Smoking is not permitted in the stairways or elevators at any time.
- 3.4 If an owner or occupant has a waterbed on the strata lot, the strata corporation does not accept responsibility for any damage caused by the waterbed. The owner or occupant must carry the appropriate insurance necessary to cover any damage caused by such waterbed.
- 3.5 No owner or occupant shall use or permit to be used any open flame, charcoal or gas fired barbecue or oven devices on any of the limited common areas such as balconies, garden areas or roof terraces without a heat resistant material under the cooking device. Cooking devices are to be kept back a minimum of two feet from all walls.
- 3.6 No owner or occupant shall walk upon, or permit any person to walk upon, any of the gravelled rooftop areas without the permission of the strata council.
- 3.7 In the event of an emergency emanating from a strata lot whose occupant cannot be contacted, access for protection of common property or safety may be gained by force. The cost of gaining entry shall be at the occupant's expense.
- 3.8 Fireplaces are not to be used to burn paper and garbage due to the serious fire hazard this presents.
- 3.9 The owner or occupant shall ensure that the smoke detector in the strata lot is in operable condition at all times.
- 3.10 Each strata lot shall have an operable fire extinguisher on the premises at all times.

BY-LAW #4 – CLEANLINESS

- 4.1 Each owner or occupant shall be responsible for keeping his/her strata lot in a good state of preservation and shall not allow the strata lot to become unsanitary.
- 4.2 Household refuse and garbage shall be suitably wrapped and placed inside the garbage bin provided.
- 4.3 Any material other than ordinary household refuse and garbage shall be removed by the individual owner or occupant of the strata lot and shall not be dumped on the common property. Arrangements for the removal of extraordinary material may be made with the property manager.

BY-LAW #5 - EXTERIOR APPEARANCE AND ALTERATIONS

- 5.1 No signs, billboard, placards, advertising or notices of any kind shall be erected or displayed on the common property or external to the strata lot, nor may they be displayed in windows of individual units.
- 5.2 No awning, shade or screen, and no radio or television antennae shall be hung from or attached to the exterior of a strata lot without prior written consent of the strata council.
- 5.3 No laundry, washing, clothing, bedding or other articles be hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 5.4 No structural alterations either to the interior or the exterior of the building shall be made, nor the wiring, plumbing, piping or other services shall be altered or supplemented on the strata lot or within any walls or on the common property without previous written approval of the strata council.
- 5.5 The exterior appearance of the building shall not be altered by painting wood, ironwork, concrete or other parts exterior of the building at the strata lot without the prior written consent of the strata council. This includes patios and rooftop decks.
- 5.6 The owner or occupant shall maintain garden areas, patios and rooftop decks in their limited common area. The strata council shall be at liberty to remove rubbish and clean up these limited common areas and charge the expense to the owner involved. Owners or occupants with rooftop decks shall maintain planter boxes on the perimeter of the rooftop which are adjacent to their rooftop decks.

BY-LAW #6 - PARKING

- 6.1 Only vehicles currently licensed in operating condition shall be parked on the common property, except with the written permission of the strata council.
- 6.2 Vehicles shall not be parked or unattended in such a position that it interferes or infringes upon other parking spaces or in such a way that the vehicle blocks or infringes on access to or in the parking area.
- 6.3 No owner or occupant shall park, or permit to be parked, any motor vehicle in any parking space other than the space allotted to the occupant by the strata corporation. The strata council assumes the responsibility for allotting the spaces and all enquiries with respect to parking spaces should be directed to the council in writing.
- 6.4 Major repairs or mechanical maintenance of motor vehicles or other mechanical equipment shall not be permitted to be carried out on the common property.
- 6.5 Each owner or occupant will be responsible for the state of cleanliness of his/her assigned stall(s), including the removal of oil stains.
- 6.6 If an unauthorized vehicle is parked in an assigned resident stall, the assignee may have the vehicle removed at the vehicle owner's risk and expense.
- 6.7 No owner or occupant shall leave, or permit to be left, any item in any of the common areas of the building, including the parking garage, without the written permission of the strata council, with the exception of the following items. Bicycles, tires and firewood may be left in the parking area. Anything else so left will be removed by the strata corporation and disposed of forthwith. Bicycles must not be hung from the pipes.
- 6.8 Any vehicle occupying a visitor parking stall must be clearly identified with the unit number to which it belongs and the duration of occupancy of the stall.

- 6.9 The monthly parking fee will be applied to any unit owner who uses a visitor parking space for a period greater than two consecutive weeks.

BY-LAW #7 – PETS (amended March 23/95)

- 7.1 No owner or occupant shall permit animals, birds, domestic or household pets to be kept in any strata lot without the written permission of the strata council. The permission of the council with respect to any animal, bird, or pet may be revoked by council at any time for sufficient cause.
- 7.2 No owner or occupant shall feed pigeons, gulls or other birds from the windows of their suite, or anywhere in close proximity to the building.
- 7.3 Pets must be under the control of their owners at all times.
- 7.4 Any owner, occupant or guest shall ensure that any fecal droppings by his/her pet are picked up and deposited in the garbage container or other appropriate facility.
- 7.5 Occupants shall be allowed to have a maximum of two pets per unit.
- 7.6 Occupants shall ensure that any fecal droppings of their pet(s) are picked up and deposited in the garbage container or other appropriate facility.
- 7.7 No occupant shall feed pigeons, gulls or other birds from the windows of their suite or anywhere in close proximity of the building.
- 7.8 Dogs shall not traverse the common property of Strata Plan VR 861 unless carried or on a leash not over six feet in length, held by the dog owner or his/her designate.
- 7.9 Pet owners shall not allow their pet(s) to make excessive noise.
- 7.10 Occupants who have a complaint regarding a pet should first attempt to resolve the problem with the pet's owner. Should this fail to provide a satisfactory solution, or it is not feasible, occupants may express a complaint about any pet or its owner to the council, but must do so in writing. Complaints should be specific as to the violation, dates and times, and wherever possible, contain witness verification.

Council, in turn, must inform the pet owner of the problem in writing. The pet owner will be given thirty days to correct or address the problem. If after 30 days have passed and no progress has been made, the council shall levy a \$50.00/month fine on the owners' account. After three such fines have been levied, and after the pet owner is clearly shown to be non-compliant with council's directives to attend to the problem, council may order the owner to remove the pet. If after council has rescinded the pet approval, council may levy a \$200/month fine on the owners' account until the pet is removed permanently from the premises.

BY-LAW #8 – RENTAL LIMITATIONS

- 8.1 Subject to Sections 30, 31 and 32 of the Condominium Act of British Columbia, the number of units within Strata Plan VR-861 that may be leased by the owners shall be 3 (three). *amended May 24, 2006 Registered July 18, 2006 BA192926*
- 8.2 An owner who wishes to lease his/her strata lot shall apply in writing to the strata corporation for permission to lease within the prescribed limit.
- 8.3 An owner who leases his/her strata lot shall provide to the strata corporation a Form D Tenant's Undertaking in accordance with Sections 46 and 47 of the Condominium Act. Failure to provide Form D

within ten days of commencement of a tenancy shall be cause for a \$50.00/month fine against the strata lot owner.

- 8.4 Where the limit of leased units established in Section (1) of this by-law is reached, no further rentals shall be permitted except as allowed by Sections 31 and 32 of the Condominium Act.
- 8.5 Where the strata council grants to an owner permission to lease his/her strata lot, the applicant must exercise such permission within 90 days of the date of approval of application.
- 8.6 Where an owner leases his/her strata lot in violation of subsection (2), the strata corporation shall levy a fine of \$500.00 per month during the period of lease and may take all necessary steps to terminate the tenancy agreement or lease on behalf of the strata lot.
- 8.7 An owner who leases his/her strata lot in contravention of subsection (4) of this by-law shall be fined \$400.00 for the first month of violation and such fine shall be increased by \$50.00 for each successive month of violation to a maximum of \$500.00 per month.
- 8.8 Those Strata Lots that are presently leased/rented (date May 11, 1998) which may exceed the limitation set out in 8.1 will be permitted to continue to be leased/rented, but at the time of sale of such lot, this permission shall terminate automatically and without condition save for the provision of Section (32) of the Condominium Act.

BY-LAW #9 - DAMAGE TO PROPERTY

- 9.1 No owner shall be entitled to claim any compensation from the strata corporation for any loss or damage to the property of the owner arising from any defect or want of repair of the common property or any part thereof, unless such loss or damage resulted from the negligent act or omission on the part of the strata corporation, its employees or agents.
- 9.2 Where the strata corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or in the common property, the strata corporation and its agents shall, in carrying out any work or repairs, do so in a proper and workmanlike manner and shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.
- 9.3 No owner or occupant shall prevent the reasonable access to any strata lot during daytime hours of 9:00 a.m. to 5:00 p.m. for the purpose of effecting repairs or pest control by employees or agents of the strata corporation, assuming due notice of 48 hours is given to the occupant.
- 9.4 No owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property or any strata lot by his/her act, neglect or carelessness or by that of any member of his/her family or his/her or their guests, servants, agents or tenants, but only to the extent that such expense is not met by the proceeds or insurance carried by the strata corporation.
- 9.5 An owner or occupant shall not cause damage to trees, plants, bushes, flowers or other corporation property and shall not place chairs, tables, bicycles, shopping carts or other objects on the grounds so as to damage or prevent growth or to interfere with the maintenance of the grounds generally.

BY-LAW #10 - COMMON EXPENSES

- 10.1 The fiscal year of the strata corporation shall be June 1st to May 31st.

- 10.2 Prior to the 15th day of May of each fiscal year, the strata corporation, at its Annual General Meeting, shall approve by a majority vote an operating budget for the next fiscal year, which shall include all anticipated operating expenses and the allocation to the Contingency Reserve Fund.
- 10.3 In preparing and approving the budget, the strata corporation may deduct any surplus accumulated from the preceding operating budget. Any anticipated deficit from the preceding operating budget shall be carried forward to the next fiscal period of recovery.
- 10.4 The allocation to the contingency reserve fund shall not be less than 5 percent, nor more than 15 percent of the budget.
- 10.5 Prior to the 1st of June, each owner shall be notified in writing, by mail or hand delivery, of his/her assessment based upon unit entitlement of the budget which has been approved, subject to paragraph 10.6.
- 10.6 If the owners cannot agree upon a budget at the Annual General Meeting, the meeting shall be adjourned for one week to permit revisions to be constructed, and the revised budget shall be voted upon at the re-convened Annual General Meeting. This procedure shall be followed until a budget has been approved; thereupon the owners shall be notified of their monthly assessment.
- 10.7 An owner whose maintenance fees are not paid for two successive months, a lien, Certificate of Default in Payment, to be filed upon the title to his/her strata lot. Each month that maintenance fees remain outstanding after the initial two month period a fine of up to \$50.00 may be assessed for each occurrence.
- 10.8 The costs of filing liens referred to in 10.7, including administration, land title office and legal fees, shall be added to the account of the delinquent owner.
- 10.9 The strata corporation may take whatever further actions are necessary to protect the strata corporation and ensure collection of arrears, including the use of collection agencies, court actions and/or other remedies provided by the Condominium Act. The costs of any of these procedures shall be added to the owner's account.
- 10.10 If at any time it appears to the strata council that the approved budget will be inadequate to meet the common expenses or other special expenses of the strata corporation, the strata council shall convene an Extraordinary General Meeting to approve a special assessment upon the owners.
- 10.11 The strata corporation shall ensure that a bi-monthly financial statement is prepared and delivered to the council by the 15th day of each second month, for the two months preceding.
- 10.12 No owner shall permit the unnecessary waste of water supplied to the strata lot by the strata corporation.
- 10.13 INSURANCE DEDUCTIBLE BY-LAW (November 29/95)

Where a claim has been made against the insurance policy of Strata Plan VR-861 which is attributable to damage caused by a strata lot owner (or his/her tenants, guests or invitees) and originating within that owner's strata lot, the owner of that strata lot may be charged a sum up to the equivalent of the deductible charged by the insurer of the strata corporation as a result of the claim, such charge to be added to that strata lot owner's next regular monthly assessment.

BY-LAW #11 – MOVING CHARGE

- 11.1 Each owner shall be assessed a non-refundable moving charge of \$25.00 for moving in, whether by tenant or by owner. This charge is waived for a new owner who moves in at the time title is conveyed to him or her.

BY-LAW #12 – SEVERABILITY

12. The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any by-law does not affect the validity of the remaining by-laws, which shall continue in full force and effect as if such invalid portion had never been included herein.

BY-LAW #13 – SECURITY

- 13.1 All owner, residents and guests shall close exterior gates firmly and quietly upon entry and exit.
- 13.2 All owners and residents shall ensure that the parking garage and exterior parkade door are closed and secure upon entry and exit, before driving/walking away from door.

BY-LAW #14 – FLOORING

- 14.1 Owner of upper units (numbers 11 to 20) shall ensure that only sound absorbent floor (carpeting) be installed in the lower (bedroom) level. This means that hardwood flooring, linoleum, tiles, vinyl flooring, etc. are not permitted in the bedrooms and hallways (bathroom and storage closet excepted).

BY-LAW #15 – ROOFTOP DECKS

- 15.1 Only the following will be permitted on rooftop decks (except where prior permission granted):
- portable patio furniture
 - gas barbecues; and
 - plants and shrubs provided that:
 - a) pots may not exceed 12 inches in diameter and 10 inches in height;
 - b) planter boxes may not exceed 10 inches in width and 8 inches in height;
 - c) There are no more than 10 pots or 10 feet of planters or some combination of the two; and
 - d) pots and planters do not leak soil on the roof and all fallen leaves are promptly removed because these may plug the rooftop drains.
- 15.2 A written request to council must be made for anything other than the items mentioned above. Permission will be granted or denied based on council's consideration of the matter.
- 15.3 The following are not permitted on the rooftop decks:
- firewood
 - plants or shrubs in pots or planters larger than the ones described in paragraph 15.1;
 - non-gas (ie. charcoal) barbecues.

BY-LAW #16 – GROUND LEVEL PATIO STAIRS

- 16.1 Concrete stairs are not permitted (except where prior permission granted) for the following reasons:
- concrete settles and cracks and can cause cracks in the surrounding concrete retaining walls and foundations
 - concrete stairs may disguise a multitude of leak problem which will be difficult and expensive to find and repair
 - the corporation will not bear any cost of repairing or replacing concrete stairs which must be removed to solve a foundation or any other kind of leak.

BY-LAW #17 – STRATA COUNCIL *(Added April 7, 2000.)*

The Strata Council shall consist of not less than three (3) nor more than five (5) owners and shall be elected at each Annual General Meeting.

BY-LAW 1000: EARTHQUAKE INSURANCE DEDUCTIBLE *(November 29/95)*

Where the strata corporation is required to repair, replace and/or maintain any portion of the common property, common facilities, assets, including strata lots comprised in the building(s) (the "Property") that are usually the subject of insurance pursuant to Section 54 of the Condominium Act of BC and whereas the strata corporation is subject to an insurance deductible greater than five (5) percent of the insured value of the Property, in the event of damage to the Property caused by an earthquake the strata corporation shall levy a special assessment upon all owners of the strata corporation in proportion to the respective unit entitlement of each owner's strata lot in an amount equivalent to the deductible or such lesser amount as may be required to complete all repairs to and replacement of the Property as necessary.

In the event of an earthquake, the special assessment shall immediately become due and payable in full and any owner who sells, conveys or transfers his/her title, including a remortgage, shall pay the full amount outstanding. As a matter of financial convenience only, the owners may pay the special assessment over a period of six (6) months, such payments to be equally divided and commencing on the first day of the month following declaration of this by-law by the strata council or any duly appointed administrator in lieu of the strata council. Any installment not made on the first of each month shall be assessed a fine of \$100. The strata corporation may further add interest charges.

This special assessment shall be considered as part of the common expenses of the strata corporation and Section 37 of the Condominium Act of BC (Remedies for Owner's Default) shall be applicable where an owner fails to make the required payment as authorized by this by-law.

BY-LAW 2000: INSURANCE DEDUCTIBLE/ DAMAGES BY-LAW *(March 9/98),*

- (a) Where a claim has been made against the insurance policy of Strata Plan VR-861 which is attributable to damage caused by a strata lot owner (or his/her tenants, guests or invitees) and/or originating within that owner's strata lot, the owner of that strata lot shall be charged a sum up to the equivalent of the deductible charged by the insurer of the strata corporation as a result of the claim, such charge to be added to that strata lot owner's next regular monthly assessment.
- (b) Where the expenses resulting from such an event are less than the deductible of the strata plan's insurance policy and no claim is made on the policy, the owner shall be assessed any and all expenses incurred by the strata attributable to this damage, such charge to be added to that strata lot owner's next regular monthly assessment.

BY-LAW 5000 SPECIAL ASSESSMENTS OR LEVIES *(November 29/95)*

Where the strata corporation requires money to meet its obligations pursuant to Sections* 14, 34 and 54 of the Condominium Act of British Columbia, and where such monies are not included in the annual operating budget of the strata corporation pursuant to Section 35 of the Condominium Act of British Columbia, the strata corporation shall have the authority to raise by special resolution of the owners a special assessment or levy upon the owners in proportion to unit entitlement for the individual strata lots. (*14 Duties of Corporation, 34 Duties and Powers of Strata Corporation, 54 Insurance)

SCHEDULE OF STANDARD BYLAWS

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

Payment of strata fees

- 1** An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

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.

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) one dog or one cat.

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.

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**

- 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.

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 The strata corporation may fine an owner or tenant a maximum of
- (a) \$50 for each contravention of a bylaw, and
- (b) \$10 for each contravention of a rule.

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**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.