

**NEWPORT BEACH**  
**STRATA PLAN NO. 704**

*1375 Newport Avenue*  
*Victoria, BC*  
*V8S 5E8*

**BYLAWS**

*Annual General Meeting (July 23, 2001) Reg #ES079706 July 27, 2001*  
*Special General Meeting (June 3, 2002) Reg #ET066732 June 14, 2002*  
*Annual General Meeting (July 19, 2005) Reg #EX089111 July 20, 2005*  
*Annual General Meeting (July 18, 2006) Reg #FA089711 July 25, 2006*  
*Annual General Meeting (August 25, 2009) Reg #FB296538 September 4, 2009*  
*Annual General Meeting (August 30, 2011) Reg # FB0434302 September 14, 2011*  
*Annual General Meeting (August 25, 2014) Reg # CA3931759 August 28, 2014*  
*Annual General Meeting (August 30, 2017) Reg # CA6293116 September 13, 2017*

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# STRATA PLAN 704

## BYLAWS INDEX

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

- 1 Payment of strata fees
- 2 Repair and maintenance of property by owner
- 3 Use of property
- 4 Rentals and Home Exchanges
- 5 Exterior Appearance
- 6 Parking Stalls
- 7 Open House – Sale of Suites
- 8 Signs
- 9 Lockers
- 10 Inform Strata Corporation
- 11 Obtain approval before altering a Strata Lot
- 12 Obtain approval before altering common property
- 13 Permit entry to Strata Lot

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

- 14 Repair and maintenance of property by strata corporation

### Division 3 - Council

- 15 Council size
- 16 Council members' terms and eligibility
- 17 Removing council member
- 18 Replacing council member
- 19 Officers
- 20 Calling council meetings
- 21 Requisition of Council hearing
- 22 Quorum of Council
- 23 Council meetings
- 24 Voting at Council meetings
- 25 Council to inform Owners of minutes
- 26 Delegation of Council's powers and duties
- 27 Spending restrictions
- 28 Limitation on liability of Council member

### Division 4 - Enforcement of Bylaws and Rules

- 29 Maximum fine
- 30 Continuing contravention

### Division 5 - Annual and Special General Meetings

- 31 Person to chair meeting
- 32 Participation by other than eligible voters
- 33 Voting
- 34 Order of business

**Division 6 – Voluntary Dispute Resolution**

- 35 Voluntary dispute resolution

**Division 7 – Interpretation of the Strata Corporation Bylaws**

- 36 Severability

**Division 8 – Miscellaneous**

- 37 Keys, Transmitters or Access Devices
- 38 Fractional Ownership and Time Shares

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## **THE NEWPORT BEACH - STRATA PLAN NO. 704 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) Late payment of Strata fees, special levies and user fees shall be charged interest at 10% per annum compounded annually.

#### **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) Replacement of exterior glass due to leakage within the thermo pane shall be at the expense of the Owner.
- (4) Owners are responsible for equipment and facilities in their own suite. Carelessness with respect to some facilities, such as plumbing, may affect neighbour's Strata lots and create inconvenience to others.

#### **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, and in particular, between the hours of 11:00 p.m. and 8:00 a.m.
  - (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) Pets - No animals, reptiles or parrots are allowed in the building. Caged birds such as budgies or Canaries are permitted within the confines of the Owner's suite. One domesticated cat is permitted within the confines of the Owner's suite, and subject at all times to the approval of the Strata Council.

(5) Owners shall not feed birds, with the exception of hummingbirds, from windows or balconies, and shall not install any apparatus which could attract other birds to the building.

(6) Owners are responsible at all times for the reasonable decorum of their Family Members and Guests and shall not do anything to cause justifiable annoyance to any other Owner or Guests in the building. Owners shall be liable for any damage done to common property or common facilities by their Family or Guests.

(7) As the Strata is an Owner occupied building there shall be no more than four (4) regular Residents in a Strata lot, all of whom shall be over 16 years of age.

(8) No waterbeds or liquid filled furniture of any type is permitted in any suite.

(9) No major repairs or adjustments to motor vehicles or other mechanical equipment shall be carried out on the premises of the Strata Corporation except as may be necessary for maintenance of common property or facilities or as may be specifically authorized by the Strata Council.

(10) Any malfunction of common property or facilities shall be reported to the Strata Council in order that necessary action may be taken.

(11) The Building Superintendent's first responsibility is with respect to common property and facilities. He may comply with requests for minor assistance only after all main assignments respecting common property have been attended to.

(12) Owners shall submit all recommendations or complaints in writing to the Strata Council. They will be advised as to what action the Council may take in regard to such items.

**Bylaw amendment at SGM on June 3, 2002  
Registered under No. ET066732 on June 14, 2002**

(13) A fee of FIFTY (\$50.00) DOLLARS shall be paid to the strata corporation each time an owner, tenant or occupant moves out of the strata corporation building.

**Bylaw amendment at AGM on August 25, 2014**

- (14) (1) Smoking is prohibited:
- (a) in a Strata lot including balconies and patios;
  - (b) in, on or about the interior common property including but not limited to entranceways, hallways, stairways, the parking garage, elevator, storage locker areas, workshop, lounge, and electrical, mechanical & garbage rooms.
- (2) All persons, including owners, tenants, occupants and visitors, must comply with this bylaw.
- (3) For the purpose of these bylaws “*smoking*” shall include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar or pipe containing any form of tobacco, Marijuana or other narcotic, or any product whose use generates smoke.
- (4) Nothing in this bylaw shall be construed as authorizing the smoking of Marijuana except for owners, tenants or occupants who have a valid authorization to possess Marijuana issued pursuant to the *Marijuana Medical Access Regulations*, under the *Canada Controlled Drugs and Substances Act*.
- (5) Owners shall specifically disclose to all tenants, occupants, visitors, potential buyers and realtors that smoking is prohibited.
- (6) As of August 25, 2014 any new owner is prohibited from smoking on the strata property under this bylaw.

**Bylaw amendment at AGM on July 18, 2006**  
**Registered under No. FA089711 July 25, 2006**

## Rentals and Home Exchanges

- 4** (1) The rental of a Strata lot is prohibited, subject only to an exemption on the grounds of hardship granted pursuant to an application made under s. 144 of the Act

**Bylaw amendment at AGM on July 19, 2005**  
**Registered under No. EX089111 on July 20, 2005**

- (2) Owners may enter into a home exchange agreement.
- (a) Any request must be made by completing the required Home Exchange Application form and filing it with the Secretary.
  - (b) The Strata Council must either accept or reject the application as quickly as possible.
  - (c) Approval is subject to the following:
    - (i) An owner is limited to not more than two (2) exchanges in any calendar year.
    - (ii) Each exchange period shall not exceed forty-five (45) days.
    - (iii) Owners are responsible to inform the visiting party as to the Bylaws and Rules, and other general information pertaining to the everyday life style, as detailed in bylaw #10 (4).
  - (d) No more than two (2) home exchanges may be in progress at any time.
  - (e) No home exchange visitor allowed under the age of nineteen (19) years.

**Bylaw amendment at AGM on July 18, 2006**  
**Registered under No. FA089711 on July 25, 2006**

- (f) A maximum of two (2) home exchange visitors allowed for each exchange.
- (g) No pets are allowed.

## **Exterior Appearance**

- 5** (1) Owners may not alter, change or deface the exterior portion of the building and without limiting the generality of the foregoing, painting of balconies, sundecks and railings visible to the public must be of a uniform colour and material; windbreaks must be made of clear plastic, plexiglas or glass and fastened securely on the inside and not above the top of the railings.
- (2) To essentially maintain a uniform appearance, sun drapes must be of a neutral colour.

## **Parking Stalls**

- 6** (1) Each Owner is entitled to and has been allocated one parking stall situated in the Common Property and the Owner is responsible for the orderly parking of his or her car in this stall (or in any second stall that may be rented by him/her).
- (2) There are nine (9) extra parking stalls which, when available, may be rented (for an Owner's second car) from the Strata Corporation at a monthly rental to be set by an Annual General Meeting, payable in advance as an addition to the Owner's monthly Strata fee.
- (3) Third stalls may only be leased if no other Owner is waiting for rental of a second stall.
- (4) If an Owner renting a stall relinquishes it as no longer required by him or her or is in default of rental for a period of two (2) months, then that stall shall revert to the Strata Corporation and may be rented by it to another Owner, or, at the Council's discretion, it may cease to be a rental stall and be allocated to another Owner who has made application in writing for a larger or more accessible stall. In the latter case, the stall vacated by the successful applicant will instead become available for rental to the person at the top of a list of Owners requesting rental, which shall be maintained by the Strata Council.
- (5) If an Owner does not require the stall to which he or she is entitled it may be rented by him or her to another Owner.
- (6) No stall shall be rented to other than Resident Owners of the Strata Corporation.
- (7) If an Owner sells his or her Strata Lot he or she may advise the purchaser of the availability of one stall to which he or she is entitled, but if the Owner is renting a second stall from the Corporation it shall revert to the Corporation and be made available for re-allocation or rental as in (4) above.

## **Open House - Sale of Suites**

- 7** (1) Owners or their Agents wishing to sell a Strata Lot by means of an 'Open House' must apply to the Strata Council. Permission will generally be granted providing the following Rules are adhered to:



- (a) The entrance doors to the building will remain in the usual locked position.
- (b) The Agent and/or Owner will have a Receptionist at the front door to escort prospective Buyers to the suite for sale and also through the common areas. Generally this will involve a team of two or three.
- (c) Prospective Buyers, and those who come just to 'look', are not permitted to walk through the common areas without an escort from the Owner or selling Agent.
- (d) Final decision concerning the placement of any For Sale signs will rest with the Council.

## Signs

- 8** (1) No sign of any description may be placed on a Strata lot or common property without the approval of Council.

## Lockers

- 9** (1) Each Owner is entitled to and has been allocated one (1) locker situated in the Common Property.
- (2) If any Owner sells his/her Strata Lot he/she may advise the Purchaser of the availability of one (1) locker.
- (3) The allocation of the locker in (2) above is made by the Strata Council. Any Owner wishing to change his/her allocated locker may apply to the Strata Council in writing. Exception: the lockers assigned to Strata Lots 21, 22, and 23 will remain allocated to those units.

## Inform Strata Corporation

- 10** (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.
- (3) Owners shall complete the information form issued to them and return to the Secretary of the Strata Council.
- (4) Owners shall also notify the Strata Council of forwarding addresses or point of contact prior to leaving on extended trips and shall also provide the Council with information regarding the use of the suite during their absence, i.e., authorized occupancy and use of motor vehicles, person possessing keys, etc. Any person authorized to use the suite must be advised of and agree to abide by the Bylaws and Rules of the Strata Corporation. Owners shall be responsible at all times for the actions of authorized Occupants.
- (5) When the Owner's absence is such that he or she cannot be easily contacted, the Owner agrees to grant to the Strata Council a Power of Attorney to act as agent of the Owner for the purpose of enforcing Bylaws and Rules.

## Obtain approval before altering a Strata lot

11 (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, ( concrete must not be removed );
- (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.

**Bylaw amendment at SGM on June 3, 2002  
Registered under No. ET066732 on June 14, 2002**

- (h) where sundecks on Strata Lots 21, 22 and 23 form roofing over the units below and sundecks on Strata Lots 1, 2 and 3 form roofing over the Parkade, application must be made to the Strata Council for approval of the surface finish to be applied to the deck.

**Bylaw amendment at AGM on July 18, 2006  
Registered under No. FA089711 on July 25, 2006**

- (i) Any new or replacement flooring system above the ground floor must meet an impact insulation code rating (I.I.C.) of 63 or greater. Guidelines for flooring systems meeting this standard will be available from the Strata Council.

**Bylaw amendment at AGM on August 25, 2014  
Registered under No. CA3931759 on August 28, 2014**

- (j) the wooden deck on Strata Lot 2 (101) shall be replaced with the same surface material as the rest of the Strata Corporation when the wooden surface is in need of replacement.

**Bylaw amendment at AGM on August 25, 2014  
Registered under No. CA3931759 on August 28, 2014**

- (k) the patio of Strata Lot 4 (104) shall conform to the rest of the Strata Corporation and replacement is not allowed.

- (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.

## Obtain approval before altering common property

12 (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.

**Bylaw amendment at AGM on August 25, 2009**

- (3) The chimney flue has been blocked at Strata Lots 5 (Unit 103), 10 (Unit 203), 15 (Unit 303), and 20 (Unit 403). The fireplaces are to be used as electric only.

### Alterations to a strata lot or common property

- 13** (1) This bylaw does not apply to alterations that were constructed or installed before the adoption of this bylaw.
- (2) Before making an alteration to any of the following:
- the structure of a building;
  - the exterior of a building;
  - chimneys, stairs, balconies or other things attached to the exterior of a building;
  - doors, windows or skylights on the exterior of a building, or that front on common property;
  - mechanical, electrical or plumbing systems within the walls or which require a permit to replace, excluding the end use devices such as taps, shower heads, light fixtures, light switches, or electrical outlets;
  - fences, railings or similar structures that enclose a patio or balcony or yard,
  - common property located within the boundaries of a Strata Lot;
  - all or a portion of flooring in a Strata Lot located above the ground floor;
  - significant betterments to the Strata Lot including, but not limited to, the construction or removal of interior walls;
  - common property, including limited common property; and,
  - common assets.

an owner must first:

- obtain the written consent of the Strata Council authorizing the alteration;
  - obtain owner approval at a general meeting to alter a strata lot's boundaries or make significant changes to the use or appearance of the common property, pursuant to sections 70(4) and 71 of the Act, if applicable,
  - satisfy the conditions or agree to satisfy the conditions attached to the grant of permission by the Strata Council.
- (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.

### Application Procedure

- (3) The application of the owner for an Alteration shall be in writing and shall enclose the following (the "Application"):
- 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.

(4) Upon receipt of an application for an alteration, the Strata Council shall, in writing, within four (4) weeks from the date of receipt of the Application or an Amended Application:

- a. request further information,
- b. approve the Application or Amended Application; or
- c. reject the Application or Amended Application.

(5) The Strata Council must not unreasonably refuse to permit an owner to make an alteration to his or her strata lot and must ensure that any conditions attached to a grant of approval of a proposed alteration must be proportionate with the type and extent of the proposed alteration and its potential impact on other strata lots and the building as whole.

### **Conditions for Approval**

(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 British Columbia licensed contractors or subcontractors to perform the work;
- f. if the proposed alteration warrants it, employ, at the owner's expense, a plumber, electrician, gas fitter, architect, engineer, structural engineer, building envelope specialist or other qualified professional, as required in the sole discretion of the strata corporation, to prepare specifications, provide inspection and certification service 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. cause all work to be conducted in accordance with the Strata Corporation's bylaws and the noise bylaws of the Municipality so as to not cause a nuisance or disturb the surrounding owners and shall ensure that all work is conducted between the hours of 9:00 a.m. and 5:00 p.m Monday to Saturday;
- n. execute an Indemnity & Alteration Agreement that reflects and is proportionate to the scope of the proposed alteration, and which is satisfactory to the Strata Corporation;
- 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;
- 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; and,
- q. any other conditions reasonably required in the opinion of the Strata Council given the nature of the proposed Alteration.

### **Flooring Requirements**

- (7) An owner, occupant or tenant of a strata lot that is located above another strata lot who installs any flooring in a strata lot must install underlay that when combined with the flooring, sub flooring and ceiling below will provide a minimum IIC rating of 72. The Owner, occupant, or tenant must:
  - a. provide the Strata Council with the specifications of the proposed flooring and underlay prior to removing the existing flooring or installing the flooring;
  - b. provide the Strata Council with proof of purchase of the flooring and underlay;
  - c. allow the Strata Council to enter into the strata lot to verify the installation of the underlay before it is covered by the flooring.
- (8) In the event the Strata Corporation receives noise complaints from the owners of the Strata Lot(s) below a strata lot that has installed flooring, the Strata Council may require the owner of the Strata Lot with the flooring to permit the Strata Corporation, its council members, agents and employees, entry to the strata lot for the purpose of carrying out sound testing to determine the IIC rating of the flooring.
- (9) In the event that the IIC rating of the flooring is:
  - a. 62 or lower, the Strata Council may charge the cost of testing the flooring to the owner of the Strata Lot in which the flooring is installed; or
  - b. 63 or higher, the Strata Council will equally share the cost of testing the flooring with the owner of the strata lot who has submitted the noise complaints.
  - c. 62 or lower the Strata Corporation may require the owner of the Strata Lot with the altered flooring to:
    - i. take all reasonable steps to reduce noise transmission including but not limited to: installing area rugs in high traffic areas, avoid walking with hard soled shoes, install felt pads on furniture legs;
    - ii. cover the flooring with carpeting; or

- iii. remove the flooring and replace it with flooring that conforms with the bylaws.

#### **14 Alterations Installed Without Permission**

- (1) If an owner installs or constructs an Alteration after the adoption of this bylaw and 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 refuse to approve the Unauthorized Alteration and may require its removal or the restoration of the strata lot to its former condition. The Strata Corporation may also enter on to the strata lot and remove the Unauthorized Alteration and restore the strata lot to its previous condition pursuant to section 133 of the *Strata Property Act*.
- (3) If the Strata Council does retroactively approve the Unauthorized Alteration, then such approval must be in compliance with these bylaws.
- (4) 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) (c) 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.

#### **15 Permit entry to Strata lot**

- (1) Owners must leave with the Strata Council all keys necessary to permit entry into their suites in case of emergency. Two Members of the Strata Council (or, if this is not possible, one Member of the Council and another Owner) must together enter the suite at such times and such entry shall be recorded as to date, time and reason for entry and any procedure undertaken or authorized.
- (2) The Owner shall be advised of these particulars as soon as feasible, in person or by phone if possible, or by letter or wire if absent from Victoria at such address as he/she has left with the Strata Council during his/her absence.

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

#### **Repair and maintenance of property by Strata Corporation**

- 16** 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 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, including casings, sills and frames, 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, 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 including sills, casings and frames 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.

**Bylaw amendment at SGM on June 3, 2002  
Registered under No. ET066732 on June 14, 2002**

- (e) repair any damage caused to the interior of a Strata Lot due to structural failure of common property, but only if the problem is immediately reported in writing to the Strata Council. Any such restoration shall be limited to restoring the damaged areas to the condition that existed before the damage occurred. The Strata Corporation shall not be held responsible for complications arising from delayed notification of the problem.

### **Division 3 – Council**

#### **Council size**

**17** The Council must have at least 3 and not more than 6 Members.

#### **Council Members' terms and eligibility**

- 18** (1) The term of office of a Council Member ends at the end of the annual general meeting at which the new Council is elected [amendment SPAA s.51(c)].
- (2) A person whose term as Council Member is ending is eligible for re-election [note deletion of s. 10(3), (4) and (5) SPAA s. 51(d)].
- (3) A Family Member of an Owner who is permanently Resident may be a Council Member.

- (4) An Owner or Family Member of an Owner in default of Strata fees, special levies or fines may not be a Council Member.

### **Removing Council Member**

- 19** 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.

### **Replacing Council Member**

- 20** (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**

- 21** (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**

- 22** (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**

- 23 (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**

- 24 (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**

- 25 (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**

- 26** (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 not 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**

- 27** The Council must inform Owners of the minutes of all Council meetings within 4 weeks of the meeting, whether or not the minutes have been approved.

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

- 28** (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**

- 29** (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.

### **Maximum Expenditure by Strata Council**

(2) Subject to sub section 98 (3) of the Act, an expenditure which has not been included in a budget approved by the Owners, may be made out of the operating fund if the expenditure, together, with all other unapproved expenditures, whether the same type or not, does not exceed \$5,000.00.

**Bylaw amended at AGM August 30, 2011  
Registered Number #FB0434302 on September 14, 2011**

### **Contingency Reserve Fund**

(4) The amount of the Contingency Reserve Fund shall be allowed to exceed 100% of the total annual budget of the Strata Corporation.

### **Limitation on liability of Council Member**

- 30** (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**

**Bylaw amendment at AGM on July 19, 2005 – see (a) and (c)  
Registered under No. EX089111 on July 20, 2005**

- 31** (1) The Strata Corporation may fine an Owner or Tenant a maximum of
- (a) \$50 for each contravention of a Bylaw, except for breach of Bylaw 4, (rentals and exchanges), and
  - (b) \$10 for each contravention of a Rule.
  - (c) \$500 for each contravention of Bylaw 4 (rentals and exchanges).
- (2) The Strata Corporation may commence a proceeding under the Small Claims Act against an Owner or other person to collect money owing to the Strata Corporation, including money owing as a fine, without the authorization of a resolution of the Owners under section 171 (2) of the Act.

### **Continuing contravention**

- 32** 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

- 33** (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

- 34** (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

- 35** (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 of a Strata lot who is in default of Strata fees, special levies, user fees or fines is not eligible to vote, except on matters requiring a unanimous vote [section 53 (2)].

## Order of business

**36** 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

- 37** (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 – Interpretation of the Strata Corporation Bylaws**

### **Severability**

- 38** For the purpose of interpretation of the Strata Corporation Bylaws, each paragraph subparagraph and section of all Bylaws in force and effect from time to time shall be deemed to be a separate Bylaw and should a court of competent jurisdiction or an Arbitrator find any paragraph, subparagraph or section of any Bylaw to be unenforceable then such paragraph, subparagraph or section shall be deemed to be severable and the remaining paragraph, subparagraph and sections shall be given the broadest interpretation possible & shall not be deemed to be void & enforceable.

## **Division 8 – Miscellaneous**

**Bylaw amendment at AGM on July 19, 2005  
Registered under No. EX089111 on July 20, 2005**

### **Keys, Transmitters or Access Devices**

- 39** (1) Two keys or such access devices as may replace conventional keys will be issued initially for each strata lot. Owners may apply to the council for additional key(s) but must satisfy the council that it is for a legitimate purpose and pay for the additional key(s). The current refundable deposit is \$50.00 for each additional key or access device.
- (2) One garage door opener transmitter or such device as may replace a transmitter will be issued initially for each strata lot. Owners may apply to the council for an additional transmitter or access device. The current refundable deposit is \$50.00 for each additional transmitter or access device.

**Bylaw amendment at AGM on July 19, 2005  
Registered under No. EX089111 on July 20, 2005**

### **Fractional Ownership and Time Shares**

- 40** Fractional ownership of lots or time sharing agreements are prohibited.