

**STRATA PLAN VR399  
WHYTECLIFF BUILDING  
BYLAWS**

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

**PREFACE:**

**Please Note Carefully:**

- a) The term OWNER, where used herein, shall be deemed to also apply to an owner's tenant, lessee, guest, visitor, servant or occupant of whatever nature in all matters contained in these bylaws relating to, but not necessarily restricted to, the use, protection, maintenance and enjoyment by others of the building and/or its facilities.
- b) This in no way negates or limits the owner's full responsibility for such invitees while in the building or on the grounds.

The following shall be complied with at all times:

**Payment of strata fees**

- 1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$25.00 on the 15<sup>th</sup> day of the month, \$50.00 on the 15<sup>th</sup> day of the second month the strata lot is in arrears, and \$100.00 on the 15<sup>th</sup> day of each month thereafter.
- 3) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 4) If an owner is late in paying his or her special levy, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid. In addition to interest, failure to pay special levy on the due date will result in a fine of \$25.00 on the 15<sup>th</sup> day of the month, \$50.00 on the 15<sup>th</sup> day of the second month the strata lot is in arrears, and \$100.00 on the 15<sup>th</sup> day of each month thereafter.

## **Repair and maintenance of property by owner**

- 2** 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.

## **Use of property**

- 3** 1) Each strata lot shall be occupied as a single-family residence only. Unless otherwise authorized by the Strata Council for a limited period of time, all units shall be restricted to the following number of occupants:

- a) in a one bedroom suite - no more than two occupants.
- b) in a two bedroom suite - no more than three occupants. All occupants (four maximum) in residence on November 25, 1998, will be allowed to remain; when the occupancy changes, this bylaw will have to be complied with.  
*Amended Nov. 25<sup>th</sup> 1998*

For the purpose of definition, a person residing in a strata lot for ninety (90) days or more will be considered an occupant, unless otherwise authorized by the Strata Council.

- 2) Each strata lot shall not be used for any licensed activity. *Added November 15, 2016*

- 3) All strata lot occupants must be registered with the strata corporation. *Added November 15, 2016*

- 4** No animal(s), livestock, fowl or pet(s) shall be allowed within any strata lot or on the common property, excluding seeing eye or hearing-assistance animals.

- 5** 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, disturbance 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) a) 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.
- b) The playing of games, sports or loitering is not permitted in the lobbies, common hallways, elevators or lockers.
- c) No rollerblading, skateboarding, scooters, playing of games or sports is permitted on any common property.
- 3) An owner, tenant or occupant must not
  - a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
  - b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
  - c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
  - d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
  - e) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
  - f) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
  - g) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
  - h) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply, heating or electricity;
  - i) allow a strata lot to become unsanitary or a source of odour;

- j) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property;
  - k) install any window coverings, visible from the exterior of the strata lot, which are not white or off white in colour;
  - l) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
  - m) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
  - n) erect on or fasten to the strata lot, the common property any television or radio antenna, satellite dish, or similar structure or appurtenance thereto;
  - o) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
  - p) place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, summer furniture and accessories; and
  - q) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.
- 4) 1) No smoking is allowed:
- (a) in the strata lot;
  - (b) on the interior of common property, including but not limited to in hallways, elevators, parking garages, electrical and mechanical rooms, stairs, storage locker areas;
  - (c) on patios and balconies; and
  - (d) within 8 meters (26 feet) of a door, window or air intake.
- 2) "Smoking" for the purposes of this bylaw, means releasing into the air gases, particles, or vapours as a result of combustion, electrical ignition or vapourization, when the apparent or usual purpose of the combustion, electrical ignition or vapourization is human inhalation of the by-products, except when the combusting or vapourizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense, The term "Smoking" includes, but is not limited to, tobacco smoking, smoking using electronic cigarettes, marijuana smoking, and crack cocaine smoking.

3) All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw. Owners and tenants must ensure that this bylaw is not violated by their visitors or anyone else they let into the complex.

4) The owners acknowledge that Council can make reasonable accommodation for one or more individuals that have an addiction to nicotine that is a physical or mental disability. Whether or not reasonable accommodation is required is in the reasonable discretion of Council. In making the accommodation, Council will consider how to accommodate the disability without exposing others to second-hand smoke. Amended November 20, 2018

5) No owner will use a barbecue, hibachi or other like cooking device on a balcony or patio or on any common property.

### **Inform strata corporation**

6 1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation through its management company of the owner's name, strata lot number and mailing address outside the strata plan, if any.

2) Within 2 weeks occupancy, a tenant must inform the strata corporation through its management company of his or her name and the names of all occupants.

### **Renovations and Alterations in Strata Lots by Owners** *Amended November 14<sup>th</sup> 2006*

7 1) a) i. An owner planning any kind of renovation or alteration – other than repainting – must file with the Woodcroft Estates Property Manager at least two weeks prior to commencing the project a written description of the project but may begin the renovation or alteration earlier at the discretion of the Strata Council. Amended November 20, 2018

ii. If the project falls within the description of any of the activities set out in paragraph 7 1) b) or c) below, the owner must submit detailed plans together with the written description of the project. The owner must not proceed with the project unless and until the strata council approves the project in writing.

b) Projects that require prior council approval include any alteration or modification of any part of the exterior or interior of the strata lot or common property, except floor covering as provided in bylaw 7 3).

c) Without restricting the generality of the foregoing bylaw 7 1) b), alterations or modifications requiring prior council approval include projects involving:

i. The exterior of the building.

- ii. Doors and windows (including the casings, the frames and the sills of such doors and windows) on the exterior of the building, or that front on common property.
  - iii. The addition of security devices to the entrance door of the strata lot. (Fire regulations strictly forbid the drilling of holes through the doors (e.g. second dead bolts).
  - iv. Installation of anti glare glass or film on a window or windows or sliding doors of a strata lot.
  - v. Electric wiring, plumbing, piping, heating and similar services.
  - vi. Installation of additional bathrooms, shower stalls, washbasins or toilets.
  - vii. Balconies and decks or any part of the exterior except for re-painting the floors, walls and ceilings in the approved colour. (*The colour code can be obtained from the Woodcroft management office.*)

Owner proposed balcony flooring must be floating, no more than 2 inches thick, allows for moisture drainage, does not damage the urethane membrane and can be easily lifted to allow for cleaning and any future review or maintenance work required. A product specification sheet must be provided with the renovation application form. Flooring must not be installed without strata corporation authority.

*Amended November 15, 2016*
  - viii. Removal, alteration or re-location of any interior wall.
  - ix. Those parts of the strata lot which the strata corporation must insure under section 149 of the act, namely pipes, wires, cables, ducts and other facilities for the passage or provision of water, sewage, drainage, electricity, telephone, television or other similar services if they are located within a floor, wall or ceiling that forms a boundary between the strata lot and another strata lot, between the strata lot and common property, or any such services wholly or partially within a strata lot if they are capable of being and intended to be used in connection with the environment or another strata lot or the common property.
- 2) Installation and/or use of garburators and /or in-suite washers and dryers is not permitted.
  - 3) All flooring renovation applications must be submitted to the strata corporation in writing with copies of the flooring and underlay or membrane specification sheets. Flooring must not be installed in any strata lot without the prior written approval of the Strata Council.

If approved, the replacement floor must be a "floating floor" and must be installed on a resilient sub floor.

- a. Carpets must be installed wall to wall with a minimum 8 mm thick underlay.
- b. Hard surface flooring including but not limited to engineered hardwood, laminate or vinyl plank require acoustic underlay of high density, minimum 3mm thick with FIIC (Floor Impact Isolation Coefficient) rating of 73 or greater, and/or STC (Sound Transmission Class) rating of 73 or greater. In addition, at least 60% of the hard surface must be covered in rugs.
- c. Very Hard surface flooring including but not limited to ceramic tile, marble or slate must have an uncoupling membrane layer or forgiving sheer interface membrane layer between the substrate and the tile. This form of hard surface flooring will be restricted to the areas shown on the original plans of the building as entryways, bathrooms and kitchen.

The replacement floor must not in any way increase the transmission of noise from the strata lot in which the flooring has been replaced to any adjoining strata lot.

*Amended November 21, 2017*

- 4) Owners' liabilities with respect to alterations by an owner to a strata lot are contained in bylaws 7 11) to 7 13) inclusive.
- 5) The strata corporation must not unreasonably withhold its approval under bylaws 7 1) but may require, as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.
- 6) An owner performing or contracting with others to perform renovations or alterations will be responsible financially and otherwise, for ensuring that any and all required permits and licenses are obtained from the appropriate government authorities. Copies of such permits and licenses are to be delivered to the office of the property manager of the strata corporation prior to the commencement of work.
- 7) Should an owner alter or modify a strata lot, any consequent expense incurred by the strata corporation to repair damage resulting directly or indirectly from such alterations or modifications shall be borne by the actual owner. By actual owner is meant, the person who owns the strata lot at the time the damage is discovered, despite the fact that a different owner may have undertaken the alteration or modification.
- 8) An owner must give the resident manager two working days' notice prior to the scheduled arrival of trades persons or delivery of materials.
- 9) a) An owner, tenant, occupant or visitor doing renovations, maintenance or repair work in a strata lot is confined to the hours of 8:00 a.m. to 5:00 p.m.,

- Monday to Friday and 10:00 a.m. to 5:00 p.m. on Saturday. No work of any kind that produces noise can be done on Sunday or public holidays. All refuse and leftover or used materials must be removed off-site and not placed within the strata corporation's refuse disposal units or left anywhere on common property.
- b) Contractor hours of operation are confined to the hours of 8:00 a.m. to 5:00 p.m. No contractual work will be permitted on Saturdays, Sundays or public holidays, with the exception of carpet cleaning, which will be permitted on Saturdays between the hours of 10:00 a.m. and 5:00 p.m., provided portable (non-truck mounted) equipment is used. Notification must be given to the resident manager by the owner, of the contractors' plans and purpose, and for permission for elevator use, protection and padding. Contractors must retain minimum liability coverage of one million dollars (\$1,000,000.00) and must have the appropriate licenses. All refuse must be removed off-site and not placed within the Strata Corporation's refuse disposal units. Contractors must gain access to the building through the loading bay.
  - c) Owners, tenants, occupants, their visitors and contractors must make sure that the common areas of the building are left in a clean condition at the end of each working day.
- 10) An owner in contravention of any of bylaws 7 1) – 7 9) inclusive shall be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair cost.
- 11) The Strata Corporation will require as a condition of its approval, that the owner agrees in writing to certain terms and conditions, including, but not exhaustively, the following:
- a) Alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
  - b) That the standard of work and materials be not less than that of the existing structures;
  - c) All work and materials necessary for the alteration be at the sole expense of the owner;
  - d) The owner from time to time of the strata lot receiving the benefit of an alteration to common property must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property.



- e) The owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs of or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who had benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation.
- 12) An owner who has altered common property prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the Strata Corporation as a result, directly or indirectly, of the alteration, must be borne by the owner.
- 13) An owner who, subsequent to the passage of bylaws 7 1) – 7 9) inclusive, alters common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

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

*Added Nov. 16<sup>th</sup> 1999*

- 8** An owner, tenant or occupant shall permit the strata corporation and/or its agents, with prior notice (except in case of an emergency, when no notice shall be required) to enter and/or to pass through his/her strata lot or areas (example, storage locker) which have been allocated for the owner's exclusive use, for the purpose of inspection and /or repair to minimize liabilities and excessive damage to an owner's property and surrounding property.

In non-emergency situations, notice of required entry would be in writing, 48 hours prior to the entry date. In situations of absentee owners, the suite occupant is responsible for notifying the owner. (A comment will be included on the notice to remind the tenant of their responsibility.)

In cases where residents are away for an extended period of time, they are responsible for informing the "management office" in writing (management's office in the Pemberton building) where they may be contacted or where notice is to be delivered. Otherwise, notice will be considered given when delivered to the suite (the notice will be left in the suite as proof of entry when the owner returns in cases

of non-contact with the owner.) In all cases, it is deemed that notification to the suite has met all requirements for entry to the owner's property.

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

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

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

- 1) common assets of the strata corporation;
- 2) common property;
- 3) 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:
  - a) the structure of a building,
  - b) the exterior of a building,
  - c) stairs, balconies and other things attached to the exterior of a building.

## **Division 3 – Council**

### **Council size**

**10** The council must have at least 3 and not more than 7 members.

### **Council members' terms**

**11** The term of office of a Strata Council member ends at the end of the annual general meeting at which time the new Strata Council is elected. Amended November 20, 2018

### **Removing council member**

- 12** 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.
  - 3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

### **Replacing council member**

- 13** 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**

- 14** 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) if the president is removed, or
  - c) 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**

- 15** 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 in bylaw 15.1 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) Where the council believes that the owners should be advised about the matters determined at a council meeting, the council will inform the owners about such meeting in the manner determined by the council.

### **Requisition of council hearing**

- 16** 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 date of receipt of the request by the council [amendment SPAA s. 51 (f)].
  - 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**

- 17** 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**

- 18** 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) Robert's Rules of Order will be used in conduct of all meetings.
- 4) No person other than a member of the council shall be entitled to attend a meeting of the council unless authorized by a resolution of the council. In the course of a meeting of the council, any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.

### **Voting at council meetings**

- 19** 1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
  - 3) The results of all votes at a council meeting must be recorded in the council meeting minutes [amendment SPAA s. 51(g)].

### **Council to inform owners of minutes**

- 20** The council must post 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**

- 21** 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 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**

- 22** 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**

- 23** 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 judgement against the strata corporation.

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

### **Maximum fine**

- 24** 1) Except where otherwise indicated in a specific Bylaw, the Strata Corporation may fine an Owner a maximum of:
  - (a) \$200.00 for each contravention of a Bylaw, and
  - (b) \$50.00 for each contravention of a Rule.
  - (c) \$500.00 for each contravention of a rental Bylaw.

- (d) \$1000.00 for each contravention of a Bylaw that prohibits or limits use of all or part of a residential strata lot for remuneration as vacation, travel, short-term or temporary accommodation (28 days or less). Amended November 20, 2018
- 2) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant 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 \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.
- 3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation 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 pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible 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 against such separate component.

### **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.
- 4) Robert's Rules of Order will be used in conduct of all meetings.

#### **Participation by other than eligible voters**

- 26** 1) Notwithstanding section 48(3) of the Act, if within one-half hour for the time appointed for a general meeting, a quorum is not present, the meeting shall be called to order and the persons entitled to vote, present in person or by proxy, shall be a quorum.
- 2) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 3) Persons who are not eligible to vote, including tenants and occupants, may not participate in the discussion at the meeting.
- 4) 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) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- 7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

### **Order of business**

- 28** The order of business at annual and special general meetings is as follows:
- 1) certify proxies and corporate representatives and issue voting cards;
- 2) determine that there is a quorum, as described in bylaw # 26 1);



- 3) elect a person to chair the meeting, if necessary;
- 4) present to the meeting proof of notice of meeting or waiver of notice;
- 5) approve the agenda;
- 6) approve minutes from the last annual or special general meeting;
- 7) deal with unfinished business;
- 8) 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;
- 9) ratify any new rules made by the strata corporation under section 125 of the Act;
- 10) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- 11) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- 12) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- 13) elect a council, if the meeting is an annual general meeting;
- 14) 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 - Miscellaneous Matters**

- 30** 1) An Owner shall reimburse the Strata Corporation for the expense of any maintenance, repair or replacement or any loss or damage to that Owner's strata lot, the common property or the contents of same if:

- (a) The 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:
1. that Owner;
  2. any member of the Owner's family;
  3. the Owner's pet(s); or
  4. the Owner's guests, employees, contractors, agents, tenants, volunteers or their pets;

but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the Owner.

2) For greater certainty, an Owner shall be deemed to be responsible even if that Owner is not negligent and such responsibility shall be construed on a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act, plus repair costs and other related costs or expenses not covered by proceeds from insurance.

3) Without restricting the generality of the foregoing, an 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:
1. Dishwasher;
  2. Refrigerator with ice/water dispensing capabilities;
  3. Toilet, sink, bathtub and/or shower;
  4. Mobile air conditioner;

5. Plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the Owner; or
6. Any other similar type of appliance, equipment or fixture
7. Any damage arising out of any alteration or addition to the strata lot or the common property installed by that Owner or a prior Owner of that strata lot; and
8. Any damage to property that an Owner is required to repair and maintain.

4) An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to common property or other assets of the Strata Corporation or to any other unit owned by any other Owner, including the Owner's unit, as a result of damage arising from a grow operation, clandestine laboratory or other illegal activity installed in or operating from the Owner's unit in the Strata Corporation, but only to the extent that such expense is not reimbursed by the proceeds received by operation of any insurance policy held by the Strata Corporation. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the Owner.

5) For the purposes of this Bylaw, the lesser of the amount of the damages or the insurance deductible plus an uninsured repair costs and related legal costs shall be charged to the Owner's account.

6) Any insurance deductibles or uninsured repair costs charged to an Owner shall be added to and become part of the assessment of the Owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

7) This Bylaw does not in any way limit the Strata Corporation's ability to sue an Owner in order to recover the deductible portion of an insurance claim if the Owner is responsible.

Amended November 20, 2018

### **Small claims action**

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

### **Garbage disposal**

**32** An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.

### **Bicycles, storage and parking**

**33** 1) No bicycles are to be kept on balconies or patios; instead, they shall be stored within the bike lock-ups on P1 or owners' designated storage locker on parking level. Bicycles must be clean before being transported through hallways; owners are responsible for any cleaning cost incurred by bringing their dirty bicycle inside.

*Amended November 24, 2015*

2) Any owner, tenant or occupant who leaves any item anywhere on or in the 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 by anyone that is an insured under that policy.

3) Without the consent of the Council, no part of common property shall be used for storage.

**34** 1) No repair(s) or adjustment(s) to motor vehicle(s) or other mechanical equipment shall be carried out on common property. No changes of oil or similar fluids may be made on any common property.

2) Private passenger vehicles only, which display valid insurance and meet current safety standards, shall be parked on common property and these shall be parked in designated and assigned parking spaces only.

3) Without the approval of the council, no motor vehicle, trailer or boat or equipment of any kind shall be parked on any common property. No resident's vehicle shall be parked in aboveground spaces, or other visitor spaces so assigned. In case of violation, management has the right to remove the vehicle immediately without notice.

4) Owners or residents shall be responsible for cleaning up oil leakage in their parking stalls, as well as the maintenance of same in a neat and orderly condition; failing which, after "ten days' notice", the strata corporation will assess fines and arrange for such cleaning at the owner's expense. Failure to repair the vehicle to prevent repetition of the problem will result in the vehicle being removed at the owner's expense.

5) Park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property.

- 6) Guest parking shall be on a first come, first served basis, and only in designated guest parking areas. Guest passes must be visible on the dash and are valid for 24 hours only. Extended guest parking permits must be obtained from the management office and are valid for a maximum of 2 weeks (14 days). Guests wishing to stay longer than two weeks must obtain a rented underground parking stall. Violation of this bylaw will result in the immediate removal of the vehicle at the owner's expense.
- 7) Unlicensed vehicles that have not been driven in more than three months must be covered with a clean car tarpaulin that must be purchased at cost from the strata corporation.

### **Move in / move out & Deliveries**

- 35 1) The movement in and out of the building of household furniture and other effects, requiring a vehicle and the exclusive use of the elevator or continuous use of the elevator is not permitted on Sundays, except when the last or first day of the month falls on a Sunday. All moves and deliveries are to be made through the loading doors only and must be started and completed only between the hours of 8:00 a.m. to 8:00 p.m.
- 2) Effective January 1, 1999, the sum of Seventy Five Dollars (\$75.00) will be charged against a strata lot each occasion there is a change of occupancy where the incoming occupant moves in furniture.
- 3) The Seventy Five Dollars (\$75.00) fee is designated a "move-in" fee and is chargeable against a strata lot and due and payable by the strata lot owner immediately after the incoming occupant has taken possession.

### **Selling of strata lots**

- 36 1) An owner of a strata lot, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property.
- 2) An owner of a strata lot, when selling a strata lot, will be permitted to hold a public open house in the matter prescribed by the council.

### **Acquisition or disposition of personal property**

- 37 The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a  $\frac{3}{4}$  vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.

## **Recreation facilities**

- 38** 1) All owners, tenants or occupants will comply with the rules governing the use and enjoyment of the recreation areas enjoyed by the owners of Strata Plan VR399 and VR460 under a Recreation Easement Agreement and a Licence Agreement as posted in each particular room or area and such postings will constitute sufficient notice to all owners, and owners tenants or occupants and their guests will comply with the posted rules at all times.
- 2) All facilities are for the use of the owners, tenants, occupants, and accompanying guests only.

## **The Association**

- 39** VR399 shall join with Strata Plans VR283, VR399, VR437 and VR460 to form an association to be known as the Woodcroft Association of Strata Councils to assist in directing and controlling the expenditures of the common grounds budget as approved by the owners at each respective strata corporation's annual general meeting. An executive committee shall be formed by the Woodcroft Association of Strata Councils to be called the Woodcroft Association Executive Council, to meet regularly as decreed by its members, or as may be felt necessary, to accomplish the joint goals of the Woodcroft Association of Strata Councils.

The council of VR399 shall appoint two members from the council to become members of the Woodcroft Association Executive Council with full powers to implement the programs in place and to be put in place as expressed by the Woodcroft Association of Strata Councils.