



STRATA PLAN BCS 2877 WATERCOLOURS

BYLAWS

**STRATA PLAN BCS 2877
WATERCOLOURS BYLAWS**

Amendments:

Registration:	November 4, 2011	BB4020731
Registration:	November 13, 2013	CA3452856
Registration:	November 22, 2016	CA5664476
Registration:	November 8, 2017	CA6432320
Registration:	November 28, 2018	CA7215788

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Strata Plan BCS 2877**

SCHEDULE OF BYLAWS

Preamble

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act"). For the purposes of these bylaws, a "resident" means collectively, an owner, tenant or occupant of a Strata Lot.

COMPLIANCE WITH BYLAWS AND RULES

All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1. Payment of Strata Fees and Special Levies

- 1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.2 Where an owner fails to pay strata fees in accordance with bylaw 1.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of up to \$200.00 for each contravention of bylaw 1.1.
- 1.3 An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account.
- 1.4 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 1.3 is a contravention of bylaw 1.3 and the strata corporation will levy a fine of \$25.00 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$25.00, and an administration charge as set out by the management company, and any administration charge as set out by the strata corporation's financial institution.
- 1.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 1.6 Failure to pay a special levy on the due date will result in a fine of up to \$200 for each contravention of bylaw 1.5. Outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

1.7 When arrears of strata fees exceed three monthly payments, or when special levies are in arrears for over two months, a lien may be placed by the strata corporation on the strata lot involved at the owner's expense for unpaid strata fees and special levies.

2. 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.

2.2 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. Use of Property

3.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

- (a) causes a nuisance or hazard to another person,
- (b) causes unreasonable noise,
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (d) is illegal,
- (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, or
- (f) that is in contravention of any rule, order or bylaw of The City of Burnaby applicable to the strata lot or that will result in any unusual or objectionable odour to emanate from the strata lot, or that is inconsistent with the intent of these bylaws.

3.2 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.

A resident shall not:

- (a) use his strata lot for any purpose which may be injurious to the reputation of the building;
- (b) make or cause to be made any structural alteration to his strata lot, or paint, decorate or add to or remove any structure from the exterior of the building or the exterior of the strata lot or add to or alter the wiring, plumbing, piping or other services on his strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the strata council.

3.3 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.

- 3.4 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws 3.1, 3.2 and 3.3, any insurance deductible paid or payable by the strata corporation will be charged to the owner.
- 3.5 A resident must not use, or permit to be used, the strata lot except as a private dwelling home and, unless granted prior written approval by the council, a resident must not allow more than four persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit. For the purposes of this bylaw 3.5, a "person" is defined to include children, but exclude visitors staying for less than 30 days with an owner, occupant or tenant of a strata lot.
- 3.6 A resident who alleges hardship as a result of the passage of bylaw 3.5 may appeal to the council for permission to be exempt from bylaw 3.5 on the basis of hardship and the council must not unreasonably refuse the appeal.
- 3.7 *A strata lot must not be used for short-term accommodation purposes, such as a bed-and-breakfast, lodging house, hotel, motel, time-share or vacation rental. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a strata lot.*
- 3.8 A strata lot and the common property (including limited common property) must not be used, occupied or modified for the purpose of the growing, producing, harvesting, marketing, selling or distribution of cannabis or marijuana. Storage within a strata lot or transport through common property of cannabis or marijuana is also prohibited, except for quantities less than or equal to limits specified (if any) for legal personal possession of cannabis or marijuana under relevant Canadian or BC legislation.

4. Pets and Animals

- 4.1 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.
- 4.2 An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) either two dogs, two cats, or one of each

- 4.3 The owners of pets shall be fully responsible and liable for the actions of their pets within the common and limited common property. These responsibilities include but are not limited to the following:
- (a) The immediate removal of any waste due to their pet on common and limited common property;
 - (b) The no dogs restriction regarding the use of Watercolours Park;
 - (c) An owner must control and reduce the noise due to their pet to the extent that such noise is deemed a nuisance by other residents within a strata lot, the common and limited common property, and
 - (d) An owner must not allow his pet to cause injury to another resident or pet.
- 4.4 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 4.5 No vicious dogs are permitted in any strata lot or on any portion of the common property. For purposes of this bylaw, a vicious dog means the following:
- (a) any dog that has killed or injured any person or animal while running at large;
 - (b) any dog that aggressively harasses or pursues another person or animal while running at large;
 - (c) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting; or
 - (d) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any dog of mixed breeding which includes any of these breeds; or any dog which has the appearance and physical characteristics predominantly conforming to these standards for any of the above breeds, as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.
- 4.6 If a pet is deemed to be a nuisance by the strata council, it shall be removed from the strata corporation within thirty (30) days. Visitors shall be informed of the rules concerning pets and residents will be responsible for the clean-up or damage caused by pets brought onto the common property by their guests.
- 4.7 A resident whose pet contravenes bylaws 4.2 to 4.5 (inclusive) may be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- 4.8 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.

5. Inform Strata Corporation

- 5.1 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.
- 5.2 On request by the strata corporation, a tenant must inform the strata corporation of his or her name.
- 5.3 Any owner of a strata lot who leases his lot without submitting a Form K in accordance with the Strata Property Act shall be liable to a fine of \$100.00 for every month or part thereof that a tenant is in occupancy of the strata lot and the Form K is not submitted.

6. Obtain Approval Before Altering a Strata Lot

- 6.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights, on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
 - (h) the painting of the exterior, or the attachment of sunscreens or greenhouses, or a satellite dish.
- 6.2 The strata corporation must not unreasonably withhold its approval under bylaw 6.1, 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 and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.
- 6.3 An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

7. Obtain Approval Before Altering Common Property

- 7.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including limited common property, or common assets.
- 7.2 An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:

- (a) submit, in writing, detailed plans and description of the intended alteration;
- (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
- (c) obtain the consent of the owners by written approval of the strata council under bylaw 7.1. 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.

7.3 The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

- (a) that 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) that all work and materials necessary for the alteration be at the sole expense of the owner;
- (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets 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, limited common property or common assets;
- (e) that 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 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 has 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, and shall become due and payable on the due date of payment of monthly strata fees.

7.4 An owner who has altered common property, limited common property or common assets 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 who has benefited from the alteration.

7.5 An owner who, subsequent to the passage of bylaws 7.1 to 7.3 (inclusive), alters common property or limited common property without adhering strictly to these bylaws, must

restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, 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 or limited 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.

8. Renovations / Alterations in General

- 8.1 An owner must give the council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.
- 8.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 8.3 A resident must be responsible to ensure:
- (a) drop cloths are installed and removed daily to protect common areas from any spillage or dripping; and
 - (b) stairs and paths through the parking areas are regularly cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed and cleaned daily;
- 8.4 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the council at least five business days before the holiday date.
- 8.5 An owner must be in attendance for all **SIGNIFICANT** renovations/alterations, the determination of **SIGNIFICANT** shall be in the discretion of the council.
- 8.6 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 licences are obtained.
- 8.7 An owner in contravention of any of bylaws 8.1 to 8.7 (inclusive) shall be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

9. Permit Entry to Strata Lot

- 9.1 An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

- (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
 - (ii) to ensure a resident's compliance with the Act, bylaws and rules.
- 9.2 The notice referred to bylaw 9.1(b) must include the date and approximate time of entry, and the reason for entry.
- 9.3 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation.
- 9.4 Where the strata corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot, which are capable of being used in connection with the enjoyment of any other strata lot or the common property, the strata corporation and its agents shall, in carrying out any work or repairs, do so in a proper and workman-like manner. The strata corporation shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.

DIVISION 2 -- POWERS AND DUTIES OF STRATA CORPORATION

10. Repair and Maintenance of Property by Strata Corporation

- 10.1 The strata corporation must repair and maintain all of the following:
 - (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows or skylights, on the exterior of a building or that front on the common property;

- (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot, 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 and windows on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

DIVISION 3 -- COUNCIL

11. Council Size

- 11.1 The council must have at least 3 and not more than 7 members.

12. Council Eligibility

- 12.1 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 section 116(1) of the Act.
- 12.2 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.

13. Council Members' Terms

- 13.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 13.2 A person whose term as council member is ending is eligible for re-election.

14. Removing Council Member

- 14.1 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.
- 14.2 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, or the remaining members of the council may appoint a replacement council member for the remainder of the term.

14.3 The council may appoint a council member under bylaw 14.2 even if the absence of the member being replaced leaves the council without a quorum.

14.4 A replacement council member appointed pursuant to bylaw 14.2 may be appointed from any person eligible to sit on the council.

15. Replacing Council Member

15.1 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.

15.2 A replacement council member may be appointed from any person eligible to sit on the council.

15.3 The council may appoint a council member under bylaw 15.2 even if the absence of the member being replaced leaves the council without a quorum.

15.4 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.

16. Officers

16.1 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.

16.2 A person may hold more than one office at a time, other than the offices of president and vice president.

16.3 The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act,

(b) if the president is removed, or

(c) for the remainder of the president's term if the president ceases to hold office.

16.4 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.

17. Calling council meetings

17.1 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.

17.2 The notice in bylaw 17.1 does not have to be in writing.

17.3 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.

17.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

18. Requisition of council hearing

18.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

18.2 If a hearing is requested under bylaw 18.1, the council must hold a meeting to hear the applicant within one month of the request.

18.3 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.

19. Quorum of council

19.1 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.

19.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

19.3 If a council member is unable to act for a period of time which spans over one month, such that more than one council meeting is affected, quorum will be assessed based on the remaining active council members, following the requirements of bylaw 19.1.

20. Council meetings

20.1 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.

20.2 If a council meeting is held by electronic means, council members are deemed to be present in person.

20.3 Owners may attend council meetings as observers.

- 20.4 Despite bylaw 20.3, 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.

21. Voting at council meetings

- 21.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 21.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 21.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

22. Council to inform owners of minutes

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

23. Delegation of council's powers and duties

- 23.1 Subject to bylaws 23.2 to 23.4, 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.
- 23.2 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 bylaw 23.3.
- 23.3 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.
- 23.4 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,
- (c) whether a person should be denied access to a recreational facility, or
- (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

24. Spending restrictions

- 24.1 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.
- 24.2 Despite bylaw 24.1, 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.

25. Limitation on liability of council member

- 25.1 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.
- 25.2 Bylaw 25.1 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

26. Maximum fine

- 26.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant a maximum of
 - (a) \$200.00 for each contravention of a bylaw, and
 - (b) \$50.00 for each contravention of a rule.
- 26.2 The council must, if it determines in its discretion that a resident is in contravention of any bylaws or rules of the strata corporation, levy fines for each contravention incident. The fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention. In cases of alleged bylaw violations raised by one strata unit against another, a warning letter may be issued to the strata unit in alleged contravention. Where a strata unit owner has received more than one allegation of the same bylaw violation within a one year period, the council may, upon review of the incident and determination that the same resident is in repeat contravention of a bylaw, levy fines for each contravention within a one year period following the original warning. Residents in disagreement with any alleged bylaw violations are invited to present additional information at the regular council meetings. In cases of repeated allegations raised by one strata unit against another, and where council determination is not possible, dispute resolution between the strata units will be facilitated by the council.

27. Continuing contravention

- 27.1 Except where specifically stated to be otherwise in these bylaws, 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

28. Quorum of a meeting

- 28.1 If within 15 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

29. Person to chair meeting

- 29.1 Annual and special general meetings must be chaired by the president of the council.
- 29.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 29.3 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.

30. Participation by other than eligible voters

- 30.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 30.2 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.
- 30.3 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.

31. Voting

- 31.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 31.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.
- 31.3 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 31.4 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.

- 31.5 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.
- 31.6 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.
- 31.7 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.
- 31.8 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.

32. Order of business

- 32.1 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

33. Voluntary dispute resolution

- 33.1 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.
- 33.2 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.
- 33.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 -- USE OF COMMON AND LIMITED COMMON PROPERTY

34. Marketing activities by owners and occupants

- 34.1 Signs advertising the sale or lease of a strata lot are only permitted to be displayed on the common posting board supplied by the strata corporation and must not be displayed on any part of a strata lot, common or limited common property. Any signage on the common posting board is limited in size to 8.5 x 11 inches.
- 34.2 A generic external sign indicating the availability of strata lots for sale shall be provided by the strata corporation. External real estate signage specific to any realtor or strata lot is not permitted.
- 34.3 Open house signage is permitted within the hours of 9:00 am to 8:00 pm, provided such usage is limited to the time a strata lot is available for viewing. Each open house session is limited to two days per week, and all signage must be removed by 8:00 pm. Any open house visitors must be escorted into the building by the realtor hosting the open house session.
- 34.4 Any signage in violation of bylaws 34.1 to 34.3 inclusive will be removed by the strata corporation, and any costs associated with such removal will be charged to the owner of the strata lot.

35. Disturbance of Others

- 35.1 Mops, dusters, rugs, or upholstery of any kind shall not be shaken, and no materials of any kind discharged from any window, balcony, door, patio or other part of the strata lot or the common property.

- 35.2 No barbeques other than those fuelled by propane or electricity may be used on a balcony or patio. No resident shall operate his barbeque in a manner which, in the opinion of the strata council, interferes with another resident's enjoyment of his strata lot. All barbeques must be kept at a minimum distance of 24 inches away from the building exterior walls. All residents are responsible for heat damage to the building envelope.
- 35.3 Cycling on common property other than the roadways is prohibited.
- 35.4 Renovations and alterations are limited to the hours defined in bylaw 8.4.
- 35.5 For the purposes of the Bylaws under 35.5 to 35.7, the following definitions apply:
- (a) "smoke" or "smoking" includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances;
 - (b) "vape" or "vaping" includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.
- 35.6 A resident or visitor must not smoke or vape in or on the following areas:
- (a) in a strata lot;
 - (b) any common property, including but not limited to lobbies, garbage rooms, stairwells, hallways, elevators, parking garages, service rooms, and storage lockers; and
 - (c) any limited common property, including but not limited to open balconies, patios and decks.
- 35.7 An owner of a strata lot will not throw, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse, including cigarette butts and ashes, out of the windows or doors or from the patio, deck or balcony of a strata lot.

36. Hazards

- 36.1 Fire hazards must be minimized. No item shall be brought onto or stored in a strata lot, the common property or storage lockers which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the strata corporation, or which will invalidate the insurance policy.
- 36.2 No material substances, especially burning material such as cigarettes or matches, shall be permitted to be discharged from any window, balcony, door, patio or other part of a strata lot or the common property.
- 36.3 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets while vacuuming a vehicle.

37. Cleanliness

- 37.1 All household refuse and recycling material shall be secured in suitable plastic bags, garbage containers or recycling containers. Furthermore, all household refuse and recycling materials must be stored, upon disposal, within the designated garbage disposal room. All residents must comply with the City of Burnaby recycling program as it is implemented. Household refuse is defined as items that can be secured in a plastic bag designed to fit in an under-sink garbage receptacle, for purposes of collecting kitchen or bathroom refuse.
- 37.2 Any waste material other than ordinary household refuse and normally collected recycling materials shall be appropriately disposed of by the resident in accordance with City of Burnaby bylaws. No dumping of waste materials of any kind is permitted.
- 37.3 A resident must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown or stored in the strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.

38. Exterior Appearance

- 38.1 No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the strata lot without prior written approval by the strata council.
- 38.2 No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the strata lot, without prior written consent of the strata council.
- 38.3 No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, patios, or other parts of the strata lot so that they are visible from the outside.
- 38.4 Draperies or window coverings that are visible from the exterior of any strata lot shall be cream or white in colour.
- 38.5 Patio furnishings are restricted to patio furniture, barbeques and plants. For example, no laundry or other like articles shall be hung or displayed so that they are visible from the outside of the building. Patios shall not be used for the storage of bicycles, refrigerators, freezers, storage boxes or cleaning materials.
- 38.6 Residents must ensure that Christmas lights are installed after December 1st of the year approaching Christmas and removed before January 15th of the year following Christmas.

39. Common Areas

- 39.1 The strata council shall administer all common areas and any rules and regulations formulated by the strata council from time to time shall be binding upon all owners, residents and visitors.
- 39.2 The common amenities consist of the community room and patio, fitness room, hot tub and sauna room and the associated change rooms. These amenities are for use by

residents and their invited guests only. A resident must accompany their guests when using these amenities.

39.3 The common amenities must only be used for the purposes for which they were intended:

- (a) The community room and patio is only to be used for social events organized by and for a resident and must not be used to conduct business activities in any form. Business activities include but are not limited to: the sale or promotion of a service or product, presentations, and administrative activities. The use of the community room for any business activity will result in the forfeiture of the refundable room deposit, in part or in whole as decided by the strata corporation, as well as loss of future use.
- (b) The fitness room is only to be used for purposes of personal fitness involving the use of the provided fitness equipment. The operation of fitness classes or any form of business is not permitted and will result in the loss of use by that resident to the fitness room, change rooms, hot tub and sauna amenities.
- (c) The change rooms, hot tub and sauna amenities are only to be used as intended. Usage of the rooms for any form of business as well as personal activities which should be conducted in a strata lot is strictly prohibited and will result in the loss of use by that resident to the fitness room, change rooms, hot tub and sauna amenities.

40. Storage

40.1 Bicycles, tricycles, and cycles of any kind must be stored either in the bicycle storage room, storage lockers or designated bicycle racks. No storage of these items is permitted on common property, balconies, patios or any other part of a strata lot with the exception of bicycle racks which have been installed by the strata corporation.

40.2 Motorcycles, mopeds/scooters and other limited-speed motorcycles, with or without attached pedals, are not permitted to be stored in the bicycle storage room, storage lockers or designated bicycle racks.

40.3 General purpose electrical outlets located in the parking garage are not intended for recharging electric cars and other electric transportation vehicles. Because this electricity is paid for collectively by all owners, these general purpose outlets are not intended for this use. Charging of electric vehicles, including electric mopeds/scooters and bicycles, is prohibited.

40.4 The strata corporation is not liable for the theft of any items from the storage lockers. Residents are advised against the storage of valuable items within storage lockers.

41. Parking

41.1 A resident must only park in the stall assigned to the resident. Resident parking is not permitted in the visitor parking lot, except for specific vehicles authorized by the strata council. Such vehicles must adhere to explicit conditions for parking within the visitor lot as defined by the strata council; failure to observe these conditions will result in the removal of the vehicle.

- 41.2 The storage of any unlicensed or uninsured vehicles is not permitted on the common, limited common property or land that is a common asset. A resident storing a vehicle must visibly display, on the vehicle, proof of insurance commencing on the date of the storage. Vehicle insurance must be valid as on the date of inspection. A minimum of \$2,000,000 in third party liability insurance is required.
- 41.3 A resident must not lease or rent a parking stall to any person who is not an owner or resident of the strata plan.
- 41.4 A resident or visitor must not permit their vehicle to be parked or left unattended in a manner that interferes with other parking stalls, access lanes, fire zones, and no parking areas. Roads on the common property shall not be used for parking at any time.
- 41.5 Residents or visitors must not use any parking area as a work area for carpentry, renovations, repairs, including but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds or work on vehicles involving any automotive fluids or paints, motor tune-ups or mechanical repairs.
- 41.6 A resident must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area. When washing, a resident must keep the volume of any entertainment system at a level that does not cause a nuisance to other residents.
- 41.7 A resident must not park or store any vehicle that drips oil, gasoline, diesel, antifreeze or any other fluids. Owners of vehicles causing staining from such fluids must clean up all areas affected within 7 days of notification. Failure to do so will result in the strata corporation having the areas cleaned at the owner's expense, with such expense being added to the strata fees of the responsible strata lot and deemed payable together with the strata fees for the strata lot in the next month following such contravention.
- 41.8 Parking areas may not be used for storage of more than one vehicle, except with the prior written approval of the strata council. With the exception of oversize vehicles, in a single parking stall, either two motorcycles or one vehicle together with one motorcycle is permitted. An oversize vehicle is any vehicle which interferes with another parking stall or access lane when parked in combination with a motorcycle.
- 41.9 Residents must not store items other than vehicles in parking stalls.
- 41.10 A resident or visitor operating a vehicle in the parking area must activate the vehicle's headlights and not exceed 15 km/hr.
- 41.11 Residents are required to maintain attention to security measures at the complex and as such must ensure that the garage gate is closed after entry or exit before proceeding away from it.
- 41.12 Any vehicle in the visitor parking lot must display a visitor parking pass visible through the windshield. The strata corporation will issue each strata lot one visitor parking pass. Copies of passes or handwritten passes/notes are not acceptable.
- 41.13 Visitors may park in the visitor parking lot with a visibly displayed visitor parking pass for a maximum of 48 hours. Visitors parking in excess of these hours must obtain a

special permit from the strata corporation, which would then allow a maximum limit of 14 days.

- 41.14 No vehicles exceeding 4,000 kg. G.V.W. shall be parked or brought onto the common property without the consent of the strata council, except when used in delivery to or removal from the premises. No RV, boat, or trailer shall be permitted in the parking stalls at any time.
- 41.15 Any vehicle parked in violation of bylaws 41.1 to 41.14 (inclusive) will be subject to removal by a towing company, and all costs associated with such removal will be charged to the owner of the vehicle. The strata corporation, strata council and management agent is not responsible for any damages to vehicles which are removed.

42. Damage to Property

- 42.1 A resident, owner or visitor shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.

43. Security

- 43.1 Strata lot owners or residents are responsible for anyone they admit onto or about the common property, inclusive of agents, servants, licensees, or invitees.
- 43.2 The strata council may form a Security Committee to provide guidelines for the security of individual strata lots, and to establish resident-based voluntary crime prevention programs such as Block Watch.

44. Moving

- 44.1 It is the express responsibility of the owner to ensure that all moves in or out by the owner or resident conform to the rules and regulations as established by the strata council from time to time.
- 44.2 A resident must provide notice to the strata corporation of all moving arrangements at least 72 hours before the moving date. All moves must take place between 9:00 am to 8:00 pm Monday through Friday and 10:00 am to 8:00 pm on Saturdays, Sundays and statutory holidays.
- 44.3 An owner must pay a non-refundable move fee of \$200 prior to any move in.
- 44.4 A resident using the elevator during a move must ensure that the elevator is locked into service mode by the strata corporation. Elevator doors must not be lodged open in any manner aside from the use of the service mode. Residents must also ensure that elevator wall pads and floor mats, provided by the strata corporation, are installed for the duration of the move.
- 44.5 The strata corporation will ensure that only one of the two available elevators will be used for moving events.

- 44.6 A resident must ensure that the lobby doors are not left open, ajar, or unattended. Furniture and other materials are not to be stored for any length of time in the main lobby area.
- 44.7 A resident must avoid any damage to common property and ensure that any common areas used for the move are cleaned and vacuumed immediately upon completion of the move. The costs of any repairs and / or cleaning as a result of the move will be the responsibility of the resident.
- 44.8 *Deleted*
- 44.9 A resident in contravention of bylaws 44.1 to 44.8 (inclusive) shall be subject to a fine of \$200.

45. Leasing Requirements

- 45.1 An owner must cause the tenant to execute a Form K – Notice of Tenant’s Responsibilities as provided in the Strata Property Act (British Columbia) as amended or replaced, prior to his or her occupation of the strata lot and provide the strata corporation with a copy thereof.

46. Authorization to proceed

- 46.1 The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner’s act, omission, negligence or carelessness or by that of an owner’s visitors, occupants, guests, employees, agents, tenants or a member of the owner’s family.

47. Security Cameras

- 47.1 Closed circuit television and video surveillance are installed in the common areas in the building. The system operates 24 hours a day and the Strata Corporation collects data from the closed circuit television and video surveillance.
- 47.2 The Strata Corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan BCS 2877.
- 47.3 The video files and/or security fob usage records will be used by the Strata Corporation for surveillance and monitoring purposes only, including the following purposes:
- (a) being alerted to the presence of trespassers on the strata plan;
 - (b) preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance or damage caused by any person on the strata plan; and
 - (c) enforcing those Strata Corporation bylaws and rules which relate to the safety and security of the Strata plan and its occupants.

- 47.4 The video files and security fob usage records are stored for a period of up to three months from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
- 47.5 The personal information of owners, tenants, or occupants will only be reviewed or disclosed as follows:
- (a) law and/or bylaw enforcement in accordance with Bylaw (47) herein;
 - (b) the caretaker of the Strata Corporation and Council members in accordance with Bylaw (47) herein; or
 - (c) in the event of an incident in which they are involved or affected, an owner, tenant or occupant may request a copy of the applicable video file or security fob usage records.
- 47.6 A resident or visitor must not do anything to damage or interfere with any closed circuit television, video surveillance or access fob equipment.
- 47.7 In installing and/or maintaining the systems described herein, the Strata Corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

[Schedule of Standard Bylaws]