

“GUILDFORD CLOSE”
OWNERS’ STRATA PLAN NW 2003

**STRATA CORPORATION’S BYLAWS,
RULES & REGULATIONS**

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Attached hereto are the bylaws for Strata Plan NW 2003. They are consolidated for convenience. For legal purposes please obtain a true copy as registered at the Land Title Office.



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STRATA PLAN NW 2003

GUILDFORD CLOSE

BY-LAWS

Attached hereto are the by-laws for Strata Plan NW 2003

*For legal purposes please obtain a true copy as registered at
the Land Titles Office.*

Registered: August 23, 2004 **Registration # BW387787**

Amendments Registered: September 22, 2005 **Registration # BX271069**

NOTE: This by-law package may or may not
contain the basic by-laws of the *Strata Property Act*.

**GUILDFORD CLOSE
STRATA PLAN NW2003
BYLAWS**

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**GUILDFORD CLOSE
STRATA PLAN NW2003**

**BYLAWS
IN ADDITION TO PART 7 OF THE STRATA PROPERTY ACT**

GENERAL

Refer to Part 7, Section 119 to 138 inclusive, of the Strata Property Act of British Columbia, which are the statutory Bylaws for all Strata Properties in British Columbia. The following Bylaws apply to GUILDFORD CLOSE Strata Property, and are in addition to, or supplementary to, the Bylaws of the Strata Property Act.

1. Maintenance Fees / Special Assessments:

- a) Monthly maintenance fees are due and payable on the first of each month. All maintenance accounts in arrears in excess of five days grace period will be charged at the rate of \$50.00 dollars per overdue month or part thereof.
- b) A lien may be registered once assessment fees (maintenance fees, special assessments and fines) are in arrears for more than three months and "Order for Sale" proceedings may commence if assessment fees are in arrears six months.
- c) Any payments from owners of the Strata Corporation will first be applied to any outstanding penalties or fines and then will be applied to outstanding maintenance payments.
- d) A maximum charge of 35.00 dollars will be collected on all payments returned NSF relating to the collections of maintenance fees and special assessments.
- e) All costs incurred relating to the collection of maintenance fees and special assessments will be the responsibility of the owner.

2. Violation of Bylaws:

- a) Upon receiving a written complaint, the Property Manager/Strata Council shall forward a notice to the owner(s) indicating that a complaint was received. On the occasion of a second verified complaint, a fine starting at \$50.00 and increasing up to \$200.00 per repeat violation as per the Strata Property Act and Regulations. Regulations will be assessed. Owners will have 10 days from the date of the letter to rectify any or all violations. After the 10 day period a second letter will be forwarded and/or a fine will be assessed to the unit.
- b) Upon receiving a copy of a bylaw infraction notice, the Property Manager will place the notice on file and, upon receipt of a second bylaw infraction notice on the same infraction, will forward a letter to the owner indicating that a fine has been assessed to their unit.
- c) It is the responsibility of all owners/residents/visitors (including family members under the age of 19) to familiarize themselves with the Bylaws of Guildford Close, Strata Plan NW2003. No exceptions for bylaw infractions made due to lack of knowledge will be made.

3. Garbage:

- a) It is the responsibility of all owners/residents to keep the common property and garbage bin enclosures neat and clean. Ordinary household refuse and garbage shall be placed in plastic garbage bags, properly closed with ties and placed inside the garbage bin container.
- b) Any material for disposal other than ordinary household garbage shall be removed from the strata lot or common property at the expense of, or by, the individual owner/resident.
- c) Cardboard boxes must be flattened prior to being placed in the appropriate recycling containers that are located in the enclosures at the entrance to each driveway.
- d) When the garbage and recycling bins are full, garbage must not be placed on or around the containers and must be kept at the owner's/resident's unit until the garbage and/or recycling bins have been emptied.
- e) The lids to the garbage and recycling bins must be left in the down/closed position after disposing of your garbage and/or recycling.
- f) Violations of 3a) through 3e) will be subject to fines starting at \$50.00 and increasing up to \$200.00 per repeat violation as per the Strata Property Act and Regulations.

4. Common and Limited Common Property:

- a) Any cost for repairs of damage caused by vandalism to the common and/or limited common property by any owner, resident or guest thereof, will be assessed to the owner of the strata lot responsible. This includes trees, shrubs, concrete brickwork, fencing, playground equipment, and drawing on retaining walls or buildings
- b) Residents/owners shall not cause damage to trees, plants, bushes, flowers, or lawns. Chairs, tables or other objects shall not be left on the lawns or grounds for any length of time greater than their use or to interfere with the cutting of the lawns or the maintenance of the grounds generally.
- c) Material substances, especially burning material such as cigarettes or matches, are not to be disposed of in permanent/personal planters or other parts of the Strata Lot or common property. This includes food and drink containers, wrappers etc.
- d) Plant hangers, unit numbers, mail boxes, hose hangers, decorative items etc. are not to be mounted on the wooden siding of the units.
- e) No wiring of any type is to be visible on the exterior of the buildings (electrical, cable, phone, satellite etc.).
- f) An owner, tenant or occupant must not hang or display any laundry, washing, clothing, bedding or other articles from windows, patios, or other parts of the building including common and limited common property.
- g) Air conditioners may be installed in windows between the dates of May 1 and September 30. Air conditioning units may not be attached to exterior components of the building envelope and must be contained in a Plexiglass surround. Removal of air conditioner units may be requested if noise complaints relating to the appliance are received.
- h) Swimming or wading pools must be emptied and stored on limited common property every night. Pools must be supervised by a responsible adult when filled with water.

- i) Violations of 4b) through 4h) will be subject to fines starting at \$50.00 and increasing up to \$200.00 per repeat violation as per the Strata Property Act and Regulations.

5. Noise and Nuisance:

- a) The hours between 11:00 pm and 7:00 am are to be respected. An owner/resident or guest shall not make or permit noise in or about any strata lot or common property that is a nuisance or unreasonably interferes with the use or enjoyment of a strata lot or common property by any other owner/resident.

6. Entrances / Patios:

- a) All owners/residents are responsible for the cleaning and good appearance of their front entrances/patios at all times. The "front entrance" includes the paved area surrounding the steps to the unit. All toys and bicycles must be stored on limited common property (front entrance or back patio.)
- b) Fruits and vegetables are to be grown in pots on back patios only.
- c) An owner, tenant, or occupant must not use a barbecue, hibachi or other like cooking device on limited common property (patio) unless such barbecue, hibachi, or cooking device is powered by propane, natural gas, or electricity. Residents must not use a barbecue, hibachi or other like cooking device other than on the back patio of each strata lot, provided all outdoor cooking is conducted in a safe manner and is not a nuisance to other strata lot owners. Written approval for barbecuing in other areas (i.e. ball court, block parties, annual garage sale) must be obtained from the Council. Barbequing equipment must be maintained in an orderly appearance if it is to be stored on patios.
- d) Owners may remove the grey wooden garbage container/storage boxes from the front entrance of their units at their own expense and are responsible for painting the area within seven (7) days of their removal. The grey wooden garbage container/storage boxes are to be well maintained at all times. The Strata Corporation will supply the paint. No garbage cans, bags or structures (permanent or moveable) are permitted in the front entrances of the units.
- e) Patio fences are not to be climbed on, climbed over, or played on. Any residents wishing to exit out of their patios in a "non-emergency situation" must install a gate, at their own expense, built to the specifications supplied by the Strata Council or Property Manager. To prevent damage to the grassy areas (foot paths) around the fences, patio gates are not to be utilized to gain entrance to, or exit from, your unit on a routine/daily basis.
- f) Water hoses are to be stored neatly in the front entrance of units or hung on a proper hose hanger that is to be properly mounted on the brick surface of the building.
- g) Front entrance doors are to be well maintained at all times. The Strata Corporation will supply the white exterior paint.
- h) Violations of 6a) through 6g) will be subject to fines starting at \$50.00 and increasing up to \$200.00 per repeat violation as per the Strata Property Act and Regulations.

7. Windows:

- a) No exterior awnings or shades shall be erected over and/or outside of those windows visible from the common property, nor shall any screen be permanently attached to the building with the exception of white exterior roll up shades on the lower windows. The shades must fit the dimensions of the window and be properly hung on the upper wood framing of the window (mounting on siding or stucco is not permitted). Exterior shades must be kept well maintained.
- b) Freestanding awnings are not permitted to exceed the strata lot's entitlement (must be inside patio fence) and are not permitted on common property.
- c) Only solid coloured white or off-white proper window coverings are permitted.
- d) The cleaning of the windows in each unit is the responsibility of the owner/resident. All curtains and blinds must be kept in good repair
- e) Owners, residents, or guests found to be responsible for breaking a window will be assessed all costs of the repair.
- f) Violations of 7a) through 7e) will be subject to fines starting at \$50.00 and increasing up to \$200.00 per repeat violation as per the Strata Property Act and Regulations.

8. Vehicles / Parking:

- a) Owners/Residents shall have exclusive use of the limited common property parking space that has been specifically assigned to his/her Strata Lot.
- b) All vehicles must be parked in the designated parking spaces in the main driveways. T-parking is prohibited.
- c) Fire lanes must not be obstructed at any time. Stopping and parking in fire lanes is prohibited.
- d) Owners/Residents are not to park any vehicle in a manner that will reduce the width of roadways or entrances or in a manner that will interfere with other parking spaces, sidewalks, or stairways.
- e) No major or substantial repairs/adjustments to motor vehicles or mechanical equipment may be performed on common or limited common property.
- f) No vehicle is to be left unattended while on jacks or ramps.
- g) Vehicles are not to be washed on common or limited common property at Guildford Close during the winter months of December 1st through March 1st.
- h) Parking stalls are for vehicles only and there is to be no storage of items in these parking stalls.
- i) Vehicles parked on the limited common property of Strata Plan NW2003 must display valid operating insurance or storage insurance.
- j) Vehicles parked on common or limited common property must be operational (no derelict vehicles or flat tires).
- k) Parking stalls must be kept clean/clear of oil. Vehicles parked on common or limited common areas must not drip oil. Council may restrict a vehicle from parking on common or limited common property, which is leaking oil until the leak is repaired. Damage caused to Strata Property by the oil leak will be repaired at the owner's expense.
- l) Commercial vehicles exceeding two (2) tons are prohibited from being parked anywhere on Strata Property.

- m) Vehicles exceeding a body length of 21 feet are not permitted to be parked anywhere on Strata Property. Vehicles parked in Strata owned (rental) stalls may be limited in body length for the centre driveway due to the narrowness of the driveway and possible vision restriction.
- n) The posted speed limit of 10 (ten) km is to be observed by all owners, residents, and guests. Each Strata Lot owner is responsible for the actions of their resident(s), tenants, or resident(s)/tenant(s) guests.
- o) Rental (interior) parking stalls are the property of the Strata Corporation and will be rented out as per the "waiting list" that is maintained by both the Council and Property Manager. Owners/residents must apply in writing to have their names placed on the "waiting list" to obtain an extra parking stall. Assigned rental stalls are to be for the exclusive use of the owner/resident that has applied for the stall.
- p) The contract for use of rental (interior) parking stalls will be terminated if the owner/resident renting the stall is in arrears for more than two (2) months for any fees, assessments or fines owed to the Strata Corporation.
- q) Owners who rent an interior-parking stall are responsible for providing the Strata Council with 30 days written notice upon termination of their parking stall rental contract (i.e. sale of unit, stall not needed).
- r) Recreational vehicles may be kept on the Loop Road for a maximum period of four days (for loading and unloading) as long as 8d) and 8m) is adhered to.
- s) Violations of 7a) through 7r) will be subject to towing fines and/or fines starting at \$50.00 and increasing up to \$200.00 per repeat violation as per the Strata Property Act and Regulations.

9. Loop Road Parking:

- a) The Loop Road parking stalls will be for the use of residents and visitors of Guildford Close only, and must clearly display the proper parking permit(s).
- b) Vehicles are not to be stored in the parking stalls on the Loop Road. Vehicles with valid storage insurance can only be stored in interior parking stalls that have been specifically assigned to the strata lot (unit).
- c) All units are entitled to two (2) parking permits for the Loop Road at a refundable charge of \$15.00 per permit.
- d) Any lost parking permits are subject to a \$15.00 non-refundable replacement fee. The non-refundable replacement fee is waived on presentation of a valid insurance report or a police report for a stolen vehicle.
- e) Violations of 8a) and 8b) will be subject to towing fines and/or fines starting at \$50.00 and increasing up to \$200.00 per repeat violation as per the Strata Property Act and Regulations.

10. Advertising and Signs:

- a) No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of the Strata lot or building.
- b) All real estate signs must be displayed on the real estate post located at the Southwest corner of the strata corporation property.

- c) Violations of 10a) and 10b) will be subject to fines starting at \$50.00 and increasing up to \$200.00 per repeat violation as per the Strata Property Act and Regulations.

11. Move In / Move Out:

- a) Anyone in the process of moving in or out shall insure that all trucks, vans or other vehicles do not block the fire lanes or block access to any parking stalls, entrances or other parking areas.

12. Hockey / Ball Play / Skateboards:

- a) Hockey or ball play is not permitted on grassy areas behind or between units, or on the walkways though out the complex. Hockey or ball play will be permitted only in the Multi Purpose Court or in the grassy field at the north end of the Loop Road.
- b) Golfing on common or limited common property is not permitted and repair costs for any and all damages will be assessed to the appropriate unit.
- c) Skateboarding is prohibited in parking lots, on loop road, and on the brickwork bordering the planters and stairways. Repair costs for any and all damages will be assessed to the appropriate unit. Cement stairs are not to be used for ramps for skateboards or other sports equipment.
- d) Skateboarding is prohibited on common property after 8:00 p.m.
- e) Any violations of 12a) through 12d) will be subject to fines starting at \$50.00 and increasing up to \$200.00 per repeat violation as per the Strata Property Act and Regulations.

13. Multi Purpose Court:

- a) The hours of operation will be 9:00 am to 9:30 pm during the period of June 1 to August 31.
- b) No alcohol, smoking, or swearing is permitted.
- c) No hanging from the basketball hoop.
- d) No food or drinks permitted in the Multi Purpose Court.
- e) Bicycles, skateboards, and roller blades allowed on a first come first serve basis.
- f) Game or activity chosen on the Multi Purpose Court is based on a first come, first serve basis.
- g) No climbing on the chain link fence surrounding the Multi Purpose Court
- h) Vandalism causing damages and/or violations of 11a) through 11g) shall be assessed to the appropriate Unit and/or will be subject to fines starting at \$50.00 and increasing up to \$200.00 per repeat violation as per the Strata Property Act and Regulations.

14. Common Tools & Assets:

- a) The common tools and assets of Guildford Close are for the exclusive use of the owners/residents of Guildford Close and are not to be removed from the strata property with the exception of use on the property bordering NW2003 (e.g. boulevards).

15. Pets:

- a) Owners are responsible for the immediate removal and disposal of all fecal matter associated with their pets from the common and limited common property.
- b) There is a limit of three (3) pets in total: with a maximum of (2) dogs as per the Surrey Bylaws and one (1) indoor pet (eg cat) per unit
- c) Outdoor pets are to be neutered or spayed and licensed in accordance with the Bylaws of the City of Surrey.
- d) Animals of owners/residents or guests which become a nuisance to other residents or which violate the bylaws shall be removed from the strata lot at the request of Strata Council.
- e) Owners/Residents will be responsible for any damage caused by their pet(s) to common or limited common property.
- f) All dogs must be on a leash (held by the owner/resident) while on common or limited common property.
- g) Dogs are not permitted on playground areas.
- h) Violations of 15a) through 15g) will be subject to fines starting at \$50.00 and increasing up to \$200.00 per repeat violation as per the Strata Property Act and Regulations.

16. Exterior Upgrades:

- a) Owners must submit a written request prior to making exterior window and door upgrades to their unit. Front entry door must be white in colour and be one of the following styles: flat, colonial, or colonial sunburst. Side light upgrades must be the same colour as the doorframe.
- b) The colour of all window frames and screens must match the existing window frames and screens (e.g. stucco buildings – white, siding buildings – brown).

17. Front Door Keyless Entry System:

- a) Owners must submit a written request to the council or property management for approval prior to installation of a keyless entry system into their unit.
- b) The keyless entry system must be either brass or white in colour and installed into the door itself.

18. Satellite Dish Installation:

- a) Owners must submit a written request to the council or property management prior to installing a satellite dish. Upon approval, an indemnity agreement must be promptly signed and returned council or property management.
- b) The satellite dish may only be mounted on the brick surfaces on either side of the sliding patio door. The satellite dish is not to be mounted on the siding or the fencing
- c) The size of the satellite dish cannot be larger than 18 inches in diameter.

- d) The owner/resident is responsible for any damage from improperly mounted satellite dishes or water ingress from a satellite dish installation.
- e) Satellite dish wiring must not be visible.
- f) Violations of 18a) through 18e) will be subject to fines starting at \$50.00 and increasing up to \$200.00 per repeat violation as per the Strata Property Act and Regulations.

19. Christmas Lights:

- a) Christmas lights may be installed on townhouse units from November 15th, to January 30th.
- b) Christmas light mounting clips which have been painted gray to match the existing exterior may be left up, all other fasteners must be removed by January 30th.
- c) Violations of 19a) and 19b) will be subject to fines starting at \$50.00 and increasing up to \$200.00 per repeat violation as per the Strata Property Act and Regulations.

20. Fireworks:

- a) No fireworks or firecrackers are permitted to be set off on common property or limited common property at Guildford Close. The exception being the Strata Corporation's annual Halloween firework display and any other displays permitted by council, in writing. Violations will be subject to fines starting at \$50.00 and increasing up to \$200.00 per repeat violation as per the Strata Property Act and Regulations.

21. Landscaping:

- a) All pruning of trees and shrubs is to be done only by the contracted landscaper.
- b) Common and personal planters, flower gardens, and movable containers utilized by residents are to be tidied up by December 1st of each year and kept in reasonable condition throughout the growing season.
- c) Violations of 21a) and 21b) will be subject to fines starting at \$50.00 and increasing up to \$200.00 per repeat violation as per the Strata Property Act and Regulations.

22. Birdfeeders:

- a) Birdfeeders are not allowed on common property or limited common property.
- b) Residents and/or owners are not to feed pigeons, gulls or other birds, squirrels, rodents or other animals on a strata lot or anywhere on or in close proximity to the common property or any limited common property.
- c) Violations of 19a) and 19b) will be subject to fines starting at \$50.00 and increasing up to \$200.00 per repeat violation as per the Strata Property Act and Regulations.

23. Insurance Claims:

- a) Any insurance claims, resulting from an act of negligence, carelessness or criminal activity by the owner/residents or guests, submitted for coverage under the Insurance Policy for NW2003 will have the deductible portion of the claim assessed to their unit.

24. Strata Council:

- a) All council members are to attend the AGM with all keys, petty cash, petty cash record, procedures booklet, and parking file and passes in their possession.
- b) Previous council is to attend the first council meeting after the AGM to inform of all current and planned future projects and/or concerns.

25. Quorum for Adjourned Meeting

Notwithstanding Section 48 (3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members: but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

26. Rental Limitations:

- a) Purchases of unit(s) by "Rental Agencies" for the sole purpose of renting will not be approved nor is it permitted in Guildford Close.
- b) Any owner wishing to rent/lease a strata lot must make an application in writing to the council prior to renting/leasing the unit. The council will consider each application upon receipt and will respond to each application in writing within two weeks of receipt.
- c) Where cases of undue physical or financial hardship of a personal nature arise, the owner may make a written request to the council for permission to rent a strata lot for a limited period of time, and where the council has been provided evidence that undue hardship will result if limited rental approval is not given, the council shall not unreasonably withhold permission for limited rental.
- d) The council will keep a list of owners who wish to rent their strata lot and the priority of their application, and will advise each owner as soon as their application can be accepted.
- e) An owner who has leased his Strata Lot shall provide to the Strata Council or it's duly appointed Manager a Form "K" (Notice of Tenant's Responsibilities) In accordance with the Strata Property Act. Failure to provide Form "K" within ten (10) days of the commencement of tenancy shall be the cause for penalties per the Strata Property Act.
- f) Guildford Close / Strata Lot NW2003 has a unit rental limit of 15% or 20 units with the exception of 26c).
- g) Violations of 26a) and 26 b), 26e) and 26f) will be subject to fines starting at \$50.00 and increasing up to \$200.00 per repeat violation as per the Strata Property Act and Regulations.

27. Awnings:

- a) Installation of neutral coloured retractable awnings to the back patio area of the unit is permitted. The installation of such awnings must first be pre-approved in writing from council and an indemnity agreement must be signed and returned to the Property Management Company before installation.
- b) Violations of 27a) will be subject to fines starting at \$50.00 and increasing up to \$200.00 per repeat violation as per the Strata Property Act and Regulations.

PART 1 – DEFINITIONS AND INTERPRETATION

Definitions and Interpretation

1 (1) In the Strata Property Act

“bylaw” means a bylaw of a strata corporation;

“common asset” means

- (a) personal property held by or on behalf of a strata corporation; and
- (b) land held in the name of or on behalf of a strata corporation, that is
 - (i) not shown on the strata plan, or
 - (ii) shown as a strata lot on the strata plan;

“common expenses” means expenses

- (a) relating to the common property and common assets of the strata corporation,
or
- (b) required to meet any other purpose or obligation of the strata corporation;

“common property” means

- (a) that part of the land and buildings shown on a strata plan that is not part of a strata lot, and
- (b) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located
 - (i) within a floor, wall or ceiling that forms a boundary
 - (A) between a strata lot and another strata lot;
 - (B) between a strata lot and the common property, or
 - (C) between a strata lot or common property and another parcel of land, or
 - (ii) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property;

“contingency reserve fund” means a fund for common expenses that usually occur less often than once a year or that do not usually occur, as set out in section 92 (b);

“eligible voters” means persons who may vote under sections 53 to 58;

“judgment” means a judgment of a court, and includes costs awarded in respect of the judgment;

“landlord” means an owner who rents a strata lot to a tenant and a tenant who rents a strata lot to a subtenant, but does not include a leasehold landlord in a leasehold strata plan as defined in section 199;

“limited common property” means common property designated for the exclusive use of the owners of one or more strata lots;

“majority vote” means a vote in favour of a resolution by more than 1/2 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;

“occupant” means a person, other than an owner or tenant, who occupies a strata lot;

“operating fund” means a fund for common expenses that usually occur either once a year or more often than once a year, as set out in section 92 (a);

“owner” means a person, including an owner developer, who is

- (a) a person shown in the register of a land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the person's own right or in a representative capacity, or
- (b) if the strata lot is in a leasehold strata plan, as defined in section 199, a leasehold tenant as defined in that section,

unless there is

- (c) a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale, or
- (d) a registered life estate, in which case it means the tenant for life;

“purchaser” means a person, other than an owner developer, who enters into an agreement to purchase a strata lot or to acquire a strata lot lease in a leasehold strata plan as defined in section 199, but to whom the strata lot or strata lot lease has not yet been conveyed or assigned;

“residential strata lot” means a strata lot designed or intended to be used primarily as a residence;

“rule” means a rule of a strata corporation made under section 125 or 197;

“Standard Bylaws” means the bylaws set out in the Schedule of Standard Bylaws;

“strata corporation” means a strata corporation established under section 2;

“strata lot” means a lot shown on a strata plan;

“sue” means the act of bringing any kind of court proceeding;

“suit” means any kind of court proceeding;

“tenant” means a person who rents all or part of a strata lot, and includes a subtenant but does not include a leasehold tenant in a leasehold strata plan as defined in section 199 or a tenant for life under a registered life estate;

“3/4 vote” means a vote in favour of a resolution by at least 3/4 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;

“unanimous vote” means a vote in favour of a resolution by all the votes of all the eligible voters;

This Act is current to October 25, 2017

See the [Tables of Legislative Changes](#) for this Act's legislative history, including any changes not in force.

STRATA PROPERTY ACT

[SBC 1998] CHAPTER 43

Schedule of Standard Bylaws

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

Payment of strata fees

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

Repair and maintenance of property by owner

- 2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

(2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or

(e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

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

(3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

(4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

(a) a reasonable number of fish or other small aquarium animals;

(b) a reasonable number of small caged mammals;

(c) up to 2 caged birds;

(d) one dog or one cat.

Inform strata corporation

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

(2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:

(a) the structure of a building;

- (b) the exterior of a building;
- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

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

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

Obtain approval before altering common property

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

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

Permit entry to strata lot

7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

(b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.

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

Division 2 — Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

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

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

(d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to

- (i) the structure of a building,
- (ii) the exterior of a building,
- (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
- (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

Council size

9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

(2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

Council members' terms

10 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

(2) A person whose term as council member is ending is eligible for reelection.

(3) to (5) [Repealed 1999-21-51.]

Removing council member

11 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

12 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

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

(3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

13 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

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

(3) The vice president has the powers and duties of the president

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

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

(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

14 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if

(a) all council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

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

Repealed

15 [Repealed 2009-17-35.]

Quorum of council

16 (1) A quorum of the council is

(a) 1, if the council consists of one member,

(b) 2, if the council consists of 2, 3 or 4 members,

(c) 3, if the council consists of 5 or 6 members, and

(d) 4, if the council consists of 7 members.

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

Council meetings

17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

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

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

(a) bylaw contravention hearings under section 135 of the Act;

(b) rental restriction bylaw exemption hearings under section 144 of the Act;

(c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

18 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

(2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

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

Delegation of council's powers and duties

- 20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 21 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

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

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 — Enforcement of Bylaws and Rules

Maximum fine

23 The strata corporation may fine an owner or tenant a maximum of

- (a) \$50 for each contravention of a bylaw, and
- (b) \$10 for each contravention of a rule.

Continuing contravention

24 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 — Annual and Special General Meetings

Person to chair meeting

25 (1) Annual and special general meetings must be chaired by the president of the council.

(2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

26 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

(2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

(3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

(2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

(3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

(5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

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

(7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

28 The order of business at annual and special general meetings is as follows:

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

(n) terminate the meeting.

Division 6 – Voluntary Dispute Resolution

Voluntary dispute resolution

- 29 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Marketing Activities by Owner Developer

Display lot

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

N.W. 2003 – GUILDFORD CLOSE RULES

1. Parking passes must be hung on the rearview mirror. Writing on the pass must face forward to be read (easily) through the front windshield.

(Approved at Council meeting held on November 26th, 2015)