

# STRATA PLAN LMS 879

## RIVERPOINTE

15110/15120/15130/15140/15150/15160 – 108 Street,  
Surrey, British Columbia

# BYLAWS

*Attached are the Bylaws of Strata Plan LMS 0879.  
For legal purposes, please obtain a true copy as  
registered at the Land Title Office.*

**Incorporated with the Schedule of Standard Bylaws as per the  
Strata Property Act**

<i>Repealed &amp; Replaced</i>	<i>January 28, 2002</i>	<i>BT 083999</i>
<i>Amended</i>	<i>February 15, 2006</i>	<i>BA 281073</i>
<i>Amended</i>	<i>February 15, 2007</i>	<i>BB 371076</i>
<i>Amended</i>	<i>February 20, 2008</i>	<i>BB 0643826</i>
<i>Amended</i>	<i>February 24, 2010</i>	<i>BB 1456608</i>
<i>Amended</i>	<i>February 28, 2012</i>	<i>BB 2016086</i>

**Note: Please keep in a safe place. There is a charge for additional copies.**

**STRATA PLAN LMS 879, RIVERPOINTE  
STANDARDS BYLAWS  
Duties of Owners, Tenants, Occupants and Visitors**

**Definitions:**

- i) Unless otherwise stated, all terms have the meanings prescribed to them in the **Strata Property Act. RSBC 1998, c43.**
- ii) "Residents" means collectively, owners, tenants and occupants and a "resident" means collectively an owner, a tenant and an occupant.

**1. Compliance with bylaws and rules**

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

**2. Payment of strata fees and special levies**

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, 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 \$25.00 after 15 days, \$50.00 after thirty days.
- 2.3 Each dishonored cheque or dishonored automatic debit will be subject to a fine of \$25.00 and an administration charge of \$25.00.
- 2.4 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.5 Failure to pay a special. levy on the due date will result in a fine of \$25.00 for each contravention of bylaw 2.4.
- 2.6 Where an owner fails to pay a special levy in accordance with bylaw 2.4, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

**3. Repair and maintenance of property by owner**

- 3.1 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.
- 3.2 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.

**4. Use of property**

- 4.1 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.
- 4.2 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.
- 4.3 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
- 4.4 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, but only 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 4.1, 4.2 and 4.3, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.
- 4.5 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 three persons to occupy a strata lot originally designated by the developer as a one bedroom unit and not allow more than five persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit. For the purposes of this bylaw 4.6, 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.
- 4.6 An owner or occupant who alleges hardship as a result of the passage of bylaw 4.6 may appeal to the council for permission to be exempt from bylaw,4.5 on the basis of hardship and the council must not unreasonably refuse the appeal.

## **5. Pets and animals**

- 5.1 A resident or visitor must not keep any pets on a strata lot or common property or on land that is common asset except in accordance with these bylaws,
- 5.2 No wildlife or livestock shall be permitted in any strata lot, limited common property, common property or on property that is a common asset,
- 5.3 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.
- 5.4 A maximum of two pets shall be permitted per strata lot.
- 5.5 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family,

- 5.6 A resident must apply to the council for written permission to keep a pet (a "Permitted Pet") by registering the pet with the council within 30 days of the pet residing on a strata lot (or the passage of this bylaw) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.
- 5.7 A resident or visitor must not permit a loose or unleashed Permitted Pet at any time within or on the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner
- 5.8 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- 5.9 A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner in the appropriate manner.
- 5.10 A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 5.11 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.
- 5.12 A resident who contravenes any of bylaws 5.1 to 5.11 will be subject to a \$50.00 fine.
- 5.13 Notwithstanding bylaw 5.13, a resident whose pet contravenes bylaw 5.8 will 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.

## **6. Inform strata corporation**

- 6.1 An owner must notify the strata corporation
  - (a) within two weeks of becoming an owner; the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any; and
  - (b) of any mortgage or other dealing in connection with the strata lot within two weeks of such mortgaging or other dealing.
- 6.2 On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.

## **7. Obtain approval before altering a strata lot**

- 7.1 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;
  - (h) wiring, plumbing, piping, heating air conditioning and other services;
- 7.2 The strata corporation must not unreasonably withhold its approval under bylaw 7.1, 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.
- 7.3 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.

## **8. Obtain approval before altering common property**

- 8.1 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.
- 8.2 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, licenses 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 8.1,
- 8.3 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.
- 8.4 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.
- 8.5 An owner who, subsequent to the passage of bylaws 8.1 to 8.3 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.

## **9. Renovations / alterations**

- 9.1 An owner must give the council two working days' prior notice of the scheduled arrival of trades persons or delivery of materials. Trades persons must be licensed, bonded, insured and comply with all applicable laws, including but not limited to the Workers Compensation Act.
- 9.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.

- 9.3 An owner must ensure that the delivery of any, construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings.
- 9.4 A resident must be responsible to ensure;
- (a) drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and
  - (b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed daily;
- 9.5 In consideration of noise to the neighbours below: Any hard surface flooring on second and third floors may only be installed with the written permission of the Strata Council upon receipt of details and specifications of the under-lay (under floor insulation), and must meet the Strata Corporation's requirements. 6-millimeter cork under floor insulation/soundproofing or some similar product with equal sound reducing properties is required.
- 9.5 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. To perform renovations/alterations on Sundays or statutory holidays, an owner must apply for permission in writing to the council at least five business days before the holiday date.
- 9.6 An owner must be in attendance for all significant renovations/alterations, the determination of significant shall be in the discretion of the council.
- 9.7 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, licenses and engineering are obtained.
- 9.8 An owner in contravention of bylaws 9.1 to 9.7 (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.

## **10. Permit entry to strata lot**

- 10.1 An owner, tenant or occupant or visitor must allow a person authorized by the strata corporation to enter and inspect the strata lot or limited common property
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
  - (b) at a reasonable time, on 48 hours written notice, to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act.
- 10.2 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.
- 10.3 The notice referred to in bylaw 10.1(b) must include the date and approximate time of entry, and the reason for entry.

## **Powers and Duties of Strata Corporation**

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

11.1 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. Patios, 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 common property; 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) Patios, 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 common property, and
  - (v) Railings and similar structures that enclose patios, balconies and yards.

## **Council**

### **12. Council size**

12.1 The Council shall be elected by and from among the Owners and shall consist of not less than 6 or more than 9 members.

### **13. Council eligibility**

13.1 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.

13.2 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.

#### **14. Council members' terms**

- 14.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 14.2 A person whose term as council member is ending is eligible for reelection.

#### **15. Removing council member**

- 15.1 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.
- 15.2 After removing a council member, the strata corporation may 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.
- 15.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.
- 15.4 A replacement council member appointed pursuant to bylaws 15.2 may be appointed from any person eligible to sit on the council.

#### **16. Replacing council member**

- 16.1 If a council member resigns or is unwilling or unable to act, for a period of two or more months the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 16.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 16.3 The council may appoint a council member under bylaw 16.2 even if the absence of the member being replaced, leaves the council without a quorum.
- 16.4 If all the members of the council resign or are unwilling or unable to act for a period of two 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.

#### **17. Officers**

- 17.1 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.
- 17.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 17.3 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.

17.4 The strata council may vote to remove an officer.

17.5 If an officer other than the president is removed, resigns, is unwilling or unable to act for a period of two or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

## **18. Calling council meetings**

18.1 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.

18.2 The notice does not have to be in writing.

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

## **19. Requisition of council hearing**

19.1 By application in writing, an owner may request a hearing at a council meeting stating the reasons for the request.

19.2 If a hearing is requested under bylaw 19.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.

19.3 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 date of the hearing.

## **20. Quorum of council**

20.1 A quorum of the council is

- (a) 3, if the council consists of 5 or 6 members,
- (b) 4, if the council consists of 7 members, and
- (c) 5, if the council consists of 9 members.

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

## **21. Council meetings**

21.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

- 21.2 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.
- 21.3 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 21.4 Owners may attend council meetings as observers.
- 21.5 Despite bylaw 21.4, 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.

## **22. Voting at council meetings**

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

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

- 23.1 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.

## **24. Delegation of council's powers and duties**

- 24.1 Subject to bylaws 24.2, 24.3 and 24.4, 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.
- 24.2 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.
- 24.3 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.
- 24.4 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.

**25. Spending restrictions**

25.1 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.

**26. Limitation on liability of council member**

26.1 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.

26.2 Bylaw 26.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

26.3 Acts done in good faith by the Strata Council are, even if it is afterwards discovered that there were some defect in the appointment or continuance in office of a member of the Council, as valid as if the member had-been duly appointed or had continued in office.

**Enforcement of Bylaws and Rules**

**27. Fines**

27.1 Except where specifically stated to be otherwise in these bylaws or the Strata Property Act the strata corporation may fine an owner or tenant:

- (a) A maximum of \$200.00 for each contravention of a bylaw, and
- (b) \$ 25.00 for each contravention of a rule.

27.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and 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.

**28. Continuing contravention**

28.1 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.

**Annual and Special General Meetings**

**29. Quorum of meeting**

29.1 If within 1/2 hour from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further 1/2 hour on the same day and at the same place. If within a further 1/2 hour from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

### **30. Person to chair meeting**

- 30.1 Annual and special general meetings must be chaired by the president of the council.
- 30.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 30.3 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, eligible to vote, who are present at the meeting.

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

- 31.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 31.2 Persons who are not eligible to vote, may not participate in the discussion at a meeting,
- 31.3 Tenants who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **32. Voting**

- 32.1 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.
- 32.2 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, including legal costs, for which the owner is responsible under section 131 of the Act.
- 32.3 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 32.4 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.
- 32.5 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.
- 32.6 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.
- 32.7 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.
- 32.8 Despite anything in this section an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- 32.9 A proxy holder may only hold three votes.

### **33. Order of business**

- 33.1 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.

### **Voluntary Dispute Resolution**

#### **34. Voluntary dispute resolution**

- 34.1 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.
- 34.2 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.
- 34.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **Small Claims Court Proceedings**

#### **35. Authorization to proceed**

- 35.1 The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner, 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 of 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.

### **Marketing Activities by Owners and Occupants**

#### **36. Sale of a strata lot**

- 36.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.
- 36.2 Lock boxes may not be attached to any building or anywhere on the common property.

### **Storage**

#### **37. Storage lockers and bicycle storage**

- 37.1 A resident must not store any hazardous or flammable substances in storage lockers.
- 37.2 Bicycles may not be stored anywhere on the common property except for in the bicycle storage rooms.
- 37.3 No items other than motor vehicles may be stored in stalls.
- 37.4 With the exception of patio furniture, gas or electric barbecues and approved planters, no items may be stored on patios or balconies. Patios and balconies to be kept tidy at all times.

#### **38. Vehicles & Parking**

- 38.1 A resident shall use only the parking spaces assigned to their Strata Lot, save and except for private arrangements with other Owners for the use of parking spaces assigned to such other Owners. Assigned spaces(s) shall not be leased or rented to a non-resident.
- 38.2 No major motor vehicle repairs shall be carried out in the parking areas or any common areas. Only washing, waxing minor mechanical procedures and quiet tune-ups of residents vehicles are permitted. Motor vehicle fluid changes are not permitted.
- 38.3 A maximum speed of 10 km/hour shall apply within the common property.
- 38.4 Vehicles dripping excess oil, gasoline or any other fluids are prohibited from parking until repaired. Owners of vehicles causing staining from such fluids shall clean up the affected area immediately. If after seven (7) days of the Strata Corporation delivering notice to the responsible resident the staining has not been

- cleaned, the strata corporation may, in addition to any fines, clean the affected area and charge the resident for the cost of cleaning.
- 38.5 No vehicle exceeding 4000 kg.(4 tons) G. V. W. shall be parked or brought onto the common property without consent from the Strata Council, except when used in delivery to or removal of furniture and effects from the premises. Trailers, boats and recreational vehicles are not allowed to be parked on the property at any time.
- 38.6 No parking is permitted except in a designated parking space, nor shall a vehicle park or be left unattended in a manner which obstructs or infringes upon access driveways or designated "no parking", "fire lanes" or parking spaces. Improperly parked vehicles are subject to immediate tow away, without notice, at the vehicle owner's expense.
- 38.7 Use of car horns anywhere on common property is prohibited, except in an emergency.
- 38.8 Only vehicles with no less than one million dollars of third party liability insurance in force shall be allowed in the parking areas. Storage of operational vehicles with unlicensed motor vehicle liability insurance is permitted for a period of up to six months only. Proof of liability insurance on unlicensed vehicles must be forwarded to the Council c/o management company.
- 38.9 Residents may not park their vehicles in the visitor parking areas. All vehicles must park in accordance with the rules and regulations adopted by Council from time to time. Violations of the parking bylaws or rules and regulations may result in fines and/or-tow away at vehicle owner's expense.
- 38.10 Vehicles may only be washed in the designated car wash areas. Persons washing vehicles must hose down all dirt and remove excess water resulting from the vehicle washing, and replace hoses neatly.
- 38.11 No dumping of any debris or liquids into drains or on common property permitted. Violations of this bylaw will result in fines of \$200.00 and the charges for the necessary removal per incident.
- 38.12 Garage door transmitters are not to be left in vehicles parked anywhere on the common property.
- 38.14 Visitors may park their vehicles in those areas designated as visitor parking for a maximum period of no more than 48 hours or up to and not to exceed more than two (2) consecutive days and must have a valid regular parking pass displayed at all times on the dashboard of the vehicle while it is parked in a visitor parking stall. For a longer term visit to the Riverpointe complex visitors may park their vehicles in those areas designated as visitor parking for a maximum **extended** period of no more than one hundred and twenty (120) hours or up to and not to exceed five (5) consecutive days and must have a valid **extended** parking pass displayed at all times on the dashboard of the vehicle while it is parked in a visitor parking stall. Vehicles parked in violation of this bylaw may be towed away at the vehicle owner's expense.



## **Moving**

### **39. Moving in / out procedures**

An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by council from time to time. A resident must provide notice to the strata corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 6:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays.

- 39.1 A resident using the elevator during a move must ensure that the elevator service key is used to control the elevator and the doors not jammed open in any manner.
- 39.2 A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area;
- 39.3 A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 39.4 A move-in fee of \$100 to be charged each time a resident moves into an apartment building.

## **Appearance of strata lots**

### **40. Cleanliness**

- 40.1 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; piled or stored in the strata lot, on common property or limited common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.
- 40.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the container; provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.

## **Rentals**

### **41. Residential rentals**

- 41.1 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- 41.2 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

### **42. Miscellaneous**

- 42.1 A resident or visitor must not smoke on common property.
- 42.2 A resident or visitor must not use or store barbecues on common property, including limited common property, except propane or electric barbecues.

- 42.3 Strata lot owners and residents are responsible for anyone they admit to the building.
- 42.4 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 42.5 A resident or visitor must not wear or use inline skates and skateboards anywhere in the building, including a strata lot.
- 42.6 A resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset, unless such common property or common asset is a playground.
- 42.7 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.
- 42.8 Subject to bylaw 36.1, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 42.9 A resident may post notices on the designated bulletin board, subject to being removed by the council or management if deemed inappropriate or posted for in excess of one week.
- 42.10 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- 42.11 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
- 42.12 A resident must ensure that drapes or blinds visible from the outside of the building are cream or white in colour.
- 42.13 A resident must ensure that no laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 42.14 A resident must not display or erect fixtures, poles, antennas, satellite dishes, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.
- 42.15 An owner must ensure that Christmas lights and other decorations are installed after December 1st of the year approaching Christmas and removed before January 15th of the year following Christmas.
- 42.16 No person is permitted in RESTRICTED COMMON AREAS of the building except as authorized by Council and/or the Property Manager or his/her agent. Restricted Common Areas include the BOILER, MECHANICAL and ELECTRICAL ROOMS and the ROOF.
- 42.17 Children are not permitted to play in the halls, elevators, the stairs, nor the parking garage.

- 42.18 "FOR SALE", "FOR RENT", and other signs are not permitted. "OPEN HOUSE" signs may be used only during the-periods of the "open house".
- 42.19 Air conditioners may only be installed with the written permission of the Strata Council upon receipt including details and drawings, and must meet the strata council's specifications.

**Requirement For Installing AC Units**

Installation kit that is supplied with unit must be used. No tin foil, cardboard, or wood is to be used.

No exterior modifications ie., a brace, neutral colours same as window covering bylaw. If using a non-opening window, you must receive written permission from Council to replace the entire window with a slider window that matches the other windows' trim and dimensions.

You may replace the glass of a non slider window but once the AC unit is removed you will have to replace the glass if you choose not to replace the AC unit.

**43. Recreation Centre**

- 43.1 The recreational facilities are for the use of residents and their invited guests only. A resident must accompany guests while using the facilities. No more than two guests per strata lot allowed in the exercise room at one time. Residents are responsible for all actions of their guests.
- 43.2 Use of the Lounge and exercise/spa rooms is at each users own risk.
- 43.3 No smoking, food or glass containers are permitted in the sauna, swirl pool or exercise room. Smoking is not permitted in the Lounge.
- 43.4 Children under the age of 12 must be under the supervision of an adult at ail times in the Recreation Centre.
- 43.5 Only proper swimming attire to be worn in the swirl pool (no cut-offs). Only proper exercise attire to be worn while using the equipment (shirt, shorts/suit, and gym shoes).
- 43.6 No open music allowed. Only personal music system with headphones.
- 43.7 The last person leaving the lounge or exercise/spa room is to turn off lights, fireplace and lock windows.
- 43.8 The Recreation Centre hours are contained in the Rules governing the strata corp.
- 43.9 The Lounge is not to be used for any commercial purposes.

**44. Insurance**

The Strata Corporation, subject to the terms of the Act and these bylaws, may sue an owner, tenant or occupant for damages suffered (including the amount of any insurance deductible paid by the Strata Corporation) as a result of physical damage caused by that owner, tenant, occupant or their guest to the Common Property, Limited Common Property or those portions of a Strata Lot which the Strata Corporation is required to repair. The Strata Corporation may choose to sue only the owner(s) of a Strata Lot over damage caused by a tenant or other occupant of that Strata Lot.

# **STRATA PLAN LMS 879 RIVERPOINTE**

**15110/15120/15130/15140/15150/15160 – 108 Street,  
Surrey, British Columbia**

# **RULES**

# **Strata Plan LMS 879 – Riverpointe**

## **Rules**

For the interpretation of these Rules, the following definition(s) apply:

**Resident:**

1. A person residing in the Riverpointe complex, either owner or tenant, with their permanent , legal address in Riverpointe; or
2. A person who has no other residence and lives with an owner or tenant.

**Visitor or Guest:**

A non-resident staying for a limited time as a guest of a resident.

**Temporary resident:**

A person replacing a resident while absent from residence (i.e. live-in house sitter etc.)

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1. General
2. Gym
3. Hot Tub / Sauna
4. Clubhouse/Lounge Rules and Rental Policies

These are your facilities. Strata Council hopes that by following these rules our mutually owned amenities can be enjoyed by all of us. We hope that residents will feel comfortable using these facilities as an extension of their own home.

**IN COMPLIANCE WITH THE BYLAWS ADOPTED BY THE STRATA CORPORATION, THE RULES APPLY AND MUST BE ADHERED TO AT ALL TIMES BY RESIDENTS, VISITORS AND GUESTS. A BREACH OF ANY RULE MAY LEAD TO IMPOSITION OF A FINE AND/OR REMOVAL OF THE PRIVILEGES.**

**ANY OWNER/RESIDENT NOTING THE ABUSE OR BREACH OF THESE RULES SHALL IMMEDIATELY REPORT THE SAME TO COUNCIL.**

**1. GENERAL RIVERPOINTE RULES**

- a) Loud noise and/or music which affects other residents is to be avoided at all times. The “quiet time” for the complex is from 10 p.m. to 8 a.m.
- b) All household refuse, shredded papers, and garbage shall be securely wrapped and placed into the garbage bin. Cardboard cartons are to be flattened and placed in the appropriate container. No garbage or any other items are to be left or stored in any common areas.
- c) There is a \$10 fee to any person who wishes to hang a “For Sale” sign on the “Realtor’s Post” at the western corner of the property.
- d) Residents and their guests are NOT permitted to push, run or behave in a boisterous or belligerent manner in the Clubhouse, sauna, hot tub or gym.
- e) No pets are permitted in the Clubhouse, sauna, hot tub or gym.
- f) Before posting any notices on the notice board, residents must get approval from Strata Council, Hugh & McKinnon Realty Ltd., or the Resident Managers.

## 2. GYM RULES

**Persons using this facility do so at their own risk and release and indemnify the Strata Council Corporation and the Strata Managing Agent, from any and all claims arising from the use of this facility.**

- a) The gym is open daily. Tuesday to Friday: 6am to 11pm. Saturday to Monday (and Statutory holidays) 8am to 11pm.
- b) No person shall use the gym who may be intoxicated.
- c) Consumption of any alcoholic beverages while in the gym is strictly PROHIBITED.

## 3. HOT TUB / SAUNA RULES

- a) No person shall enter the Hot Tub or Sauna who may be intoxicated.
- b) Consumption of any alcoholic beverages while in the Hot Tub or Sauna is strictly PROHIBITED.
- c) No person shall enter the Hot Tub who has not showered in the on-site facility, and/or is obviously ill, and/or has a contagious disease.
- d) No person who is under the age of 14 shall enter the Hot Tub.

## 4. CLUBHOUSE RULES AND RENTAL POLICIES

- a) The Clubhouse is open only for special functions (e.g. AGM) or when it has been rented by a resident owner for a function.
- b) The Clubhouse can be booked for specific functions by an adult resident owner in good standing. Such booking will be for the exclusive use of the "upper-level lounge" area only and does not include the hallways, gym, sauna or hot tub areas.
- c) Bookings must be accompanied by a security/damage deposit of \$ 250.00. This deposit will be returned if the facility is left in good order after the function. The resident booking the facility is responsible to the Strata Corporation for any and all damages or loss during the function and for leaving the facility clean and in good order. The cost of restoring damages to the facility will be charged to the resident booking the facility even if it exceeds the original deposit. The resident will be required to sign a form accepting responsibility for damage and/or injury during the function. All functions must finish by approximately 10pm as the facility will be locked up and alarmed for security at 11pm. Before it is closed after the function, the Clubhouse must be restored to its prior condition.
- d) Rental costs are \$ 50.00 and must be received before the Caretaker will accept the booking. The Caretaker has the right to refuse to rent facilities.
- e) Clubhouse must be booked at least 2 (two) weeks in advance and is not available for rental on any statutory holiday or major sport event (e.g. Christmas or the Superbowl).
- f) All furniture and kitchen equipment must be put back in place after use. Care should be taken in the use of the above to prolong its life.
- g) Propping doors open is prohibited.
- h) Guests are limited to 65 (per Fire Marshall).
- i) Decorations requiring tape or pins are not to be used under any circumstances.

- j) Any altering, defacing or removing Riverpointe property is strictly prohibited.
- k) The cost of cleaning the facility, if not left in check-in condition, will be charged to the resident booking the facility at \$25.00 per hour.

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