

POMARIA BYLAWS

STRATA PLAN BCS 2495

1455 Howe Street  
Vancouver, BC  
V6Z 1C2

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## **PREAMBLE**

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act, S.B.C. 1998, c.43 and Strata Property Amendment Act, 2009, S.B.C. 2009, S. 37 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant. The Schedule of Standard Bylaws to the Act does not apply to the strata corporation unless specifically stated otherwise. These bylaws also replace all bylaws currently filed in the land title office unless specifically stated otherwise.

## **BYLAW ONE - Definitions and Interpretations**

1. In these Bylaws, where capitalized and unless the context or subject matter requires a different meaning, all capitalized terms have the following meanings:
  - 1.1. “Act” means the BC Strata Act, as amended from time to time;
  - 1.2. “Bylaws” means the Bylaws of Strata Corporation, as amended from time to time;
  - 1.3. “Concierge” means the personnel contracted by the Strata Corporation to staff the desk and provide concierge and safety patrol services.
  - 1.4. “Contingency Reserve Fund” means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of any portions of the Units for which the Strata Corporation is responsible, any real property of the Strata Corporation and the Common Property;
  - 1.5. “Council” means the Council of the Strata Corporation;
  - 1.6. “Owner” means a person or persons who is/are registered as the Owner of the fee simple estate in a Strata Lot;
  - 1.7. “Pomaria Work Agreement” means the agreement attached to these Bylaws as Appendix A and referenced in Bylaw 6 of these Bylaws;
  - 1.8. “Resident” means a person or persons residing in a Strata Lot or present in or upon real property of the Strata Corporation or the Common Property as an Owner or with the permission of an Owner and includes Tenant(s);
  - 1.9. “Strata Plan” means the Strata Plan registered under the BC Strata Act as No. BCS 2495;
  - 1.10. “Strata Agent” means the property manager contractually appointed by the Council;
  - 1.11. “Strata Corporation” means the corporation constituted under the BC Strata Act by the registration of the Strata Plan whose legal name is Strata Corporation BCS 2495;
  - 1.12. “Strata Lot” means a space situated within a building and described as a unit in the Strata Plan by reference to floors, walls and ceilings within the building and shall include for the purposes of these Bylaws:
    - a) All interior windows and doors;
    - b) All ceiling and wall coverings including , but not limited to, paint, wall paper, ceiling stipple, drywall or any substance used in lieu installed throughout the total unit;
    - c) All floor coverings of whatever nature including, but not limited to, carpet, carpet underlay, linoleum, tiles, hardwood and hardwood look-alikes;

- d) All non-load bearing partitions, including their studs;
  - e) All items not necessarily common to all units including, but not limited to, intercommunications systems, security systems, exhaust fans, booster fans and heating, ventilation and air conditioning systems for the unit;
  - f) All electrical appliances and fixtures and all insulation in the unit;
  - g) All unit plumbing including pipes and fixtures, inside the interior finishing of the unit including, but not to limited to:
    - i) Bathroom fixtures such as baths, showers, toilets and sinks;
    - ii) Bathtub and shower trap;
    - iii) Kitchen sinks and pipes under the sink
    - iv) All water taps (kitchen and bathrooms)
  - h) All interior doors and hardware; and
  - i) All unit electrical including, but not limited to panel circuit breakers, wall plugs, wire, fixtures, cables and conduits within the interior finishing of the unit;
- 1.13. "Tenant" means a person(s) residing in a Strata Lot or present in or upon real property of the Strata Corporation or the Common Property under a rental agreement with the Owner(s) for a term of 180 days or more;
- 1.14. "Visitor" means a person or persons present in or upon real property of the Strata Corporation or the Common Property with the permission of a Resident, the Strata Corporation, or Strata Agent and includes employees, agents, contractors, invitees and family members.

**BYLAW TWO - Payment of strata fees and special levies**

- 2.
- 2.1. An Owner must pay strata fees on or before the first (1st) day of the month to which the strata fees relate.
  - 2.2. An Owner must provide the Strata Corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the Strata Corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account.
  - 2.3. Failure by an Owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with Bylaw 2.2 is a contravention of Bylaw 2.3 and the Strata Corporation will levy a fine of \$25.00 for each contravention. Each dishonoured cheque or

dishonoured automatic debit will be subject to a fine of \$25.00 and an administration charge 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. A charge-back or insurance deductible is due and payable by an Owner 30 days from the date on which the Strata Corporation provides notice thereof.
- 2.6. Where an Owner fails to pay any outstanding amounts owed to Strata Corporation, shall be subject to an interest charge of Bank of Canada Prime Rate plus 5% per annum, compounded annually. In addition to interest, failure to pay strata fees or special levy on the due date will result in a fine of \$200.00 for each contravention.
- 2.7. Monies received from Owners will be applied as follows:
  - a) first, against any outstanding fines;
  - b) second, against bank charges and administration fees;
  - c) third, against outstanding interest charges on outstanding charge-backs, insurance deductibles, strata fees and special levies;
  - d) fourth, any charge-backs, including insurance deductibles;
  - e) fifth, special levies; and
  - f) sixth, toward outstanding strata fees owing.
- 2.8. For greater understanding, all amounts due and owing to the Strata Corporation shall be collected in a manner in which payment toward strata fees is last in priority.

### **BYLAW THREE - Repair and Maintenance of Property**

3.
  - 3.1. An Owner must repair and maintain their 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.
  - 3.3. Every Owner is responsible for repairing and maintaining their Strata Lot, including limited common property designated for the Strata Lot's exclusive use, in a manner and standard acceptable to the Council.
  - 3.4. A Resident may keep plants on a Strata Lot and on limited common property designated for the respective Strata Lot's use if such plants do not materially and adversely affect other Residents, the structure of the Building (including

exterior aesthetics in the sole opinion of the Council) or the common property, including limited common property. The Council may, from time to time, regulate the type of gardening permitted on limited common property. If an Owner does not maintain their limited common property according to this section, Council may require them to maintain the limited common property or to require any other person to do so at the expense of the Owner in a manner and to a standard deemed appropriate by the Council in all the circumstances.

- 3.5. An Owner shall indemnify and hold harmless the Strata Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any Strata Lot caused by any act or omission thereof by an Owner or by that of an Owner's Tenants or Visitors, but only to the extent that such expenses are not reimbursed from the proceeds received by operation of any insurance policy. 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.
- 3.6. Owners must show proof, by no later than May 1<sup>st</sup>, 2014, that they have replaced the in-suite water supply lines to meet or exceed City of Vancouver building code for their washing machine, dishwasher, refrigerator, toilet, as well as kitchen and bathroom sinks. Work must be done by a licensed or approved plumber certified by the City of Vancouver.
- 3.7. Owners must sign the "Liability Waiver" prior to any in-suite work or inspection being performed by a contractor on behalf of the Strata Corporation.

#### **BYLAW FOUR - Use of Property**

##### *Nuisance and Damage*

4.
  - 4.1. An Owner, Tenant, Resident or Visitor must not use the Strata Lot, the common property, the common assets, or the limited common property including the balcony, deck, roof deck, and garden areas located on the 16th and 19th floors (the "Sky Gardens"), in a way that:
    - a) causes a nuisance or hazard to another person;
    - b) causes unreasonable noise;
    - c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another Strata Lot;
    - d) is illegal;

- e) is contrary to a purpose for which the Strata Lot, limited common property or common property is intended as shown expressly or by necessary implication on or by the Strata Plan; or
  - f) that is in contravention of any rule, order or bylaw of The City of Vancouver applicable to the Strata Lot or that will result in any unusual or objectionable odour to emanate from the Strata Lot, or that is inconsistent with the intent of these Bylaws.
- 4.2. An Owner, Tenant, Resident 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. The Owner of a Strata Lot shall be specifically responsible for and vicariously liable for conduct of their Tenants, Visitors and pets in their Strata Lot and on common property.
- 4.4. A Resident or Visitor must not use any musical instrument, amplifier, sound reproduction equipment, television or other device within or about any Strata Lot, the common property or any limited common property at any time such that it causes a disturbance or interferes with the use and enjoyment of a Strata Lot or common property by another Resident.

*Pets*

- 4.5. Residents and Visitors must ensure that all animals are leashed or otherwise physically secured when on the common property, including the elevator, or on land that is a common asset.
- 4.6. Residents must not harbour exotic pets including without limitation spiders, snakes and any other members of the reptile family.
- 4.7. Residents must not keep any animals on a Strata Lot other than the following:
- a) a reasonable number of small fish or other small aquarium animals;
  - b) up to two (2) caged birds; and
  - c) one (1) dog or one (1) cat.
- 4.8. The owners of a pet shall be fully responsible for their pet's behaviour within the Strata Lot and on any common property. Residents will be responsible for the immediate clean-up or damage caused by their pet on or to common property.
- 4.9. If a pet is deemed to be a nuisance by the Council, it shall be removed from the Strata Plan within thirty (30) days.
- 4.10. Residents and Visitors are prohibited from bringing on common property or a Strata Lot a 'vicious dog'. A 'vicious dog' is defined as:

- a) any dog with a known propensity, tendency, or disposition to attack without provocation other domestic animals or humans; or
  - b) any dog which has bitten another domestic animal or human without provocation;
  - c) a Pit Bull Terrier, American Pit Bull Terrier, Pit bull, Staffordshire Bull Terrier, American Staffordshire Terrier, Rottweiler or any dog of mixed breeding which includes any of the aforementioned breeds; or
  - d) any dog that the Council reasonably deems to be vicious.
- 4.11. A Resident shall register their dog or cat by providing to Council, in writing, its name, breed, colour, and markings and a photo together with the Strata Lot number and telephone number of the owner. Such registering shall take place within 30 days of the dog or cat residing in the Strata Lot or 30 days from the passage of this Bylaw.
- 4.12. A Resident or Visitor shall not feed nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any Strata Lot or the common property or install bird feeders on their Strata Lots or on common or limited common property. Residents and Visitors are also strictly forbidden from feeding any wild rodents or leaving any food scraps, seeds, or food or any kind on common property that may entice rodents, animals or nuisance birds.

*Occupants of Strata Lot*

- 4.13. The maximum number of occupants permitted to reside in a Strata Lot is limited to as follows:
- a) in a one-bedroom Strata Lot - maximum three (3) occupants;
  - b) in a one-bedroom plus den Strata Lot – maximum three (3) occupants;
  - c) in a two-bedroom Strata Lot – maximum four (4) occupants; and
  - d) in a two-bedroom plus den Strata Lot – maximum five (5) occupants.

*Smoking*

- 4.14. Residents and Visitors are prohibited from smoking in or on:
- a) interior common property areas including but not limited to hallways, elevators, the lobby area, the parking garage, the laundry room, the locker rooms and stairwells; or
  - b) within 3 metres of the entranceways to the building, open windows and air intakes.

*Items on Common or Limited Common Property*

- 4.15. Except with the prior written permission of Council, the use or storage of propane, natural gas or electric heaters on any balcony is not permitted with the exception of the townhouses and rooftop patios. All permitted heaters must have at least 3 feet clearance away from the surrounding building walls, ceilings and railings to prevent damage to the building envelop.
- 4.16. No barbecues other than those fueled by propane or natural gas or electricity may be used. No Resident shall operate a barbecue in a manner which, in the opinion of the Council, interferes with another Resident's enjoyment of their Strata Lot. All barbecues must be kept at a minimum distance of twenty-four (24) inches away from the building exterior walls and railings to prevent heat damage to the building envelope.
- 4.17. Owners, Tenants or Residents must not install hot tubs, jetted tubs, saunas or children's wading pools in or about the Strata Lot, common property or limited common property.
- 4.18. All real Christmas trees are prohibited in any part of the building, including common property or a Strata Lot except in the main lobby within which the Council may, at its discretion, place a live tree so long as it is coated with fire retardant flocking.
- 4.19. No notices shall be posted on common property except with the consent of the Council.
- 4.20. Residents and Visitors shall not cause any restrictions or hindrances to the use of sidewalks, driveways, entrances, exits, or other parts of the common property.

*Exterior Appearance*

- 4.21. No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the Strata Lot without prior written approval by the Council.
- 4.22. No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the Strata Lot, without prior written consent of the Council.
- 4.23. No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, patios, balconies or other parts of the Strata Lot so that they are visible from the outside.
- 4.24. Draperies or window coverings that are visible from the exterior of any Strata Lot shall be cream or white in colour.
- 4.25. No unsightly material, effects or items shall be displayed or stored on the balcony, deck, roof deck, Sky Garden or other limited common property of the Strata Lot.

- 4.26. A Resident must not place any items on any balcony except free-standing, self-contained planter boxes, barbecues, summer furniture and accessories. Any damage to the balcony and its membrane caused by items placed on the balcony shall be repaired at the expense of the Owner.
- 4.27. A Resident may not display holiday lights on a Strata Lot or limited common property that are visible from the exterior of the Strata Lot outside the period between December 1 and January 15 of each year. Holiday lights shall not be affixed to the exterior of the Strata Lot using nails or staples and should only be affixed using appropriate temporary mounting clips.

*Health and Safety*

- 4.28. Owners, Tenants and Residents shall not allow their Strata Lots to become a health/safety hazard. If the Council deems a Strata Lot to be a health/safety hazard, the council will, at its sole discretion, have the Strata Lot brought up to applicable statutory standards, at the Owner's sole expense.

*Bicycles*

- 4.29. Bicycles shall be kept in designated bicycle storage areas only.
- 4.30. Bicycles shall not be carried into and within the building with the exception of the underground parking. Bicycles shall not be transported through common hallways or in the elevators of the Strata Plan.
- 4.31. Bicycles found in non-designated/unallocated spaces will be removed up to and including cutting free the bicycle if necessary from handrails or fences at the sole expense of the owner. Bicycles removed will be locked up by the property manager to enforce the rules of the Strata Corporation for a period up to thirty (30) days. All unclaimed bicycles will thereafter be disposed of to recover the costs of removal and/or storage.
- 4.32. To recover a bicycle removed under Bylaw 4.31, the Owner, Resident, or Tenant shall pay a fee of \$25.00 to cover the cost of removing and storage to the Strata Corporation.
- 4.33. Residents, Tenants, and Visitors must not use or ride any mechanical device, including bicycles, tricycles, skateboards and roller blades (except strollers or those devices to assist disabled people) on either limited common property or common property, including the elevator, sidewalks, pathways and the parking areas other than entry to and egress from the parking area on a motor vehicle or bicycle.

*Other*

- 4.34. A Resident must not use common property electrical outlets without the prior written approval of the Council with the exception of electrical outlets used for vacuuming of vehicles.

- 4.35. Nothing shall be thrown out of or shaken from any window, door, passage, off any balcony, or other parts of the Strata Lot or common property.

#### **BYLAW FIVE - Rentals / Information to Strata Corporation**

- 5.
- 5.1. Within two (2) weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, Strata Lot number and mailing address.
- 5.2. Within two (2) weeks of renting a Strata Lot an Owner must provide the Strata Corporation with a Form K signed by the Tenant in compliance with section 146 of the Act.
- 5.3. An Owner shall be liable for a fine of \$50.00 for every month or part thereof that a Tenant is in occupancy of the Strata Lot and the Form K is not submitted.
- 5.4. With the exception of the guest suite, an Owner, or the Owner's agent, must not enter into a lease that is less than six months in duration.

#### **BYLAW SIX - Altering a Strata Lot**

- 6.
- 6.1. An Owner must submit a completed application in accordance with the Pomaria Work Agreement and 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 the building;
  - b) the exterior of the building;
  - c) chimneys, stairs, balconies or other things attached to the exterior of the building;
  - d) doors, windows or skylights, on the exterior of the building, or that front on the common property;
  - e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - f) common property located within the boundaries of a Strata Lot;
  - g) those parts of the Strata Lot which the Strata Corporation must insure under section 149 of the Act;

- h) the painting of the exterior, or the attachment of sunscreens or greenhouses; or
  - i) limited common property, including balconies, decks, roof decks, and the Sky Gardens.
- 6.2. The Strata Corporation must not unreasonably withhold its approval under Bylaw 6.1, but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the Strata Corporation for any future costs in connection with the alteration.
- 6.3. Where an Owner has been given approval to make alterations, all alterations must be made in accordance with the Pomaria Work Agreement.
- 6.4. The Council reserves the right to require, or have an Owner provide, specified professional supervision or inspection, or both, of approved alterations. The Council may include specified supervision or inspection as a requirement of approval.

#### **BYLAW SEVEN - Altering Common Property**

- 7.
  - 7.1. An Owner, Tenant or Resident shall not alter common property or limited common property without the written approval of the Strata Corporation.
  - 7.2. The Council 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.

#### **BYLAW EIGHT - Access to Strata Lot**

- 8.
  - 8.1. In the event of an emergency where entry is required to ensure safety or prevent significant loss or damage, a Resident, Owner, Tenant, or Visitor must allow a person authorized by the Council to enter the Strata Lot without notice. If force is required to gain access, it will be done at the Owner's Expense.
  - 8.2. A Resident or Visitor must allow a person authorized by the Council to enter the Strata Lot on forty-eight (48) hours' written notice at an hour between 9:00 am and 5:00 pm, 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.

- 8.3. Failure to provide access as required under this Bylaw will be subject to a fine of \$200.
- 8.4. The notice referred to in this Bylaw must include the date and approximate time of entry, and the reason for entry.
- 8.5. If access is not permitted as required under this Bylaw, the Owner will be responsible for all costs incurred by the Strata Corporation arising from the failure to provide access, including any legal costs incurred by the Strata Corporation if an application to the Court is required in order to obtain access to the Strata Lot.

#### **BYLAW NINE - Repair And Maintenance Of Property By Strata Corporation**

9.
  - 9.1. The Strata Corporation must repair and maintain all of the following:
    - a) common assets of the Strata Corporation;
    - b) common property that has not been designated as limited common property;
    - c) limited common property, but the duty to repair and maintain it is restricted to:
      - i) repair and maintenance that in the ordinary course of events occurs less often than once a year; and
      - ii) the following, no matter how often the repair or maintenance ordinarily occurs:
        - A. the structure of a building;
        - B. the exterior of a building;
        - C. chimneys, stairs, balconies and other things attached to the exterior of a building;
        - D. doors, windows or skylights, on the exterior of a building or that front on the common property;
        - E. fences, railings and similar structures that enclose patios, balconies and yards; and
        - F. exhaust fan ducts and dryer ducts.

## **BYLAW TEN - Council**

### *Size and Eligibility*

- 10.
- 10.1. The Council must have at least three (3) and not more than seven (7) members.
- 10.2. A spouse of a registered Owner may stand for Council election and serve as a member on Council.
- 10.3. No person shall be elected to Council or remain on Council if the Strata Corporation is entitled to register a lien on their Strata Lot under Section 116(1) of the Act.

### *Council members' terms*

- 10.4. The term of office of a Council member ends at the end of the annual general meeting at which the new Council is elected.

### *Removing a council member*

- 10.5. 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 (1) or more Council members. Without limiting the generality of the foregoing a separate resolution must be presented for each Council member to be removed.
- 10.6. After removing a Council member(s), the Strata Corporation may hold an election at the same annual or special general meeting to replace the Council member(s) for the remainder of the term.
- 10.7. 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 10.1 of the Strata Corporation for the remainder of the term.
- 10.8. A replacement Council member appointed pursuant to Bylaws 10.5 and 10.6 may be appointed from any person eligible to sit on the Council.

### *Replacing a Council Member*

- 10.9. If a Council member is unwilling or unable to act for a period of two (2) or more months, the Council member is deemed to have resigned.
- 10.10. If a Council member has resigned or is deemed to have resigned, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
- 10.11. A replacement Council member may be appointed from any person eligible to sit on the Council.
- 10.12. The Council may appoint a Council member under this section if the absence of the member being replaced leaves the Council without a quorum.
- 10.13. If all the members of the Council resign or are unwilling or unable to act for a period of two (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 of Council*

- 10.14. At the first (1st) 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.
- 10.15. A person may hold more than one (1) office at a time, other than the offices of president and vice president.
- 10.16. 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
- 10.17. If an officer other than the president is removed, resigns or is unwilling or unable to act for a period of two (2) or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.
- 10.18. The Council may vote by majority to remove an officer in which case Bylaws 10.9 to 10.13 with respect to the appointment of a replacement shall apply.

*Calling council meetings*

10.19. Any Council member may call a Council meeting by giving the other Council members at least one (1) week's written notice of the meeting that specifies the reason for calling the meeting.

10.20. A Council meeting may be held on less than one (1) week's written 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.

10.21. The Council must inform Owners about a Council meeting as soon as feasible after the meeting has been called.

*Requisition of Council hearing*

10.22. By application in writing, stating the reason for the request, an Owner or Tenant may request a hearing at a Council meeting.

10.23. If a hearing is requested under Bylaw 10.22, the Council must hold a meeting to hear the applicant within one (1) month of the request.

10.24. 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 (1) week of the hearing.

*Quorum of Council*

10.25. A quorum of the Council is:

- a) two (2), if the council consists of 3 or 4 members;
- b) three (3), if the council consists of 5 or 6 members; and
- c) four (4), if the council consists of 7 members.

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

*Council meetings*

- 10.27. 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.
- 10.28. If a Council meeting is held by electronic means, Council members are deemed to be present in person.
- 10.29. Owners may attend Council meetings as observers.
- 10.30. Despite Bylaw 10.29, 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; or
  - d) matters that Council resolves shall be discussed *in camera*

*Voting at Council meetings*

- 10.31. At Council meetings, decisions must be made by a majority of Council members present in person at a meeting at which quorum is present. No decisions of Council can be made in the absence of a quorum except where specified by these Bylaws.
- 10.32. Unless there are only two (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.
- 10.33. The results of all votes at a Council meeting must be recorded in the Council meeting minutes.

*Distribution of Minutes*

- 10.34. The Council must inform Owners of the minutes of all Council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.

*Delegation of Council's Powers and Duties*

- 10.35. Subject to Bylaws 10.36 to 10.38, the Council may delegate some or all of its powers and duties to one (1) or more Council members or persons who are not members of the Council, and may revoke the delegation.

- 10.36. 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 authority to make expenditures in accordance with Bylaw 10.37.
- 10.37. A delegation of a general authority to make expenditures must set a maximum amount that may be spent and indicate the purposes for which, or the conditions under which, the money may be spent.
- 10.38. The Council may not delegate its powers to determine, based on the facts of a particular case whether:
- a) a person has contravened a Bylaw or rule;
  - b) a person should be fined, and the amount of the fine;
  - c) a person should be denied access to a recreational facility; or
  - d) an Owner can be granted an exemption to a rental Bylaw pursuant to section 144 of the Act.

*Spending restrictions*

- 10.39. 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.
- 10.40. The Council may authorize expenditures which are not set out in the annual budget of the Strata Corporation and passed by the owners at an annual general meeting 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*

- 10.41. 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.
- 10.42. Bylaw 10.41 does not affect a Council member's liability, as an Owner, for a judgment against the Strata Corporation.
- 10.43. All acts done honestly and in good faith by a Council member are, even if afterward it was discovered that there was some defect in the appointment or continuance in office of a member of the Council, valid as if the Council member had been duly appointed or had duly continued on Council.

## **BYLAW ELEVEN – Fines**

### *Maximum Fine*

11.
  - 11.1. The Strata Corporation may fine an Owner or Tenant a maximum of:
    - a) the amount allowable by the Act for each contravention of a Bylaw; and
    - b) the amount allowable by the Act for each contravention of a rule.
  - 11.2. Any fines imposed will be due and payable on or before the first day of the month after the fines are imposed.

### *Continuing Contravention*

- 11.3. If an activity or lack of activity that constitutes a contravention of a Bylaw or rule continues, without interruption, for longer than seven (7) days, a fine may be imposed every seven (7) days.

## **BYLAW TWELVE - Annual or Special General Meetings**

### *Person to Chair Meeting and Meeting Quorum*

12.
  - 12.1. Annual and special general meetings must be chaired by the president of the Council.
  - 12.2. If the president of the Council is unwilling or unable to act, the meeting must be chaired by the vice president of the Council.
  - 12.3. 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.
  - 12.4. Notwithstanding Section 48(3) of the Act, if within one half (1/2) 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, if within one half (1/2) 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.

### *Participation at General Meetings*

- 12.5. Tenants may attend annual and special general meetings, whether or not they are eligible to vote.
- 12.6. Persons who are not eligible to vote, including Tenants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- 12.7. Persons who are not eligible to vote, including Tenants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

#### *Voting*

- 12.8. At an annual or special general meeting, voting cards must be issued to eligible voters.
- 12.9. 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.
- 12.10. If a precise count is requested, the chair must decide whether it will be by show of voting cards, roll call, secret ballot or some other method.
- 12.11. 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.
- 12.12. 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.
- 12.13. If there are only two (2) Strata Lots in the Strata Plan, Bylaw 12.12 does not apply.
- 12.14. Despite anything in this section, an election of Council or removal of a Council member must be held by secret ballot. Any other vote must be held by secret ballot if requested by an eligible voter and a majority of eligible voters vote in favour of a secret ballot.
- 12.15. Except on matters requiring a unanimous vote, the vote for a Strata Lot may not be exercised if the Strata Corporation has or is entitled to register a lien against that Strata Lot under section 116(1) of the Act.

#### *Order of Business*

- 12.16. 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 Bylaws or 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; and
- n) terminate the meeting.

### **BYLAW THIRTEEN - Voluntary Dispute Resolution**

13.

- 13.1. A dispute among Owners, Tenants or Residents, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if all the parties to the dispute consent and the dispute involves the Act, the regulations, the Bylaws or the rules.

- 13.2. A dispute resolution committee consists of:
- a) one (1) Owner of the Strata Corporation nominated by each of the disputing parties and one (1) owner 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.
- 13.3. The dispute resolution committee must attempt to help the disputing parties voluntarily end the dispute.

#### **BYLAW FOURTEEN - Hazards**

- 14.
- 14.1. No item shall be brought onto or stored in a Strata Lot or the common property which will in any way increase or tend to increase the risk of hazards including fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.

#### **BYLAW FIFTEEN - Cleanliness**

- 15.
- 15.1. All household refuse and recycled material shall be secured in suitable plastic bags or recycling containers that do not leak prior to being removed from a Strata Lot. The residents shall comply with the Strata Corporation's and City's recycling program as implemented by the Council.
- 15.2. Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the Resident of the Strata Lot at their own expense and shall not be deposited in the Strata Corporation garbage room or garbage room bins including, but not limited to furniture, appliances, and bulky items.
- 15.3. A Resident must not allow a Strata Lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes and packing cases and other similar refuse must not be thrown, stored or piled in a Strata Lot or on common property including but not limited to balconies. The Strata Corporation may require the removal of such refuse and any expenses incurred by the Strata Corporation to remove such refuse shall be charged to the Owner of the Strata Lot.

#### **BYLAW SIXTEEN - Common Areas**

16.
  - 16.1. The Council shall administer all common areas and any rules and regulations formulated by the Council from time to time shall be binding upon all Owners, Tenants and Visitors.
  - 16.2. The common facilities are for the use of Residents and their Visitors only. A Resident must accompany Visitors when using these facilities.

#### **BYLAW SEVENTEEN - Parking**

17.
  - 17.1. A Resident shall use only the parking stall(s) obtained by way of partial assignment of Qualex Landmark Parking Ltd.'s rights under a parking stall and storage lease registered in the Land Titles Office against title to the common property of the Strata Corporation. Parking stalls cannot be utilized by any person who is not a Resident within the Strata Corporation.
  - 17.2. No major repairs or adjustments shall be made to motor vehicles on the common property.
  - 17.3. A maximum speed of 10 km/h shall apply within the common property.
  - 17.4. Residents must clean up spills on common property caused by their vehicles including any leaks such as oil, lubricants, gas and coolants. Any costs incurred by the Strata Corporation to clean-up spills shall be assessed against the Owner of the Strata Lot
  - 17.5. No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner that reduces the width of an access roadway. Any vehicle found in contravention of this Bylaw will be immediately towed at the owner's expense and any costs incurred by the Strata Corporation in doing so shall be assessed against the Owner of the Strata Lot.
  - 17.6. No vehicles exceeding 4,000 kg G.V.W shall be parked or brought onto the common property without the consent of the Council, except when used in delivery to or removal from the premises.
  - 17.7. The Strata Corporation may have any vehicle, that is improperly parked or stopped or otherwise causing a breach of these Bylaws, can be removed at the owner's expense and any costs incurred by the Strata Corporation in doing so, where applicable, shall be assessed against the Owner of the Strata Lot.
  - 17.8. Residents shall not allow any vehicle, equipment, or items other than a licensed motor vehicle to be parked or stored in an assigned parking space. A motorcycle may be parked in an assigned parking space with another licensed motor vehicle if such combination does not exceed eighteen (18) lineal feet, provided neither extends into the common driveway or blocks any adjacent assigned parking spaces. A licensed motor vehicle can be a small, medium or full-size car, station wagon, light truck up to  $\frac{3}{4}$  ton, van, mini-van, sport

utility vehicle, or motorcycle. If anything other than a licensed motor vehicle is stored in an assigned parking space, the Strata Corporation shall be at liberty to remove them, and any costs incurred in doing so shall be assessed against the Strata Lot Owner's strata account.

- 17.9. No propane powered vehicles are permitted on common property or limited common property and without limiting the generality of the foregoing, in the underground parking garage.
- 17.10. Only vehicles with current registration and public liability and property damage insurance of \$2,000,000.00 shall be allowed in the parking areas, except with special written permission of the Council. Parking of vehicles other than those owned or used by a Resident or their Visitors is prohibited.
- 17.11. A Resident must only wash a vehicle in the location designated for vehicle washing only. Once the washing is completed the designated area is to be cleaned of dirt, refuse and excess water.
- 17.12. No vehicle or equipment attached thereto that constitutes a fire hazard, in the Council's opinion, shall be permitted in the parking areas.
- 17.13. Vehicles parked in the visitor parking area that do not display a visitor parking pass will be towed from the site at the vehicle owner's expense.

#### **BYLAW EIGHTEEN - Security**

18.
  - 18.1. Residents must fully stop their vehicle immediately after entering or leaving the parking garage, until the parking gate has fully closed.
  - 18.2. Residents shall not leave open or unlock any outside entrance or exterior fire exit door.
  - 18.3. All keys to locks on common property will be made and issued only with the authority of the Council.
  - 18.4. Additional or replacement key fobs may be obtained by an Owner or Tenant. The fobs will be issued by the Concierge at a cost set by the Strata Corporation from time to time.
  - 18.5. All fobs lost or stolen shall be reported to the Concierge immediately.

#### **BYLAW NINETEEN - Move In/Out Procedures**

- 19.

- 19.1. A move means any time the elevator must be locked off for multiple trips or for a period greater than ½ hour.
- 19.2. All moves must be scheduled at least 48 hours notice in advance with the Concierge and approved by the Concierge in writing.
- 19.3. At the time of scheduling a move, all individuals shall complete a Move Application available from the Concierge.
- 19.4. Moves shall only be conducted on weekdays between 9:30 am and 4:30 pm and will not be permitted on statutory holidays, Christmas Eve, or New Year's Eve.
- 19.5. No more than two moves (one in the morning and one in the afternoon) will be scheduled on a given day.
- 19.6. For an Owner moving out of his or her own suite, a fee of \$100 per move shall apply.
- 19.7. For a Tenant moving into or out of a suite, a fee of \$200 per move shall apply.
- 19.8. Owners or Tenants are required to provide a \$500 damage deposit.
- 19.9. All applicable moving fees and damage deposits must be provided to the Concierge at the time of the submission of the Move Application.
- 19.10. Tenants must provide a copy of their Form K with their Move Application. Move Applications will not be approved unless a Form K has been provided.
- 19.11. If a Move Application has been made by a Tenant, the Tenant must confirm that they have read and understand the Bylaws of Pomaria at the time of submission of the Move Application.
- 19.12. At all times during the move, a representative of the moving party must be present and accessible by cell phone. A cell phone number for the representative shall be provided to the Concierge.
- 19.13. Prior to starting the move, the move representative and Concierge shall walk and inspect the move route and note the conditions.
- 19.14. No goods shall be placed or left unattended in the lobby or block any exits during the move, including the elevator doors. An elevator service key must be used to control the opening and closing of the elevator and the door is not to be jammed open in any way.

- 19.15. Following the move, the move representative and Concierge shall walk and inspect the move route and note any change in conditions.
- 19.16. In extraordinary circumstances, the Council may grant an exception to one or more of these rules, but any exception granted must be in writing.

## **BYLAW TWENTY - Sky Gardens**

20.

- 20.1. No Residents or Visitors are permitted to use the Sky Gardens on the 16th and 19th floors, except for the Residents of the Strata Lots on those floors for which the Sky Gardens constitute limited common property which Owners are entitled to the exclusive use of the Sky Gardens.
- 20.2. Without restricting the applicability of these Bylaws, Owners of Strata Lots entitled to use of the Sky Gardens:
- a) shall not make any permanent modifications to the Sky Gardens including any change to the landscaping whether or not such modifications are visible from the exterior of the building unless authorized in writing to do so by the Council;
  - b) must allow a person authorized by the Council and/or the Strata Corporation access to the Sky Gardens to maintain, repair and inspect the Sky Gardens; and
  - c) shall not place personal effects and furniture on the Sky Gardens, unless:
    - i) the Owners obtain the unanimous consent of the other Owners who have the exclusive use of such Sky Garden;
    - ii) the personal effects and furniture are not visible from the exterior of the “Pomaria” project; and
    - iii) they confirm in writing with Council that they will indemnify the Strata Corporation and maintain adequate insurance for any loss or damage to the Strata Corporation as a result of the presence of personal effects and furniture on the Sky Gardens.
- 20.3. Since the landscaping in and on the Sky Gardens is part of the overall landscaping scheme for the “Pomaria” project , all landscaping done on or in

the Sky Gardens shall be done by the landscaping firm retained by the Strata Corporation generally unless otherwise permitted by written authorization of the Council and the cost of such landscaping for the Sky Gardens shall be shared by those Owners entitled to the exclusive use of that particular Sky Gardens in accordance with their respective unit entitlements and such Owners shall pay such costs within thirty (30) days of being invoiced therefore by the Strata Corporation or the Strata Agent. Under no circumstances will an Owner be entitled to alter the existing landscaping located on or in the Sky Gardens without specific written authorization of the Council.

### **BYLAW TWENTY ONE - Live/Work Units**

21.

21.1. Without restricting the general applicability of these Bylaws, Strata Lots number 18 to 21 inclusive are live / work units (the “Live/Work Units”). In addition to using the Strata Lot as a residential unit may also use the Live/Work Units for General Office Live Work, as defined in the City of Vancouver Zoning Bylaw 2689, as amended from time to time. Such Owners shall take all necessary steps to ensure that they comply with such Bylaws and further such Owner shall not permit the Live/Work units to be used as:

- a) A financial institution, health care office or health enhancement centre;
- b) A booking agency or a facility providing liquor delivery or psychic/fortune telling services;
- c) A consulate, embassy, high commission or other office of a foreign government body;
- d) A government office; or
- e) For any use that is not restricted to a pure office use.

21.2. When a Live/Work Unit is being using for General Office Live-Work purposes the Owner thereof shall not permit the number of people working within the Live-Work Unit at any time (including the Owner and any relatives of the Owner) to exceed one (1) person for every 295 square feet of habitable area of the Live-Work Unit.

21.3. The Owner of a Live/Work Strata Lot must obtain approval from the Council before posting any signage which may be seen from outside.

**BYLAW TWENTY TWO - Sale of a Strata Lot**

22.

22.1. An Owner will not permit “For Sale” or “Open House” signs to be placed on or about the common property other than in the location approved by the Council for the placing of “For Sale” or “Open House” signage.

22.2. If an Owner permits a public open house of a Strata Lot, all prospective purchaser(s) must be escorted by a realtor or their representative at all times and met in the lobby to greet and escort the prospective purchaser(s) to the Strata Lot.

**BYLAW TWENTY THREE - Authorization to Proceed on Small Claims**

23.

23.1. The Strata Corporation may proceed under the Small Claims Act, without further authorization by the Owners, to recover from an Owner or other person(s), by an action in debt in Small Claims Court, money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, and 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 Tenants or Visitors.

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**Bylaws/Date of AGM or SGM**

Entire set of bylaws, #1 to 23, AGM 14-Nov-12

New bylaws 3.6 and 3.7, AGM 9-Dec-13

**Registration Date & Number**

20-Nov-12/CA2876569

3-Apr-14/CA3662735