

**THE OWNERS, STRATA PLAN LMS2745
(ORCA PLACE)**

BYLAWS

(Revised December 2007)

1. Definitions

1.1 In these bylaws:

“Act” means the Strata Property Act;

“Building” means the structure and all improvements located on/in Strata Plan LMS2745;

“Resident” means an owner, a tenant, an occupant or a visitor;

“Premises” means “strata lot”;

“Strata Corporation” means the owners of the strata lots in the strata plan under the name “The Owners, Strata Plan LMS2745”.

1.2 A word or expression in these bylaws has the meaning given to it in the Act unless it is defined in these bylaws or the context requires otherwise.

2. Duties of Owners, Tenants, Occupants and Visitors

2.1 Payment of strata fees

2.1.1 All monthly strata fee to be paid by an owner, tenant or occupant to the Strata Corporation shall be paid on the first day of each month. If the Strata Corporation has not received from an owner, tenant or occupant the strata fee by the seventh day of the month then the owner shall be assessed interest on the outstanding amount of 10% compounded annually. If a strata fee payment is returned by the financial institution (NSF) for any reason, interest at 10% compounded annually will also apply. The owner, tenant or occupant will also be responsible for any NSF fee charged by the financial institution.

2.2 Repair and maintenance of property by owner

2.2.1 An owner must repair and maintain the owner’s strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

2.2.2 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.

2.2.3 An owner must repair and maintain the exhaust vent connected to the dryer in the strata lot.

2.3 Use of property

- 2.3.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
- (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 2.3.2 An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or other parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under the Act.
- 2.3.3 An owner, tenant or occupant must not keep any pets on a strata lot except as provided below:
- a) An owner, tenant or occupant may keep on his or her strata lot, a reasonable number of fish or other small aquarium animals and up to 2 caged birds.
 - b) An owner, tenant or occupant shall be entitled to keep one domesticated dog or one domesticated cat in the strata lot. An owner, tenant or occupant that keeps a pet must comply with these by-laws and any rules enacted by the strata council on behalf of the Strata Corporation pursuant to by-law 2.3.3. with respect to the keeping of pets. Unless specifically approved by the strata council, the weight of any pet shall not exceed 20 kilograms (44 lbs).
 - c) An owner, tenant or occupant that keeps a pet in a strata lot, either permanently or temporarily, shall register that pet with the strata council by providing to the strata council a photo of the pet along with a written notice signed by the owner, tenant or occupant. Such notice shall set out the name, breed and colour of the pet, the strata lot number in which the pet is residing, the name and telephone number of the owner of the pet and the license number of the pet (when the pet is required to be licensed).
 - d) No visitor pet(s) are permitted unless they are working pets i.e. seeing eye dog.
 - e) An owner of a dog or cat shall attach a collar to the pet with a tag identifying the owner.
 - f) Pets are not permitted on common area and shall be on a leash or carried by the owner when entering or exiting the building.
 - g) An owner of a pet shall not permit the pet to urinate or defecate on the common property. If any pet does urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and shall dispose of it in a waste container or by some other sanitary means.
 - h) No owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking, howling, meowing, chirping, tweeting, squawking, scratching or mating calls.

- i) The strata council may, from time to time on behalf of the strata corporation enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these by-laws and any such rule, the provisions of these by-laws will prevail.
- j) If, in the strata council's reasonable opinion, a pet causes a nuisance or annoyance to other owners, tenants or occupants or damage to the common property whether or not such pet is allowed pursuant to the above provisions, the strata council may order the pet owner to remove the pet, in which event the pet owner shall remove the pet within 30 days after notice in writing to that effect.

2.3.4 An owner, tenant or occupant must not:

- (a) store or allow the following items to accumulate on their balcony or entrance to their strata lot:
 - (i) unsuitable lawn furniture
 - (ii) hanging plants
 - (iii) door mats
 - (iv) garbage
 - (v) debris
 - (vi) other than items specifically approved by the strata council in writing;
- (b) cook on their balcony;
- (c) alter the exterior appearance of his strata lot, limited common property or landscaping, including but not limited to:
 - (i) hanging laundry items to dry in any manner which would make them visible outside of the strata lot;
 - (ii) damaging common property, including, but not limited to trees, plants, flowers, bushes, lawns, playgrounds and parking areas; or
 - (iii) allowing signs, billboards, notices or any other advertising matter of any kind to be placed on any part of the common property or in the strata lot which is visible from the exterior of the building, without first obtaining written consent of the strata council;
- (d) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (e) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
- (f) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
- (g) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;

- (h) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
- (i) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
- (j) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (k) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (l) allow a strata lot to become unsanitary or a source of odour;
- (m) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
- (n) install any window coverings, visible from the exterior of his strata lot, which are different in size or colour from those of the original building specifications;
- (o) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
- (p) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto;
- (q) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (r) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;
- (s) deliberately or negligently, any act which would result in costs being incurred by the strata corporation due to a claim being made on the insurance policy of the strata corporation and in the event that loss or damage occurs that gives rise to a valid claim under the strata corporation's insurance policies, and where such loss or damage arises as a result of a negligent or deliberate act of an owner, tenant, occupant or visitor, then such owner or tenant who is responsible for the occupant or visitor, shall, as permitted by section 158 of the Strata Property Act, be responsible for paying to the strata corporation the reasonable costs of the strata corporation remedying the contravention, being an amount equal to the insurance deductible payable by the strata corporation.

2.3.5 An owner shall be responsible for the actions of a tenant or occupant of their respective strata lot with respect to breaches of the Strata Corporation bylaws in the same way as if the owner has committed the breach.

2.4 Inform Strata Corporation

- 2.4.1 Within 2 weeks of becoming an owner, the owner must inform the Strata Corporation of the owner's name, strata lot number, vehicle information (color, make, model and license plate number of any car to be parked in the parking area) and mailing address outside the strata plan, if any.
- 2.4.2 Before an owner rents all or part of a strata lot, the owner must give the prospective tenant a copy of the current bylaws and rules, and a Notice of Tenant's Responsibilities in the prescribed form.
- 2.4.3 Within 2 weeks of allowing possession of a strata lot by a tenant, the owner of the strata lot must give the Strata Corporation a copy of the Notice of Tenant's Responsibilities signed by the tenant. Any owner who fails to comply with this bylaw shall be fined \$100 per month until such time as the signed Notice of Tenant's Responsibilities is received by the Strata Corporation.
- 2.4.4 On request by the Strata Corporation, a tenant must inform the Strata Corporation of the tenant's name.

2.5 Obtain approval before altering a strata lot

- 2.5.1 An owner must obtain the written approval of the Strata Corporation before making, or allowing a tenant or occupant to make, 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 (including the casings, frames and sills of such doors, windows and 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 the Act.
- 2.5.2 The Strata Corporation must not unreasonably withhold its approval for the proposed alteration, but may require as conditions for its approval that the owner:
 - (a) agree in writing to take sole responsibility for all expenses relating to the alteration and to indemnify the Strata Corporation against such expenses;
 - (b) provide a copy of the owner's plans and specifications for the proposed alteration;
 - (c) comply with the Strata Corporation's design guidelines;
 - (d) provide proof of construction or liability insurance coverage;
 - (e) provide proof of having obtained the necessary permits and approvals from the government authorities for the proposed alteration; and
 - (f) comply with any other reasonable requirements of the council.
- 2.5.3 An owner, tenant or occupant must not do anything in any manner which in the opinion of the council will adversely affect the exterior appearance of the building.

2.6 Obtain approval before altering common property

- 2.6.1 An owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.

2.6.2 The Strata Corporation has the right to arbitrarily refuse to give such approval.

2.7 Permit entry to strata lot

2.7.1 An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under the Act, provided that such notice must include the date and approximate time of entry, and the reason for entry.

2.7.2 Certain areas of the building which are designated as common property may only be maintained and serviced by the Strata Corporation if the owner or owners of the adjoining lots permit the strata council or its representatives access to same through their strata lots. Accordingly, when the Strata Corporation needs to gain access to any part of the common property in order to maintain, service and/or repair same, but cannot gain access thereto without going through a strata lot, such strata lot owner(s) shall at all reasonable times permit the Strata Corporation and its representatives access to such portions of the common property via their strata lot

2.8 Parking

2.8.1 No owner, tenant or occupant shall:

- (a) store hazardous material, including propane, in the parking area or storage lockers;
- (b) store any items, other than insured vehicles in parking stalls without written permission of the strata council;
- (c) fail to satisfactorily clean their parking stalls of oil or other material within ten days of receiving notice from the strata council to do so;
- (d) park any vehicle in a loading zone for any purpose other than to quickly load or unload that vehicle.

2.8.2 Any owner, tenant or occupant who violates any part of bylaw 2.8.1 may be required to pay the cost reasonably incurred by the Strata Corporation to clean the parking stall or remove the unauthorized material or vehicle.

2.9 Change of Ownership or Occupancy

2.9.1 Upon any change of occupant, the current owner is required to pay to the Strata Corporation, a fee of \$200.00 within two (2) weeks after allowing possession of the strata lot by a new occupant. The \$200.00 fee is not applicable upon change of ownership of a strata lot.

2.9.2 The above-mentioned fee is payable whether or not any furniture is moved in or out, to cover administrative expenses relating to the change in occupancy.

2.9.3 Where an occupant moves from one strata lot to another strata lot within the Building, it shall be deemed to be a change of occupancy under article 2.9.1 above.

- 2.9.4 Where the move in or out takes place on other than Tuesday to Saturday from 8:00a.m. to 3:00p.m., there will be an additional charge of \$150.00 to the Strata Lot's account.

2.10 Garbage Disposal

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

2.11 Selling of Strata Lots

- 2.11.1 An owner of a strata lot, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property except in the manner and at the location as designated for such purpose by the council.
- 2.11.2 An owner of a strata lot, when selling a strata lot, will not hold or permit to be held, any public open house except in the manner prescribed by the council. One open house for agents will be allowed per listing. Unless the council otherwise prescribes, all showings must be by appointment only.

2.12 Commercial Retail Units - Use Restriction

- 2.12.1 Strata Lots 1 and 2 may only be used for such commercial purposes as shall be permitted in writing by the strata council, acting reasonably, in accordance with the following procedure:
- (a) Before opening for business an owner/tenant of Strata Lots 1 and 2 ("Applicant") shall submit to the strata council, through the Manager of the Strata Corporation if there is one, a completed Application Consent form ("Application") as prescribed by the strata council and provided the Application has been completed in all material respects and is received by the Manager prior to 5 days before the next meeting of the strata council, the strata council must deal with the Application at that meeting and notify the Applicant of its decision to allow or prohibit the strata lot to be used for the purpose specified in the Application within 48 hours of the conclusion of the meeting.
 - (b) If the Application is defective in any material respect, of which the strata council will be the sole judge, or if the strata council does not approve the use specified in the Application within the time period set forth in paragraph (a) above, the strata council may defer the matter until its next regular meeting, provided that the conditions set forth in paragraph (a) above have been satisfied.
 - (c) If the Application has been properly completed, but it is delivered to the Manager after the time period set forth in paragraph (a) above, then the Application must be dealt with at the next regular meeting of the strata council and the Applicant notified of its decision within 48 hours of the conclusion of the meeting.
- 2.12.2 The owners of Strata Lots 1 and 2 shall not make or permit noise in or about their strata lot or the common property, which in the opinion of the strata council is a nuisance or unreasonably interferes with the use and enjoyment of another strata lot or the common property by any other owner or owners. No instrument or other device shall be used within the strata lot which, in the

opinion of the strata council, causes a disturbance or interferes with the comfort of the other owners.

- 2.12.3 Subject to obtaining the prior consent of the strata council as provided in bylaw 2.12.1 above, the owners of such Strata Lots 1 and 2 shall be a liberty to carry on any lawful business in such strata lot at all hours and on all days, subject only to compliance with all applicable laws, bylaws, rules and regulations of all governmental authorities of competent jurisdiction.
- 2.12.4 The owners of Strata Lots 1 and 2 shall not do anything or permit anything to be done on his/her strata lot or on the common property which will or would tend to increase the risk of fire or the rate of fire insurance premiums for the building or any other insurance premiums with respect thereto.
- 2.12.5 The owners of Strata Lots 1 and 2 shall, in all other cases, be subject to the bylaws and rules and regulations of the Strata Corporation in effect from time to time.
- 2.12.6 The provisions of this bylaw 2.12 shall not be repealed, amended or altered in any respect whatsoever except by a unanimous resolution of the owners.

2.13 Handicapped Parking

- 2.13.1 There are 4 parking stalls in the underground parking garage designated as "Handicap parking", one of which is for visitors. These stalls will be retained by the Strata Corporation as common property and will not be designated as Limited Common Property, and will be allocated on a "first come first served" basis to purchasers who are physically handicapped in accordance with this bylaw.
- 2.13.2 To the extent that the Handicap Parking Stalls, except for the visitor's parking stall, have not been allocated to purchasers who are physically handicapped, these will be allocated to non-handicapped purchasers on a first come first served basis.
- 2.13.3 If at the time when a person who is physically handicapped purchases a strata lot there no Handicapped Parking Stalls available, then those owners or tenants who have the use of Handicapped Parking Stall and who are not themselves or a member of their household living in the strata lot on a full time basis, physically handicapped, hereby agree that their names shall go into a hat and the name that is drawn shall exchange his/her parking stall for the stall assigned to the strata lot being purchased by the person with a physical handicap, without the need for a further resolution of the strata council or the Strata Corporation and a memorandum to this effect will be noted in the Minutes of the strata council and in the records maintained by the manager for the strata council and each party will so be notified in writing and thereafter the parking stall being used by each owner shall be deemed to be for the exclusive use of that strata lot, and neither party shall be entitled to raise any objection to such exchange and shall have no recourse whatsoever against the strata council or Strata Corporation.
- 2.13.4 When an owner who has the use of the a Handicapped Parking Stall sells his/her strata lot to a person(s) without a physical handicap, he/she shall bring to the purchaser's attention the provisions of this bylaw, but if he/she fails to do so, the purchaser shall have no recourse whatsoever against the strata council or the Strata Corporation.

2.14 Open Balconies

- 2.14.1 No owner of a strata lot which has adjacent thereto an open balcony shall be entitled to enclose or close in such balcony and this bylaw shall not be repealed, amended or altered in any respect whatsoever except by a unanimous resolution of the owners.

2.15 Overloading, Suspension

- 2.15.1 A Resident shall not overload any floor of the Premises in excess of:

- (a) 40 pounds per square foot for living area above ground
- (b) 100 pounds per square foot for ground floor (except living area)
- (c) 100 pounds per square foot for hallways, exits, stairs, storage, etc.
- (d) 50 pounds per square foot for parking areas
- (e) 100 pounds per square foot for exterior areas (walkways, etc.)
- (f) 250 pounds per square foot for fire truck access vehicle weight: 74,000 lbs.,
50,000 lbs. point load

- 2.15.2 A Resident shall not hang or suspend from any exterior windows, walls and/or balconies, or any part of the Building any equipment, fixtures, signs or displays which are not first authorized by the Strata Corporation.

2.16 Electrical Equipment

- 2.16.1 The Resident of Strata Lot 1 or Strata Lot 2 shall, at its sole cost and expense, install and maintain all necessary lighting fixtures and electrical equipment within its Premises.

- 2.16.2 If the Resident of any other strata lot requires any electrical equipment, which might overload the electrical facilities in the Premises, the Resident shall, at its own cost, adhere to the following procedures:

- (a) Submit copies of plans and specifications to the Strata Corporation for installing and supplying additional electrical facilities or equipment to prevent such overloading;
- (b) Obtain the written consent and approval of the Strata Corporation;
- (c) Ensure all work meets current building code and any other governing authority requirements.

2.17 Plumbing

- 2.17.1 No plumbing facilities shall be used for any purpose other than that for which they were designed, and no foreign substances of any kind shall be thrown therein. The expense to repair any breakage, stoppage or damage resulting from a violation of this provision by the owner, or by any person, for whom the owner is responsible, shall be borne by the owner. In compliance with Municipal requirements, washrooms shall be made available by the Strata Corporation for use by the Residents of Strata Lots 1 & 2.

2.18 Signs, Advertising, Window Display, Balcony

- 2.18.1 A Resident shall not erect or install any exterior signs or interior window or door signs or advertising media or window or door lettering or placards without the prior written consent of the Strata Corporation.

- 2.18.2 A Resident shall not use any advertising media that is considered by the Strata Corporation to be objectionable or offensive. This includes but is not limited to loudspeakers, phonographs, televisions, public address systems, sound amplifiers, radios, broadcasts or telecasts within the Building in a manner capable of being heard or seen outside the Premises.
- 2.18.3 A Resident shall not install any exterior lighting, exterior decorations, or build any aerial or mast without the prior written consent of the Strata Corporation.
- 2.18.4 Notwithstanding any consent of the Strata Corporation, a Resident shall indemnify and save harmless the Strata Corporation from all claims, demands, loss or damages to any person or property arising out of any sign, mast, aerial, or other installation.
- 2.18.5 Any installation, which has not received the prior written consent of the Strata Corporation, shall be subject to immediate removal without notice and at the sole expense of the Resident.
- 2.18.6 The Residents of retail premises shall keep all display windows dressed in a first class manner at all times. The Residents shall further ensure that their storefront and all backlit signage is maintained in a first class manner at all times.
- 2.18.7 Residents shall not install clotheslines in the open balconies.

2.19 Permit & Licenses

- 2.19.1 The Residents of retail premises shall be responsible for obtaining from the appropriate governmental authority or other regulatory body having jurisdiction, whatever permits, licenses or approvals as may be necessary for the operation of its business.

2.20 Pests

- 2.20.1 Should the Premises become infested with rodents, vermin or like, the Resident shall remedy this immediately. The Resident shall use, at the Resident's cost, such pest extermination contractor as the Strata Corporation may direct and at such intervals as the Strata Corporation may require as being necessary by reason of the condition in the Premises.

2.21 Notice of Accidents

- 2.21.1 The Resident shall give immediate notice to the Strata Corporation in case of any fire or accidents in the Premises.

2.22 Emergency Contacts

- 2.22.1 The Resident shall provide the Strata Corporation with the names, addresses and telephone numbers of two (2) authorized persons/employees of the Resident who may be contacted by the Strata Corporation in the event of an emergency relative to the Premises.
- 2.22.2 All Residents must fill out an Emergency Contact sheet no later than ten (10) days after move in.
- 2.22.3 The Residents acknowledge and agree that for the safety and well being of the building, it may be necessary from time to time to enter a suite during an emergency in order to correct plumbing, electrical supply, water supply, cablevision, telephone, sprinkler systems and life safety systems. Consequently, all Residents are encouraged to provide the Strata Corporation with a spare key or

with Resident's prior authorization to enter the suite if such an emergency arises. If an Resident fails to provide either of the foregoing and the Strata Corporation is required to enter the suite when an Resident is not present, the Resident will be responsible for all costs that ensue.

2.23 Insurance

- 2.23.1 Each Resident is responsible for the contents and any improvements contained inside their Premises and should obtain adequate insurance to cover same.

2.24 Fine NEW

A \$25.00 per month fine will be imposed to strata lot's account with any type of arrears balance (other than strata fee) and to continue the fine for each month until the full payment is reimbursed.

3 Powers and Duties of Strata Corporation

3.1 Repair and maintenance

- 3.1.1 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 repair and maintenance that in the ordinary course of events occurs less often than once a year, and the following, no matter how often the repair or maintenance ordinarily occurs:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights (including the casings, frames and sills of such doors, windows and skylights) on the exterior of a building or that front on the common property;
 - (v) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot, but the duty to repair and maintain it is limited to:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights (including the casings, frames and sills of such doors, windows and skylights) on the exterior of a building or that front on the common property but excluding any doors and windows on the inside of a balcony; and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

4 Council

4.1 Eligibility for council

- 4.1.1 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 the Act.

4.2 Council size and quorum

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

4.2.2 A quorum of the council is 2 if the council consists of 3 or 4 members, is 3 if the council consists of 5 or 6 members, and is 5 if the council consists of 7 members.

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

4.3 Term of office

4.3.1 The term of office of a council member ends at the end of the annual general meeting at which a new council is elected.

4.3.2 A person whose term as council member is ending is eligible for re-election.

4.4 Removing council member

4.4.1 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.

4.4.2 After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

4.5 Replacing council member

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

4.5.2 A council member who is absent from 3 of any 4 consecutive regular scheduled meetings of the council without the consent of the remaining council members shall be deemed to be unwilling or unable to act for a period of 2 or more months, provided that the 4 consecutive meetings occur within a period of no less than 2 months.

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

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

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

4.6 Officers

4.6.1 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 and a vice president. The council may also elect, from among its members, other officers as it sees fit. The officers shall hold office until the end of the annual general meeting at which a new council is elected.

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

- 4.6.3 The council may, by a majority vote at a council meeting, remove one or more officers.
- 4.6.4 The vice president has the powers and duties of the president (a) while the president is absent or is unwilling or unable to act, or (b) for the remainder of the president's term if the president ceases to hold office.
- 4.6.5 If an officer other than the president ceases to hold office, the council must appoint a replacement officer from among its members for the remainder of the term.

4.7 Calling council meetings

- 4.7.1 At the first meeting of the council held after each annual general meeting of the Strata Corporation, the council must fix the council's meeting dates for the term of the council.
- 4.7.2 In addition to the scheduled meetings, the president may call a council meeting by giving the other council members at least one week's notice in writing, specifying the reason for calling the meeting. Any council member may call a council meeting in the same manner if the president fails to comply with the council member's request in writing given to the president requesting the president to call a council meeting to be held within 2 weeks after the request is given to the president.
- 4.7.3 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.

4.8 Council meeting procedures

- 4.8.1 Council meetings are to be chaired by the president, or by the vice president in the absence of the president. In the absence of both the president and the vice president, the council members present shall appoint one person from among themselves to chair the meeting.
- 4.8.2 Decisions at council meetings are made by a majority vote of the council members present in person. If there is a tie vote, the person chairing the council meeting may break the tie by casting a second, deciding vote.
- 4.8.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.
- 4.8.4 The council must inform the owners of the minutes of all council meetings within 2 weeks after the meeting, whether or not the minutes have been approved. The council may, in its reasonable discretion, decide to keep any portion of the minutes of a meeting confidential, in which event such portion of the minutes shall be recorded separately for review by council members only and withheld from publication to the owners.

4.9 Requisition of council hearing

- 4.9.1 By application in writing, an owner or tenant subject to a complaint alleging a contravention of a bylaw or a rule may request a hearing at a council meeting. Upon such request, the council must give such owner or tenant a reasonable opportunity to answer the complaint, at a council meeting held within 45 days of receiving the request.

4.10 Delegation of council's powers and duties

- 4.10.1 Subject to the following, 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.
- 4.10.2 The council may delegate its spending powers or duties, by way of
- (a) a specific authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) a general authority to make expenditures up to a specified cumulative maximum amount, and a specified maximum amount for each expenditure, and for specified purposes for which, or conditions under which, the money may be spent.
- 4.10.3 The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.
- 4.10.4 The council may employ for and on behalf of the Strata Corporation agents and employees as it thinks proper for the control, management and administration of the common property, common facilities or other assets of the corporation, and the exercise and performance of the powers and duties of the corporation.

4.11 Spending restrictions

- 4.11.1 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. However, a council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

4.12 Limitation on liability of council member

- 4.12.1 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. This does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.

5 Enforcement of Bylaws and Rules

5.1 Maximum fine

- 5.1.1 Unless expressly provided otherwise in these bylaws, the Strata Corporation may fine an owner or tenant the sum of
- (a) \$50 for each contravention of a rule;
 - (b) \$50 for the owner's or tenant's first contravention of a bylaw;
 - (c) \$100 for the owner's or tenant's second contravention of the same bylaw;

- (d) \$200 for each of the owner's or tenant's third or subsequent contravention of the same bylaw.

5.1.2 If an activity or lack of activity that constitutes a contravention of a rule continues for 7 days or longer a fine of \$50 may be imposed every 7 days against the owner or tenant contravening the rule.

5.1.3 If an activity or lack of activity that constitutes a contravention of a bylaw continues, for 7 days or longer, a fine of \$140 may be imposed every 7 days against the owner or tenant contravening the bylaw.

5.2 Other remedies

5.2.1 The strata council may sue under the *Small Claims Act*, on behalf of the Strata Corporation, against an owner or other person to collect money owing to the Strata Corporation, including money owing as a fine, without seeking the authorization by a 3/4 vote at a general meeting of the owners, provided that notice has been given to that owner or other person to be sued pursuant to section 112(1) of the *Strata Property Act*, or amendments to it, and full payment has not been received by the Strata Corporation as demanded.

6 Annual and Special General Meetings

6.1 Person to chair meeting

6.1.1 Annual and special general meetings must be chaired by the president of the council.

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

6.1.3 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 the eligible voters who are present at the meeting.

6.2 Participation by other than eligible voters

6.2.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

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

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

6.3 Voting

6.3.1 At an annual or special general meeting, voting cards must be issued to eligible voters.

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

6.3.3 If a precise count is requested, the chair must decide whether it will be by show of voting cards, by

roll call, by secret ballot or by some other method.

- 6.3.4 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 6.3.5 If there is a tie vote at an annual or special general meeting, the person chairing the meeting, may break the tie by casting a second, deciding vote.
- 6.3.6 Except in cases where a unanimous resolution is required under the Act, an owner is not entitled to vote at a general meeting if the Strata Corporation is entitled to register a lien against the owner's strata lot under the Act.

6.4 Order of business

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

- (a) certify proxies and corporate representative 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 the Act;
- (j) report on insurance coverage in accordance with the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with 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 the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

6.5 Procedures

- 6.5.1 Eligible voters holding 1/3 of the Strata Corporation's votes, present in person or by proxy constitutes a quorum.
- 6.5.2 All business shall be deemed special that is transacted at an annual general meeting or at an special general meeting, with the exception of the consideration of accounts and election of members to the strata council.
- 6.5.3 Meetings of the Strata Corporation shall be held within a radius of five kilometres of the Building.
- 6.5.4 If within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting stands adjourned for a ½ hour and at which time the eligible voters present in person or by proxy shall constitute a quorum.

7 Voluntary Dispute Resolution

7.1 Mediation

- 7.1.1 A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a mediation 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.
- 7.1.2 A mediation committee consists of
- (a) one person nominated by each of the disputing parties and one person chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) a single mediator consented to, or chosen by a method that is consented to, by all the disputing parties.
- 7.1.3 The mediation committee must attempt to help the disputing parties to voluntarily end the dispute, but has no power to make any binding decisions.
- 7.1.4 Before proceeding with mediation, all parties involved including the mediation committee must agree in writing as to how the cost of mediation, if any, is to be calculated and how it is to be paid.
- 7.1.5 If the mediation results in an agreement among the disputing parties, such agreement must be recorded in writing by the mediation committee and signed by all the disputing parties.

8 Notices

- 8.1 Delivery of any notice to be given under the Act or under these bylaws shall be well and sufficiently given if the owner is a corporation by delivering the same to any director thereof or to the registered office thereof.

