



BYLAWS

Strata Plan NW~90

Montecito 2000 Phase II

Attached are the Bylaws of Strata Plan NW~90. For legal purposes please obtain a true copy as registered at the Land Title Office.

Last amended: February 27, 2008

Registration #: BB0842047

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

STRATA PLAN NW 90 - MONTECITO 2000 PHASE II

BYLAWS

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BYLAWS

INTERPRETATION

In the Bylaws, the Rules & Regulations, job descriptions and all correspondence of the Corporation:

"ACT" means the Strata Property Act, RSBS Chapter 43 and amendments thereto;

"Address of Record" means the address of an owner as recorded in the management office;

"Balcony" means the enclosed area of a strata lot that projects from the strata buildings;

"Bylaw" means the bylaws of the Corporation and amendments thereto duly passed by the owners and registered with the Land Title Office;

"Common Property" means land and buildings of a strata plan that is not comprised in a strata lot as defined by the ACT;

"Condominium" means a self-owned strata lot townhome;

"Contribution" means any assessment levied pursuant to these bylaws;

"Council" means the duly elected Strata Council of the Corporation;

"Due Notice" means a notice given by prepaid post to the address on record of the owner to be served. Such notice shall be deemed received four days after mailing;

"Garage" means that underground area of the common property of the Corporation designated for the parking of motor vehicles;

"Guest" means a person who lives temporarily in a unit at the invitation of an owner or tenant;

"Manager" means Property Manager;

"Moving In/Out Time" means the time fixed by Council for moving furniture in or out of a unit;

"Noise" includes any loud outcry, clamor, shouting or movement, or any sound that is harsh or undesirable;

"Non Resident Owner" means an owner who is not an occupant of his/her unit but leases or rents it to a tenant;

"Occupant" means a person who resides in a unit and includes a child and/or guest;

"Strata Plan" means a plan that delineates the boundaries of the land owned by a Strata Corporation, the building therein and includes a drawing illustrating the numbered strata lots and common areas;

"Tenant" means a person who rents or leases a unit from an owner and occupies such unit under a rental agreement or lease;

"Title" means a numbered certificate evidencing ownership of a strata lot;

"Unit" means a numbered strata lot townhome.

- (2) An owner shall not use their garburator, washer, dryer, or dishwasher between the hours of 11:00 pm and 7:00 am.
- (3) All residents will respect other residents comfort by maintaining a low noise level when using television, radio, stereo and video equipment, as well as noise resulting from other electrical appliances musical instruments.
- (4) Secondary suites within Strata Lots are prohibited. Should any Owner of a Strata Lot be found to have constructed a secondary suite within his or her or any other Strata Lot located in the Strata Plan, the Strata Council shall be entitled to take any one or more of the following actions:
 - (a) take all necessary steps to remove the secondary suite;
 - (b) notwithstanding section 25 (1) of these Bylaws, levy a fine not to exceed \$50.00 per day for each day the Owner is in contravention, such fine to be added to and form part of the month's assessment or levy to be collected by the Strata Council from the Owner of the Strata Lot, and the Strata Council is hereby authorized to take all necessary steps to collect such amounts from any Owner;
 - (c) evict the tenant in accordance with section 138 of the Strata Property Act;
 - (d) seek a declaration from any Court of competent jurisdiction with regard to the enforcement with limitation and/or an injunction to prevent the continuation of the secondary suite within a Strata Lot; and upon receiving such declaration or injunction, costs shall be the responsibility of the Strata Lot Owner contravening the provisions of the Bylaw and shall be recoverable on a solicitor and own client basis by the Strata Corporation; and
 - (e) should any portion of Bylaw 2 (2) be deemed unenforceable by any competent jurisdiction, then for purposes of interpretation and enforcement of the Bylaw, each sub-paragraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (5) The Strata Lot shall not be used for commercial or professional purposes which may be illegal or contrary to any governmental or municipal rules or ordinances or is injurious to the reputation of the condominium development or its Owners. Home occupation use may be permitted subject to the provisions of the applicable municipal Bylaw.
- (6) The Strata Lot shall be used exclusively as a private dwelling home for one family, which may include a live-in housekeeper or nurse.

- i) no more than 2 dogs
 - ii) no more than 2 cats
 - (c) Reptiles are not permitted.
 - (d) The Owners of pets shall be fully responsible for the behaviour of the pets within the Strata Lots and common property and if any pet is deemed, after Notice and the provision of any Hearing as set out in the Strata Property Act, to be a nuisance by the Strata Council, it shall be removed from the development within thirty (30) days from the receipt of Notice from the Strata Council indicating that the pet is to be removed. If the Owner fails to comply within seven (7) days of receiving Notice, the Owner will be fined \$50.00 per month, or portion thereof, during which the offending pet continues to occupy the premises.
 - (e) No Strata Lot Owner or visitor will permit a dog to travel or walk on the common areas of the Strata Plan unless controlled on a leash of six feet or less and must clean up after pets.
 - (f) The Owner of a Strata Lot will be responsible for clean-up, damage or repair caused by their pets or any pets that their guests may bring into the development. Failure to remove all excrement from the common property will result in a \$25.00 fine for each occurrence, in addition to any removal/repair costs.
 - (g) No Strata Lot Owner shall feed pigeons, gulls, rodents or other animals from their Strata Lot or anywhere in close proximity to the Strata Plan. Bird feeders must be "squirrel proof" and only hulled seeds may be used.
- (16) The Strata Council shall administer all recreational facilities, and any rules formulated by the Strata Corporation from time to time shall be binding upon all Owners, tenants, occupants, residents and visitors.
- (17) Bicycles, rollerblades, skateboards or other non-motorized wheeled apparatus must be used with caution when on common property other than roadways.
- (18) (a) **Parking** – A resident shall use the parking space(s) which have been assigned to his/her strata lot except for private arrangements with other owners.
- (b) The Parking spaces assigned to a strata lot shall NOT be rented or leased to non-residents.

7323	191/192	7357	118/119	7390	98
7325	190	7358	153/154	7391	143
7326	169	7359	130/131	7393	145
7327	188	7361	117/134	7394	97
7329	185/186	7362	105	7395	106
7330	161/164	7363	136/137	7398	96

(Adopted by ¾ vote resolution by the owners on March 18, 2003)

- (19) A multi-family garage sale may be held annually with permission.

Inform Strata Corporation

- 4
- (1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, Strata Lot number and mailing address outside the Strata Plan, if any.
 - (2) On request by the Strata Corporation, a owner/tenant must inform the Strata Corporation of his or her name.
 - (3) An administrative charge of \$50.00 shall be assessed against a strata lot for each and every change of occupants (i.e. move into a strata lot) effective February 1, 2007. *(Adopted by ¾ vote resolution by the Owners on January 23, 2007)*

Obtain approval before altering a Strata Lot

- 5
- (1) An Owner must obtain the prior written approval of the Strata Corporation before making an alteration to a Strata Lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building;
 - (e) fences, railings or similar structures that enclose a patio, balcony or common or limited common property;
 - (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.

light fixtures must complete an Indemnity Agreement and return it to the Strata Corporation.

4. Low voltage lighting systems along pathways, steps, etc. are not permitted.

(j) **Shed Specifications**

Shed packages will receive approval from Council upon written request.

All are to be completed at a height not to exceed the height of the existing back dividers.

Painting must be completed within a reasonable time frame.

Sheds are not to be used as a substitute for extending divider fences (by using the shed as part of the fence).

(k) **Storage Sheds**

1. Owners may install storage sheds in the yard/patio area to the rear of their strata lots subject to the following conditions:

- a) The accepted sizes shall be 3' X 8', 6' X 6', or 6' X 8' at the base, and shall not exceed 9' (7' for lean-to). Height shall be measured from the base to the peak of the shed. Sheds shall be finished in bevelled cedar siding with a duroid shingle roof. Except for the 3' x 8' sized sheds, the shed's roof slope shall match that of the main townhouse buildings.

- b) The shed may be located in the backyard area, along a side fence, only with the written approval of the adjoining strata lot owner.
Clearances required:

- i) If gas meter present - 3 foot wide passage between the front of the meter and side of shed.

- ii) A 1 foot clearance between shed and adjoining fence.

- c) The shed may not block any entrance/exit to or from a strata lot's yard area.

- d) Sheds are to be raised off the ground on a concrete pad or blocks.

- h) The Owner may be required at any time to remove or relocate the shed to allow for repairs or maintenance to the parking area. Removal or relocation of sheds will be at the shed owner's sole cost.
- i) Electrical power lines may not be run to sheds.
- j) The prior written permission of the Strata Council must be received.
- k) An Indemnity Agreement must be completed and returned to the Strata Corporation.
- l) The Owner is responsible for the maintenance, repair and upkeep of the storage shed. The Strata Corporation is not responsible for any damage, theft, or maintenance costs. Failure to maintain the shed in a proper condition will result in the Strata Council requesting its removal from the property. The Owner must comply with such a request within 30 days of being so notified.

(2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration(s), provide satisfactory evidence that the alteration(s) comply with all building codes, that all necessary permits have been obtained, and in the case of structural alterations, provide a written opinion from a qualified architect, engineer or similar professional indicating the structural integrity of the building has been maintained, and execute an Indemnity Agreement. All costs associated with obtaining the aforesaid information shall be the responsibility of the Owner requesting the alteration(s).

For greater certainty, a structural alteration is defined to be any alteration which results in a difference between the physical layout of the Strata Lot and the "as built drawings" which were provided to the Strata Corporation by the developer, and shall include any removal, addition or alterations of any wall, doorway, floor or ceiling or which will change the normal use of the room.

Under no condition will an alteration be permitted which alters the exterior appearance of the building without approval of the Owners by $\frac{3}{4}$ vote resolution.

property, or common assets, including, but not limited to, the painting of the exterior, attachment of sunscreens or greenhouses.

- (2) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses related to the alteration.

- (3) The Schedule of Indemnity Agreements attached hereto as Schedule "A", denoting those strata lots whose common area alterations are subject to a registered Indemnity Agreement, is and forms part of these Bylaws.

(4) **Basement windows**

- a) All basement window installations require the prior written approval of the Strata Council. All applications must be in writing to include drawings.

- b) Planned and completed windows must have the following features:

- i) The certification of a professional engineer recognized in the Province of British Columbia.

- ii) Approval by the City of Burnaby Planning Department.

- iii) Be at the back of a unit. The unit must have an enclosed back yard.

- iv) Be no larger than 18 inches high by 48 inches long.

- v) The window box foundation is to be finished to grade and extend no further than 22 inches from the building.

- vi) A drain, to prevent the build-up of water, is to be installed in the window box which connects to the perimeter drain, and the owner is to be responsible for the maintenance of the drain.

3. The installation is to be done by a licensed contractor.

4. All expenses associated with the window box installation and the obtaining of permits are to be borne by the owner of the strata lot. The owner will also be responsible for any costs of repair to the strata lot should such be necessary as a result of the installation.

5. Example sketches including details.

Division 2 - Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

8 (1) The Strata Corporation shall:

- (a) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators (if any), recreational facilities (if any), and any apparatus and equipment used in connection with the common property, common facilities or other assets of the Corporation;
- (b) maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas, public halls and lobbies;
- (c) maintain and repair, including renewal where reasonably necessary the pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one Strata Lot or common property;
- (d) maintain and repair the exterior of the buildings, including the decorating of the whole of the exterior of the buildings, but excluding windows, doors, balconies and patios included in the Strata Lot,.

(2) The Strata Corporation shall repair and maintain:

- (a) 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,
 - 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) fences, railings and similar structures that enclose patios, balconies and yards;
- (b) a Strata Lot in the Strata Plan, but the duty to repair and maintain it is restricted to

Powers of the Strata Corporation

(1) The Strata Corporation shall:

- (a) collect and receive all contributions toward the common expenses paid by the Owners and deposit the same with a savings institution;
- (b) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of the Corporation;
- (c) be at liberty to assess and collect interest as specified by the Strata Property Act;
- (d) enforce the Bylaws, Rules and Regulations of the Strata Corporation;
- (e) give authority to a readily accessible resident representative and the authorized management company to grant entry to the common property to the municipal departments of Building, Health, Assessment and Fire for emergency or inspection purposes;
- (f) comply with notices or orders by any competent public or local authority requiring repairs or work to be done in respect to the land included in the Strata Plan or buildings, common facilities, or assets of the Strata Corporation.

(2) The Strata Corporation may:

- (a) borrow money required by it in the performance of its duties or the exercise of its powers;
- (b) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
- (c) invest as it may determine in separate accounts money in the fund for administrative expenses, or in the Contingency Reserve Fund;
- (d) purchase, hire or otherwise acquire personal property for use by Owners in connection with their enjoyment of common property, common facilities or other assets of the Corporation;
- (e) make an agreement with an Owner or occupier of a Strata Lot for the provision of amenities or services by it to the Strata Lot or to the Owner or occupier;

Removing Council member

- 11 (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.
- (2) After removing a Council member, the Strata Corporation may hold an election at the same annual or Special General Meeting to replace the Council member for the remainder of the term.

Vacancies

- 12 (1) The office of a member of the Strata Council shall be vacated if the member:
- (a) by notice in writing to the Strata Council resigns his or her office, or
 - (b) ceases to be an Owner, or
 - (c) is eligible to be liened, or
 - (d) becomes of unsound mind, or
 - (e) is in contravention of any Bylaw for a period exceeding 30 days.

Replacing Council member

- 13 (1) If a Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
- (2) A replacement Council member may be appointed from any person eligible to sit on the Council.
- (3) The Council may appoint a Council member under this section even if the absence of the member being replaced leaves the Council without a quorum.
- (4) If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a Special General Meeting to elect a new Council by complying with the provisions of the Act, the regulations and the Bylaws respecting the calling and holding of meetings.

Requisition of Council hearing

- 16 (1) By application in writing, stating the reason for the request, an Owner or tenant may request a hearing at a Council meeting.
- (2) If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the hearing.

Quorum of Council

- 17 (1) A quorum of the Council is 2 where the Council consists of 4 or less members, 3 where the Council consists of 5 or 6 members, and 4 where it consists of 7 members.
- (2) Council members must be present in person at the Council meeting to be counted in establishing a quorum.
- (3) Any Strata Council member having a duality of interest or possible conflict of interest on any matter shall not vote or use his or her personal influence on the matter and he or she shall not be counted in determining the quorum for the meeting. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting and the quorum situation.

Council meetings

- 18 (1) At the option of the Council, Council meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
- (2) If a Council meeting is held by electronic means, Council members are deemed to be present in person.
- (3) Owners may attend Council meetings as observers, providing they notify the President at least 24 hours in advance of the meeting.
- (4) Despite subsection (3), no observers may attend those portions of Council meetings that deal with any of the following:
- (a) Bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction Bylaw exemption hearing under section 144 of the Act;

- (b) whether a person should be denied access to a recreational facility, or
- (c) whether a person should be exempted from the rental limitation as set out in bylaw 35 (1).

Spending restrictions

- 22**
- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these Bylaws.
 - (2) Despite subsection (1), the Council or its designate 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.
 - (3) The maximum amount of unapproved expenditures is established at \$2,000.00 or 10% of the annual operating budget, whichever is the greater.

Limitation on liability of Council member

- 23**
- (1) A Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
 - (2) Subsection (1) does not affect a Council member's liability, as an Owner, for a judgment against the Strata Corporation.
 - (3) The standard of care and conduct for Strata Council members shall be as follows:
 - (a) All Strata Council members shall exercise their powers and duties in good faith and in the interest of and with the utmost loyalty to the Strata Corporation and the Owners. All Council members shall comply with all provisions of the Strata Corporation's Bylaws, Rules and Regulations and the provisions of the Strata Property Act.
 - (b) Any duality of interest or possible conflict of interest on the part of any Strata Council member shall be disclosed to the other Council members at the first meeting of the Strata Council at which the interested Strata Council member is present after the conflict of interest is or should be discovered. Such disclosure shall be made a matter of record in the minutes of the Strata Council meeting at which the disclosure of the conflict of interest is made.

including costs as between solicitor and own client expenses on an indemnity basis.

Maximum fine

- 25 (1) The Strata Corporation may fine an Owner or tenant a maximum of
- (a) \$50.00 for each contravention of a Bylaw, and
 - (b) \$10.00 for each contravention of a rule.
- (2) Pursuant to the provisions of section 171 (4) of the Strata Property Act, the authorization referred to in subsection (2) of that section is not required for a proceeding under the Small Claims Act against an Owner or other person to collect money owing to the Strata Corporation, including, but not limited to, money owing as a fine, administration fees, bank charges, penalties or the costs of remedying a contravention of the bylaws and/or rules.

Continuing contravention

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

Division 5 - Annual and Special General Meetings

Person to chair meeting

- 27 (1) Annual and Special General Meetings must be chaired by the President of the Council.
- (2) If the President of the Council is unwilling or unable to act, the meeting must be chaired by the Vice-President of the Council.
- (3) If neither the President nor the Vice-President of the Council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 28 (1) Tenants and occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote.

- (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last Annual or Special General Meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of Council activities and decisions since the previous Annual General Meeting, including reports of committees, if the meeting is an Annual General Meeting;
 - (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;
 - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (m) elect a Council, if the meeting is an Annual General Meeting;
 - (n) terminate the meeting.
- (2) If at the appointed time for a General Meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty (30) minutes, whereupon the adjourned meeting shall be reconvened at the same time and place and the persons present, entitled to vote, shall constitute a quorum.
- (3) All notices of Annual or Special General Meetings will be sent via mail to the last known address of the Strata Lot Owner.

Division 6 - Dispute Resolution

- 31** A dispute among Owners, tenants, the Strata Corporation or any combination of them shall be resolved in accordance with the powers, authorities and limitations set out in sections 129 - 138 and 170 - 173 of the Strata Property Act.

in twelve (12) equal monthly installments, in advance, commencing on the 1st day of the fiscal year.

(5) Monthly strata fee payments are due and payable on the 1st day of each month in advance. Strata fees not received within fifteen (15) days of the due date shall be subject to a \$50.00 administration fee in addition to late payment interest as set by the regulations (Strata Property Act). Payment plus interest and administration fee not received by the 15th day of the following month and each month thereafter will be subject to interest charges as set out in the Strata Property Act regulations. While lien eligibility for unpaid strata fees shall be on the 2nd day of the month the strata fees are due, a lien will be placed on the Strata Lot at the Owner's expense for the total monies due, including interest and administration fees, if all fees due are not paid after a 45 day period.

(6) Within seven (7) days following written application therefore by the Owner, the Strata Corporation shall furnish to the Owner a statement setting forth as of its due date the amount of any unpaid strata then due from such Owner.

(7) If at any time it appears that the annual assessment of contribution towards the common expenses will be insufficient to meet the common expenses that occur less frequently than once per year, or in case of emergency, the Strata Corporation may assess and collect a special levy against each Strata Lot in an amount sufficient to cover the additional anticipated expenses. The Strata Corporation shall give notice of such further levy to all Owners which shall include a written explanation setting out the reasons for the levy and each levy shall be due and payable by each Owner in the Strata Corporation, and shall be subject to the provisions of bylaw 33 (5).

Division 8 - Leasing or Renting of Strata Lots

- 34 (1) (a) No more than five (5) Strata Lots within the Strata Plan will be leased or rented at any given time.
- (b) No Owner shall rent or lease their unit on anything less than a yearly basis, or such longer term as the Council may establish.
- (c) These limitations shall be administered and enforced by the Strata Council.
- (d) The Strata Council reserves the right to exceed the limitations set out in this Bylaw should it be deemed necessary, based on a hardship case or extenuating circumstances.

- thirty (30) days after notice of the non-compliance has been mailed to the Owner and/or the tenant by the Strata Corporation; or
- (c) in the event that the lease in respect of which it was issued is terminated, assigned, or sub-let, or expires without renewal.
- (4) Sub-leasing of the Strata Lot or portions thereof shall not be permitted.
- (5) Any Owner who leases a Strata Lot without first obtaining a Lease Permit pursuant to this Bylaw or continues to lease a Strata Lot after the cancellation, without replacement, of a Lease Permit issued with respect to that Strata Lot shall, notwithstanding section 26 (1) of these Bylaws, be liable to pay to the Strata Corporation a fine in the amount of \$500.00 for each contravention of this Bylaw.
- (6) A security deposit paid to the Strata Corporation pursuant to section (2) (a) v) of this Bylaw shall be held by the Strata Corporation on the following terms and conditions:
- (a) The Strata Corporation may apply the full amount of the deposit or any portion thereof on account of any monies payable to the Strata Corporation under these Bylaws or with respect to any damage, loss, or expense suffered by the Strata Corporation as a result of damage or injury to the common property, assets, or common facilities of the Strata Corporation caused by any person occupying the Strata Lot in respect of which the deposit is made;
- (b) The balance of the deposit plus interest, if any, shall be repaid by the Strata Corporation to the Owner in any of the following events:
- i) if the Strata Lot in respect of which the deposit is made becomes vacant or unoccupied; or
- ii) if the Owner retakes possession of the Strata Lot as his or her principal residence; or
- iii) if a new Lease Permit is issued with respect to the Strata Lot.
- (7) The Strata Corporation shall have the right to terminate the tenancy of any tenant who repeatedly or continuously contravenes a reasonable and significant Bylaw or rule of the Strata Corporation and who seriously interferes with another person's use and enjoyment of a Strata Lot, common property or common asset (section 138).
- (8) Tenants who do not vacate and give up the premises when required to do so by the Strata Corporation shall be subject to Court action. All legal proceedings required for the forceful eviction of the tenants will be

Division 9 - Insurance

- 35 (1) The Strata Corporation shall:
- (a) obtain and maintain insurance on buildings, the common facilities, and any insurable improvements owned by the Strata Corporation to the full replacement values as required by sections 149 and 150 of the Strata Property Act;
 - (b) on the written request of an Owner or mortgagee of a Strata Lot, produce to him/her or a person authorized in writing by him/her the insurance policies effected by the Strata Corporation and the receipts for the last premiums;
 - (c) review annually the adequacy of the insurance;
 - (d) pay premiums on policies of insurance effected by it under Sections 149 and 150 of the Strata Property Act;
 - (e) obtain and maintain insurance in respect of other perils, including liability, as provided in Sections 149 and 150 of the Strata Property Act.
- (2) In connection with insurance claims, the Strata Corporation shall have the following authority and powers:
- (a) to establish and maintain a plan for setting the deductible portion of insurance claims;
 - (b) to cause the Owner or Owners of the property being the subject matter of the deductible portion of the insurance or otherwise receiving a benefit from the insurance claim to bear all or a portion of such deductible, such portion to be decided by the Strata Corporation in its sole discretion;
 - (c) to enforce and collect all costs as determined in (a) and (b) above, including all or a portion of deductibles to be paid by the Owner of the property, borrowing costs including interest, and administrative costs in the same manner and, subject to the special powers of the Strata Corporation under this Bylaw, to the same extent that common expenses levied under the Act and the Bylaws of the Strata Corporation may be collected from Owners.
- (3) Where the individual Owner's condominium insurance standard policy and the Strata Corporation's insurance policy overlap in coverage the following policy is adopted:

Strata Plan NW 90 - Montecito 2000 Phase II

SCHEDULE "A"

Schedule of Indemnity Agreements

Lot #	Address	Modification	Registration date	Registration # (bylaw)
62	7359 Capistrano Dr	Installation of skylight	May 8, 2002	BT 155462
51	7367 Capistrano Dr	Installation of metal suite entry door with window insert	Jan 29, 2004	BW 035095
62	7359 Capistrano Dr	Installation of windows on two non-load bearing walls	Jan 29, 2004	BW035096
75	7393 Capistrano Dr	Installation of storage shed	Jan 20, 2004	BW035097
20	7322 Capistrano Dr	Installation of window	Feb 25, 2005	BX 213219
2	7394 Capistrano Dr	Strata lot renovations	Feb 25, 2005	BA 468428
21	7318 Capistrano Dr	Restoration of wall, finishing of basement, installation of basement window	Feb 25, 2005	BA 468427
68	7375 Capistrano Dr	Installation of twinned sealed windows	Feb 25, 2005	BA 468426
74	7395 Capistrano Dr	Installation of laminate flooring	Feb 25, 2005	BA 468425
74	7395 Capistrano Dr	Replacement of windows	Feb 16, 2007	BB 362984
26	7304 Capistrano Dr	Floor modifications	Mar 13, 2008	BB0842048
39	7313 Capistrano Dr	Replacement of entry door, upper and lower sliding glass doors and living room window	Mar 13, 2008	BB0842049
40	7311 Capistrano Dr	Installation of fresh air vent	Mar 13, 2008	BB0842050
42	7307 Capistrano Dr	Installation of laminate flooring and fresh air vent	Mar 13, 2008	BB0842051
62	7359 Capistrano Dr	Installation of shed	Mar 13, 2008	BB0842052
71	7381 Capistrano Dr	Upgrading of windows	Mar 13, 2008	BB0842053
39	7313 Capistrano Dr	Replacement of windows	Mar 20, 2009	BB0926833
40	7311 Capistrano Dr	Installation of laminate flooring in upstairs bedroom and replacement/upgrade of windows	Mar 20, 2009	BB0926834
41	7309 Capistrano Dr	Installation of laminate flooring	Mar 20, 2009	BB0926835
46	7341 Capistrano Dr	Installation of storage shed in parking stall	Mar 20, 2009	BB0926836
52	7377 Capistrano Dr	Install air inlet vent for new furnace system and water heater	Mar 20, 2009	BB0926837