

**MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS, STRATA PLAN
LMS 2419, THE DELANO, HELD ON MONDAY, NOVEMBER 29, 2010, AT 7:00 PM
WITHIN THE EXERCISE ROOM AT 3023 WEST 4TH AVENUE, VANCOUVER, BC**

PRESENT: 21 Strata Lots represented in Person
 4 Strata Lots represented by Proxy
 25 Strata Lots represented in person or by proxy

MANAGING AGENT: Patricia De Ciman, ColyVan Pacific Real Estate Management Services Ltd.

CALLING THE ROLL AND CERTIFICATION OF PROXIES

The attendance register was confirmed at the time of commencement of the meeting. There were 21 eligible voters in attendance and 4 represented by proxy for a total of 25. With quorum requirements having been confirmed, the meeting was declared competent to proceed with the business at hand.

VOTING CARDS & PROOF OF NOTICE

Through acclamation, it was confirmed at the start of the meeting that each unit had received one voting card for themselves and for any proxy they might hold. It was further confirmed by the owners present that proper proof of notice for the meeting had been received.

CALL TO ORDER

The meeting was called to order by Council President – Steve Grimmatt, at 7:12 pm

APPROVAL OF PREVIOUS GENERAL MEETING MINUTES

Approval of the last Special General Meeting minutes of August 19, 2010 was motioned for approval. Thereafter, it was **MOVED/SECONDED** to approve the Minutes of the Special General Meeting held on August 19, 2010 as circulated.

MOTION CARRIED
(By Majority Vote)

STRATA COUNCIL REPORT

(As enclosed within the Annual General Meeting Notice of Meeting Package of 2010)

**Strata Plan LMS-2419 Delano
2010 Annual General Meeting
Strata Council Report**

As a council, we have worked over this past year on various projects, and we are pleased to present to you an overview of our efforts. Overall, the Delano is a building in good repair.

Security

During this year, council formed a security committee to help guide council in expenditures in this area. All concerned owners and residents were invited to participate in this committee. Members of the security committee have liaised with Vancouver Police, and recommended to strata various security upgrades. Strata approved and initiated numerous

upgrades including: physical hardening to various exit doors in the underground parkade and the gym, mailbox lock mechanism upgrades, and new security garage doors. The owners approved the installation of a new fob based entry system for the buildings paid for out of the contingency fund at the SGM on August 19, 2010.

Landscaping / Exterior Appearance

Strata council recently formed a landscaping committee, and all owners and residents are invited to participate. This committee has been tasked to work with the gardener to develop strategies to deal with some reported landscaping issues such as tree overgrowth, moss growth, and water pooling in some areas of the property.

This year, Fonda power washed all exterior building walkways, removed graffiti, cleaned the flashings, and re-painted various parts of our fencing. Strata has also initiated repairs to the rear property fence.

Building Maintenance

Strata has been managing annual inspections and routine maintenance for the building envelope, roof, mechanical, electrical, intercom, fire, elevator, venting, and plumbing systems. There have been numerous routine repairs to our existing systems.

Of note, this past year, we replaced the hot water boiler in the centre building, and have commenced the installation of a water management system to prevent corrosion within our plumbing systems. An added side benefit is healthier better tasting water, by increasing the alkalinity, and removing the copper from our drinking water.

Strata has also had all of the carpets cleaned, the exterior windows washed, and had minor paint touch-ups done throughout the buildings. Fonda will be commencing hallway repainting over the winter to increase the visual appeal of our hallways.

Financial

As of October, 2010, strata has remained on budget for this year, and is pleased that with the various savings in gas usage (new boiler, and resident diligence in turning off pilot lights), and insurance savings, we have not recommended any strata fee increases, and have been able to absorb the impact of the HST, and additionally budget for known maintenance projects for the upcoming year.

Our contingency fund remains very healthy for the size of our building (over \$235,000 after owner approved expenses).

INSURANCE REPORT

As per the provisions of the Strata Property Act, the Strata Corporation's insurance policy was included as part of the notice of AGM package and reviewed. The Strata's insurance policy was confirmed to be paid in full and in good standing relating to the 2010 year. As the policy expires on December 1, 2010, the Agent advised that coverage has been renewed and a current insurance declaration document will be included within the AGM meeting minutes of 2010 (See attached).

Owners were reminded that if they make any alterations, betterments and/or improvements

to the original as built carpets, fixtures, cabinets, or upgrades to the interior of their unit etc., they should notify their individual insurance provider to include these betterments into their policies. The Strata Corporation's insurance policy only covers the "original as built design" and will not cover any upgrades or improvement owners may decide to make to individual strata lots. Owners should also advise their individual insurers that there are provisions in the Strata Property Act whereby the Strata Corporation has the ability to charge back to an owner costs related to actions of the owner or anyone that owner occasions on site.

Owners were advised of legislation amending the Strata Property Act Section 158 - Insurance Deductible. This section along with case law provides the strata corporation in its capacity to sue an owner in order to recover the deductible portion of an insurance claim if the owner is responsible for the loss or damage that gave rise to the claim. Owners are advised to contact the homeowner's insurance provider should they wish to be covered for deductible amounts under the Strata Property Act, which is highly recommended.

All owners were strongly advised to consult an expert in the interpretation of the Strata Corporation's Insurance policy or individual homeowner's policies, as full details of the limitations are best outlined by an insurance professional on reviewing both the Strata's policy and the owner's policy. This due diligence process by the owners with their insurance professionals should reduce or eliminate the possibility of having an uninsured liability or loss. Should any owner have a question in regards to the Strata Corporation's insurance policy, they should contact CMW Insurance.

ADOPTION OF THE FINANCIAL STATEMENT & APPROVAL OF 2010/11 OPERATING BUDGET

The financial highlights of the year ending October 31, 2010 were reviewed and questions taken from the floor. Thereafter, it was **MOVED/SECONDED** to adopt the unaudited 2009/2010 financial statement as presented.

MOTION CARRIED
(Unanimously)

The 2010/2011 Operating Budget was motioned to the floor for discussion. Following discussion, it was **MOVED/SECONDED** to adopt the proposed 2010/11 operating budget as presented.

MOTION CARRIED
(Unanimously)

Maintenance Fee Payment Information

ZERO FEE INCREASE

Please note: Owners on the Pre-Authorized Payment (PAP) system will continue to have their monthly maintenance fees deducted from their accounts. Owners sending in post-dated cheques must indicate that these cheques are made payable to **The Owners, Strata Plan LMS 2419, NOT Colyvan Pacific** and reference the unit number or strata lot number. Please forward your cheques to ColyVan Pacific, c/o Accounts Receivable Department.

Please refer to the attached maintenance fee schedule to determine your payment amount.

3/4 VOTE RESOLUTION #1

Wholly Repeal and Replace the Strata Corporation Bylaws

The below 3/4 vote resolution was motioned to the floor for discussion:

Rational:

The strata lawyer reviewed our bylaws, and recommended changes to ensure that our bylaws were enforceable under the Strata Property Act and current case law. As such, we present the revised bylaws for approval at the AGM. Although the format is different, the changes are as follows:

1. Change the exercise room hours to 7am to 10pm in order to reduce the number of noise complaints from residents who live nearby the exercise room.
2. Revise the fines and fee summary schedule to reflect the new job system.
3. Clearly note how insurance deductibles charge-backs occur as accorded by the Strata Property Act.
4. Allow Rubbermaid style bins in parking stalls, as is our current practice.
5. Require children under 12 years old to be supervised on common property (ie, exercise facility).

Strata is recommending that the presented bylaws be approved at the AGM.

WHEREAS The Strata Corporation proposes to update its bylaws.

BE IT RESOLVED that:

- 1) The existing bylaws of the Strata Corporation be cancelled and replaced with the bylaws attached hereto as Schedule "A" (the "New Bylaws").
- 2) The Standard Bylaws of the *Strata Property Act* not apply to the Strata Corporation.
- 3) The Strata Council of the Strata Corporation (the "Strata Council") take all such further actions as are required to register the New Bylaws at the Land Title Office, including but not limited to filing a Form I, Amendment to Bylaws.
- 4) Any two members of the Strata Council execute such documents as are required to register the New Bylaws in the Land Title Office on behalf of the Strata Corporation.

After review of the proposed resolution, it was **MOVED/SECONDED** to amend the below section 4.2 & section 12.8 from:

4.2 No Owner, Tenant, or Occupant shall use the Exercise Facility between 10:00 p.m. and 7:00 a.m.

12.8 Notwithstanding Bylaw 12.7, an Owner, Tenant, or Occupant may keep in a parking stall 1 reasonably sized plastic storage bin with a secure lid.

To be amended as stated below:

4.2 No Owner, Tenant, or Occupant shall use the Exercise Facility between 11:00 p.m. and 7:00 a.m.

12.8 Notwithstanding Bylaw 12.7, an Owner, Tenant, or Occupant may keep in a parking stall 1 non-flammable storage locker as approved by the Strata Council.

Thereafter, it was **MOVED/SECONDED** to approve the amended section 4.2 & section 12.8 as stated above.

MOTION CARRIED
(23 in Favour, 0 Against, 2 Abstentions)

Thereafter, it was **MOVED/SECONDED** to approve $\frac{3}{4}$ vote resolution #1 – Wholly Repeal and Replace the Strata Corporation LMS 2419 Bylaws as amended.

MOTION CARRIED
(23 in Favour, 0 Against, 2 Abstentions)

ELECTION OF THE STRATA COUNCIL

The out-going Council was thanked for their efforts and services over the past year, and were met by a generous round of applause from the ownership.

As per the provisions of the Strata Property Act, the acting Council resigned, with the following owners either nominated or volunteering to serve on Council for 2010/2011, and elected by acclamation:

- | | | |
|-------------------|------|------|
| ▪ Dave Moore | Unit | 101W |
| ▪ Jill Love | Unit | 106C |
| ▪ Jeremy Bobroff | Unit | 406C |
| ▪ Justin Gebara | Unit | 411E |
| ▪ Bill McCaig | Unit | 409C |
| ▪ Cam Bergman | Unit | 409W |
| ▪ John Ballantyne | Unit | 101C |

The Property Manager, on behalf of the owners, thanked the out-going Council for their efforts over and welcomed the incoming members. The next council meeting will be set by the new council.

NEW BUSINESS

Water Treatment

Council discussed with the owners that a water treatment system is currently being installed at the water intake supply line. The System is said to improve the integrity of the pipes and will be used as a preventative measure against pin hole leak. It is said that the system may also prolong the life of the building's plumbing system.

New Fob Access System

Council advised that that installation of the fob access system is underway. Notice and instruction will be posted when the installation is complete and the fobs are ready for pick up.

ADJOURNMENT

There being no further business the meeting adjourned at 8:45 p.m. The first regular meeting of the Strata Council will be scheduled by the new Strata Council.

ATTENTION

Please keep these minutes on file as a permanent legal record of your Strata Corporation's business. Replacement of either minutes or bylaws will be at the owner's expense and not the Strata Corporation's.

The Delano LMS 2419
 2010-2011 Maintenance Fee Schedule - Approved
 November 1, 2010 - October 31, 2011

Unit No.	SL#	Unit Entitlement	Monthly Contingency Reserve Fund	Monthly Operating Fund	2010-2011 Maintenance Fee	2009-2010 Maintenance Fee	Monthly Increase 0%	January 2011 PAP
101C	46	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
102C	47	835	8.00	257.73	265.73	265.73	\$0.00	\$265.73
103C	48	829	7.94	255.88	263.82	263.82	\$0.00	\$263.82
104C	49	859	8.23	265.14	273.36	273.36	\$0.00	\$273.36
105C	50	851	8.15	262.67	270.82	270.82	\$0.00	\$270.82
106C	51	829	7.94	255.88	263.82	263.82	\$0.00	\$263.82
201C	52	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
202C	53	814	7.79	251.25	259.04	259.04	\$0.00	\$259.04
203C	54	829	7.94	255.88	263.82	263.82	\$0.00	\$263.82
204C	55	859	8.23	265.14	273.36	273.36	\$0.00	\$273.36
205C	56	859	8.23	265.14	273.36	273.36	\$0.00	\$273.36
206C	57	829	7.94	255.88	263.82	263.82	\$0.00	\$263.82
207C	58	814	7.79	251.25	259.04	259.04	\$0.00	\$259.04
208C	59	834	7.99	257.42	265.41	265.41	\$0.00	\$265.41
301C	60	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
302C	61	814	7.79	251.25	259.04	259.04	\$0.00	\$259.04
303C	62	829	7.94	255.88	263.82	263.82	\$0.00	\$263.82
304C	63	652	6.24	201.25	207.49	207.49	\$0.00	\$207.49
305C	64	813	7.79	250.94	258.72	258.72	\$0.00	\$258.72
306C	65	652	6.24	201.25	207.49	207.49	\$0.00	\$207.49
307C	66	829	7.94	255.88	263.82	263.82	\$0.00	\$263.82
308C	67	814	7.79	251.25	259.04	259.04	\$0.00	\$259.04
309C	68	834	7.99	257.42	265.41	265.41	\$0.00	\$265.41
401C	69	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
402C	70	814	7.79	251.25	259.04	259.04	\$0.00	\$259.04
403C	71	829	7.94	255.88	263.82	263.82	\$0.00	\$263.82
404C	72	652	6.24	201.25	207.49	207.49	\$0.00	\$207.49
405C	73	813	7.79	250.94	258.72	258.72	\$0.00	\$258.72

The Delano LMS 2419
 2010-2011 Maintenance Fee Schedule - Approved
 November 1, 2010 - October 31, 2011

Unit No.	SL#	Unit Entitlement	Monthly Contingency Reserve Fund	Monthly Operating Fund	2010-2011 Maintenance Fee	2009-2010 Maintenance Fee	Monthly Increase 0%	January 2011 PAP
406C	74	652	6.24	201.25	207.49	207.49	\$0.00	\$207.49
407C	75	829	7.94	255.88	263.82	263.82	\$0.00	\$263.82
408C	76	814	7.79	251.25	259.04	259.04	\$0.00	\$259.04
409C	77	834	7.99	257.42	265.41	265.41	\$0.00	\$265.41
101E	1	840	8.04	259.27	267.32	267.32	\$0.00	\$267.32
102E	2	835	8.00	257.73	265.73	265.73	\$0.00	\$265.73
103E	3	628	6.01	193.84	199.85	199.85	\$0.00	\$199.85
104E	4	859	8.23	265.14	273.36	273.36	\$0.00	\$273.36
105E	5	859	8.23	265.14	273.36	273.36	\$0.00	\$273.36
106E	6	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
107E	7	603	5.77	186.12	191.90	191.90	\$0.00	\$191.90
108E	8	603	5.77	186.12	191.90	191.90	\$0.00	\$191.90
109E	9	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
110E	10	630	6.03	194.45	200.49	200.49	\$0.00	\$200.49
111E	11	630	6.03	194.45	200.49	200.49	\$0.00	\$200.49
201E	12	840	8.04	259.27	267.32	267.32	\$0.00	\$267.32
202E	13	835	8.00	257.73	265.73	265.73	\$0.00	\$265.73
203E	14	628	6.01	193.84	199.85	199.85	\$0.00	\$199.85
204E	15	859	8.23	265.14	273.36	273.36	\$0.00	\$273.36
205E	16	859	8.23	265.14	273.36	273.36	\$0.00	\$273.36
206E	17	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
207E	18	603	5.77	186.12	191.90	191.90	\$0.00	\$191.90
208E	19	603	5.77	186.12	191.90	191.90	\$0.00	\$191.90
209E	20	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
210E	21	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
211E	22	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
301E	23	840	8.04	259.27	267.32	267.32	\$0.00	\$267.32
302E	24	835	8.00	257.73	265.73	265.73	\$0.00	\$265.73

The Delano LMS 2419
2010-2011 Maintenance Fee Schedule - Approved
November 1, 2010 - October 31, 2011

Unit No.	SL#	Unit Entitlement	Monthly Contingency Reserve Fund	Monthly Operating Fund	2010-2011 Maintenance Fee	2009-2010 Maintenance Fee	Monthly Increase 0%	January 2011 P/AP
303E	25	628	6.01	193.84	199.85	199.85	\$0.00	\$199.85
304E	26	652	6.24	201.25	207.49	207.49	\$0.00	\$207.49
305E	27	802	7.68	247.54	255.22	255.22	\$0.00	\$255.22
306E	28	652	6.24	201.25	207.49	207.49	\$0.00	\$207.49
307E	29	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
308E	30	603	5.77	186.12	191.90	191.90	\$0.00	\$191.90
309E	31	603	5.77	186.12	191.90	191.90	\$0.00	\$191.90
310E	32	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
311E	33	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
312E	34	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
401E	35	840	8.04	259.27	267.32	267.32	\$0.00	\$267.32
402E	36	835	8.00	257.73	265.73	265.73	\$0.00	\$265.73
403E	37	628	6.01	193.84	199.85	199.85	\$0.00	\$199.85
404E	38	652	6.24	201.25	207.49	207.49	\$0.00	\$207.49
405E	39	652	6.24	201.25	207.49	207.49	\$0.00	\$207.49
406E	40	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
407E	41	603	5.77	186.12	191.90	191.90	\$0.00	\$191.90
408E	42	603	5.77	186.12	191.90	191.90	\$0.00	\$191.90
409E	43	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
410E	44	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
411E	45	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
101W	78	630	6.03	194.45	200.49	200.49	\$0.00	\$200.49
102W	79	630	6.03	194.45	200.49	200.49	\$0.00	\$200.49
103W	80	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
104W	81	603	5.77	186.12	191.90	191.90	\$0.00	\$191.90
105W	82	603	5.77	186.12	191.90	191.90	\$0.00	\$191.90
106W	83	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
107W	84	859	8.23	265.14	273.36	273.36	\$0.00	\$273.36

The Delano LMS 2419
 2010-2011 Maintenance Fee Schedule - Approved
 November 1, 2010 - October 31, 2011

Unit No.	SL#	Unit Entitlement	Monthly Contingency Reserve Fund	Monthly Operating Fund	2010-2011 Maintenance Fee	2009-2010 Maintenance Fee	Monthly Increase 0%	January 2011 P/AP
108W	85	859	8.23	265.14	273.36	273.36	\$0.00	\$273.36
109W	86	628	6.01	193.84	199.85	199.85	\$0.00	\$199.85
110W	87	835	8.00	257.73	265.73	265.73	\$0.00	\$265.73
111W	88	821	7.86	253.41	261.27	261.27	\$0.00	\$261.27
201W	89	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
202W	90	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
203W	91	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
204W	92	603	5.77	186.12	191.90	191.90	\$0.00	\$191.90
205W	93	603	5.77	186.12	191.90	191.90	\$0.00	\$191.90
206W	94	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
207W	95	859	8.23	265.14	273.36	273.36	\$0.00	\$273.36
208W	96	859	8.23	265.14	273.36	273.36	\$0.00	\$273.36
209W	97	628	6.01	193.84	199.85	199.85	\$0.00	\$199.85
210W	98	835	8.00	257.73	265.73	265.73	\$0.00	\$265.73
211W	99	821	7.86	253.41	261.27	261.27	\$0.00	\$261.27
301W	100	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
302W	101	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
303W	102	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
304W	103	603	5.77	186.12	191.90	191.90	\$0.00	\$191.90
305W	104	603	5.77	186.12	191.90	191.90	\$0.00	\$191.90
306W	105	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
307W	106	652	6.24	201.25	207.49	207.49	\$0.00	\$207.49
308W	107	813	7.79	250.94	258.72	258.72	\$0.00	\$258.72
309W	108	652	6.24	201.25	207.49	207.49	\$0.00	\$207.49
310W	109	628	6.01	193.84	199.85	199.85	\$0.00	\$199.85
311W	110	835	8.00	257.73	265.73	265.73	\$0.00	\$265.73
312W	111	821	7.86	253.41	261.27	261.27	\$0.00	\$261.27
401W	112	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76

The Delano LMS 2419
 2010-2011 Maintenance Fee Schedule - Approved
 November 1, 2010 - October 31, 2011

Unit No.	SL#	Unit Entitlement	Monthly Contingency Reserve Fund	Monthly Operating Fund	2010-2011 Maintenance Fee	2009-2010 Maintenance Fee	Monthly Increase 0%	January 2011 PAP
402W	113	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
403W	114	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
404W	115	603	5.77	186.12	191.90	191.90	\$0.00	\$191.90
405W	116	603	5.77	186.12	191.90	191.90	\$0.00	\$191.90
406W	117	634	6.07	195.69	201.76	201.76	\$0.00	\$201.76
407W	118	652	6.24	201.25	207.49	207.49	\$0.00	\$207.49
408W	119	652	6.24	201.25	207.49	207.49	\$0.00	\$207.49
409W	120	628	6.01	193.84	199.85	199.85	\$0.00	\$199.85
410W	121	835	8.00	257.73	265.73	265.73	\$0.00	\$265.73
411W	122	821	7.86	253.41	261.27	261.27	\$0.00	\$261.27
Monthly		87,022	833.33	26860.08	27693.42	27,693	\$0.00	\$27,693.42
Annually			10000	322,321	332,321	332,321	\$0.00	\$332,321.00



COLYVAN RESIDENTIAL STRATA PROGRAM Declarations

Name of Insured & Mailing Address:

The Owners of Strata Plan LMS2419
c/o ColyVan Pacific Real Estate Management Services Ltd.
202 - 5704 Balsam Street
Vancouver, BC V6M 4B9

Name of Broker & Mailing Address:

CMW Insurance Services Ltd.
700-1901 Rosser Avenue
Burnaby, BC V5C 6R6
Tel: 604-294-3301 Fax: 604-294-3003
cmwinsurance.com

Location of Risk: 2983, 3023, 3083 West 4th Avenue
Vancouver, BC V6K 1R5

Period of Insurance: December 1, 2010 to December 1, 2011
Both dated to 12:01 am Standard Time at the address of the Insured.

Total Premium: \$35,835.

Coverage provided under these declarations are only for those coverages specified below and is subject to all terms, conditions, provisions, limitations and exclusions as set out in the Policies identified herein.

A. PROPERTY

Policy No. CMW M0834

Insurance Company:
Waiver of Subrogation:

Premium (Section A): \$33,385.
Form No. CMWMANU9/1/2010
Replacing Certificate No. RCP01357
As per Schedule of Subscribing Insurers attached
The Insurers rights of subrogation are waived against
ColyVan Pacific Real Estate Management Services Ltd.

Section	Sum Insured	Description of Coverages
A	\$19,121,000.	Property of Every Description
A	Not Covered	Business Interruption

Conditions:

All Risks of direct physical loss or damage to property described at Location of Risk shown above.
Basis of Loss Settlement – Replacement Cost including by-laws.
Extended Replacement Cost subject to an appraisal being filed with the Insurers and dated within 12 months prior to the effective date of the policy. Failing to do so, the policy shall be subject to Stated Amount Co-insurance. The Sum Insured limitation under Clause 5. Extended Replacement Cost is amended to read 110%.

Special Conditions:

Property additions, alterations and repairs are subject to a limit of 15% of the Sum Insured, with a maximum of \$500,000. Coverage is not provided for any additions, alterations or repairs which are in excess of this sub-limit unless reported to and specifically agreed to by Insurer(s) prior to the commencement date.

Deductibles:

All Losses \$2,500. except: Water Damage \$5,000.; Sewer Back-up \$5,000.; Residential Glass Breakage \$100.; Master Key \$250.; Earthquake 10% of the value of the building(s) involved in the loss (minimum \$100,000.); Flood \$10,000.

Loss Payable To:

The Condominium Corporation, subject to the Strata Property Act or similar statute in the province of jurisdiction

Declarations

Page 2

Name of Insured: The Owners of Strata Plan LMS2419
c/o ColyVan Pacific Real Estate Management Services Ltd.

Period of Insurance: December 1, 2010 to December 1, 2011
Both dated to 12:01 am Standard Time at the address of the Insured.

B. EQUIPMENT BREAKDOWN

Master Policy No. 8601270
Insurance Company:

Premium (Section B): \$150.
Certificate No. CMW BZ0553
Zurich Insurance Company Ltd.
2050-505 Burrard Street
Vancouver, BC V7X 1M6

Deductible (Section B):
Loss Payable:

\$500.

To the Condominium Corporation (Subject to the Strata Property Act or similar statute in the province of jurisdiction)

Waiver of Subrogation:

The Insurers rights of subrogation are waived against ColyVan Pacific Real Estate Management Services Ltd.

Section	Limit of Insurance	Description of Coverages
B	\$19,121,000.	Equipment Breakdown Form ZC 6307 U (04/08), including by-laws subject to a sublimit of \$1,000,000.
B	Not Covered	Time Element - Business Income Loss
B	Included	\$100,000. Extra Expense

C. GENERAL LIABILITY

Master Policy No. 501177358
Insurance Company:

Premium (Section C): \$1,340.
Certificate No. CMW L0972
Intact Insurance Company
400-2955 Virtual Way
Vancouver, BC V5M 4X6

Deductibles (Section C):

\$1,000. Bodily Injury and Property Damage Each Event
\$10,000. Limited Pollution Liability

Additional Named Insured:

ColyVan Pacific Real Estate Management Services Ltd.
for their management of Strata Plan LMS2419

Section	Limits of Liability	Description of Coverages
C	\$10,000,000.	Each Occurrence Limit
C	\$10,000,000.	General Aggregate Limit
C	\$10,000,000.	Non-Owned Automobile Coverage
C	\$10,000,000.	Personal Injury and Advertising Injury Liability
C	\$10,000,000.	Products - Completed Operations, Aggregate Limit
C	\$10,000.	Medical Payments
C	\$250,000.	Tenants Legal Liability
C	\$1,000,000.	Limited Pollution Liability
C	\$300,000.	Employers' Liability Extension
C	\$50,000.	Voluntary Compensation Extension (2/3 of Employee's Weekly Wage, but not exceeding \$500 per week)
C	\$300,000.	Employee Benefits - Aggregate Limit
C	\$300,000.	Employee Benefits - Each Employee

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

CMW

Name of Insured: **The Owners of Strata Plan LMS2419**
 c/o ColyVan Pacific Real Estate Management Services Ltd.

Period of Insurance: December 1, 2010 to December 1, 2011
 Both dated to 12:01 am Standard Time at the address of the Insured.

D. PROFESSIONAL LIABILITY

Master Policy No. 501148987 (Section D1):
 Master Policy No. 501148986 (Section D2):
 Insurance Company:

Premium (Section D): \$680.

Certificate No. CMW D1472

Certificate No. CMW E1519

Intact Insurance Company

400-2955 Virtual Way

Vancouver, BC V5M 4X6

Deductible (Section D1):

Nil

Deductible (Section D2):

\$1,000.

Name of Insured (Section D2):

ColyVan Pacific Real Estate Management Services Ltd.

Section	Limits of Liability	Description of Coverages
D1	\$5,000,000.	Directors & Officers Liability (Errors & Omissions) Per Wrongful Act and Annual Aggregate
D1	Not Covered	Discrimination Defense Costs Per Unsuccessful Action or Complaint
D1	Not Covered	Discrimination Defense Costs - Annual Aggregate
D2	\$1,000,000.	Errors & Omissions Liability Per Wrongful Act and Annual Aggregate

E. CRIME

Master Policy No. 501177358
 Insurance Company:

Premium (Section E): \$280.

Certificate No. CMW L0972

Intact Insurance Company

400-2955 Virtual Way

Vancouver, BC V5M 4X6

Deductible (Section E):

\$500.

Section	Limits of Liability	Description of Coverages
E	\$5,000.	Broad Form Money and Securities, Loss Inside and Outside Premises
E	\$25,000.	Employee Dishonesty Coverage - Form A, Commercial Blanket Bond

The insurance provided by these Declarations is subject to all terms, conditions, provisions, limitations and exclusions of Policy Numbers CMW M0834, CMW BZ0553, 501177358, 501148987 and 501148986 and may be canceled by the Insurers by registered mail with thirty days notice or as provided by the Policy.

In the event of loss or damage or any change in risk, immediate notice must be given to the insurers or to the broker.

Declarations

Page 4

Name of Insured: The Owners of Strata Plan LMS2419
c/o ColyVan Pacific Real Estate Management Services Ltd.

Period of Insurance: December 1, 2010 to December 1, 2011
Both dated to 12:01 am Standard Time at the address of the Insured.

SCHEDULE OF INSURERS

Section A. PROPERTY

Policy No. CMW M0834

The interest of each insurer hereunder is individual and not joint, and wherever any right or privilege is retained by the insurers, such right or privilege may be exercised by each insurer independently. The liability of each of the Insurer(s) shall be limited to that proportion of the loss which the percentage of liability set against the name of the individual Insurer bears to the total amount insured hereunder.

<u>Insurers</u>	<u>Interest</u>	<u>Premium</u>
Zurich Insurance Company Ltd.	65%	\$ 21,700.
ACE INA Canada	25%	\$ 8,346.
Catlin Canada Inc.	10%	\$ 3,339.
Total:	100%	\$ 33,385.

Date Issued: December 7, 2010

E&OE /CHR/AO



CMW Insurance Services Ltd.
(Authorized Representative)

**Strata Property Act
FORM I**

[am. B.C. Reg 312/2009. s. 7]

**AMENDMENT TO BYLAWS
(Section 128)**

The Owners, Strata Plan LMS 2419, The Delano, certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at the Annual General Meeting held on **November 29, 2010**.*

WHEREAS The Strata Corporation proposes to update its bylaws.

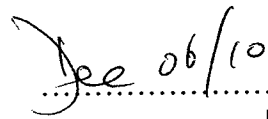
BE IT RESOLVED that:

- 1) The existing bylaws of the Strata Corporation be cancelled and replaced with the bylaws attached hereto as Schedule "A" (the "New Bylaws").
- 2) The Standard Bylaws of the *Strata Property Act* not apply to the Strata Corporation.
- 3) The Strata Council of the Strata Corporation (the "Strata Council") take all such further actions as are required to register the New Bylaws at the Land Title Office, including but not limited to filing a Form I, Amendment to Bylaws.
- 4) Any two members of the Strata Council execute such documents as are required to register the New Bylaws in the Land Title Office on behalf of the Strata Corporation.

The bylaws attached as a schedule hereto wholly repeal and replace the existing bylaws.



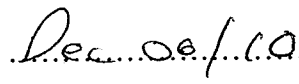
 Signature of Council Member



 Date



 Signature of Second Council Member



 Date

*Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

SCHEDULE "A"

BYLAWS OF THE OWNERS, STRATA PLAN LMS2419

1.0	DEFINITIONS.....	3
2.0	APPLICATION	4
3.0	USE.....	5
4.0	EXERCISE FACILITY	9
5.0	PETS	9
6.0	ENTRY	10
7.0	MAINTENANCE AND REPAIR	10
8.0	FEES AND ASSESSMENTS.....	11
9.0	RENTALS.....	12
10.0	DECORATION AND IMPROVEMENT.....	13
11.0	DAMAGE TO PROPERTY	16
12.0	PARKING.....	16
13.0	INSURANCE.....	17
14.0	ANNUAL AND SPECIAL GENERAL MEETINGS.....	18
15.0	STRATA COUNCIL	20
16.0	REMOVING AND REPLACING STRATA COUNCIL MEMBERS.....	20
17.0	OFFICERS OF THE STRATA COUNCIL.....	21
18.0	MEETINGS OF STRATA COUNCIL.....	21
19.0	REQUISITION OF A COUNCIL HEARING	22
20.0	QUORUM AND VOTING AT STRATA COUNCIL MEETINGS.....	22
21.0	DELEGATION OF STRATA COUNCIL'S POWERS AND DUTIES.....	23
22.0	SPENDING RESTRICTIONS.....	23

23.0	LIMITATION OF LIABILITY OF COUNCIL MEMBERS.....	23
24.0	ENFORCEMENT OF BYLAWS AND RULES.....	24
25.0	SALE OF STRATA LOTS & MOVING	24
26.0	DISPUTES.....	25
27.0	NOTICE AND CONSENT.....	25
28.0	VOLUNTARY DISPUTE RESOLUTION.....	25

BYLAWS OF THE OWNERS, STRATA PLAN LMS2419

1.0 DEFINITIONS

- 1.1 “Act” means the *Strata Property Act* [S.B.C.] c.43 as amended or replaced from time to time;
- 1.2 “Bicycle Storage Area” the Common Property shown on the Strata Plan as bicycle storage;
- 1.3 “Bylaws” means these Bylaws of the Strata Corporation;
- 1.4 “Common Asset” has the meaning ascribed to it in the Act;
- 1.5 “Common Property” has the meaning ascribed to it in the Act;
- 1.6 “Common Expenses” has the meaning ascribed to it in the Act;
- 1.7 “Deductible” means the cost of the deductible portion of a claim on the Insurance Coverage;
- 1.8 “Dispute Resolution Committee” means:
- (a) one Owner or Tenant nominated by each of the parties involved in a dispute; and one Owner or Tenant chosen by the Persons nominated to chair the Dispute Resolution Committee; or
 - (b) any number of Persons consented to, or chosen by a method that is consented to, by all of the parties involved in a dispute.
- 1.9 “Exercise Facility” means the Common Property shown on the Strata Plan as recreation area, spa, and wash rooms;
- 1.10 “Guests” means any persons for whom the Owner is, at law responsible, including without limiting the generality of the foregoing, the Owner’s Occupant, Tenant, or Invitee;
- 1.11 “Human Rights Code” means the *Human Rights Code* [R.S.B.C. 1996] c.210;
- 1.12 “Invitee” means a Person who enters the Premises at the invitation of an Owner, Tenant, or Occupant;
- 1.13 “Insurance Costs” means all premiums and other amounts which the Strata Corporation pays with respect to the Insurance Coverage;
- 1.14 “Insurance Coverage” means the property insurance which the Strata Corporation obtains and maintains at all material times in accordance with the requirements of the Act in respect of the Insured Property;
- 1.15 “Insured Property” means property for which the Strata Corporation is obligated to

maintain insurance pursuant to the Act;

1.16 “**Limited Common Property**” means Common Property designated for the exclusive use of an Owner;

1.17 “**Occupant**” means a Person, other than an Owner or Tenant, who occupies a Strata Lot;

1.18 “**Owner**” means the person shown in the register of a land title office as the owner of a freehold estate in a Strata Lot in the Strata Plan, whether entitled to it in the person's own right or in a representative capacity;

1.19 “**Person**” is to be broadly interpreted and includes without limiting the generality of the foregoing, males, females, adults, children, individuals, corporations, partnerships, and unincorporated organizations;

1.20 “**Premises**” means inclusively any and all Strata Lots, Common Property, Limited Common Property, and land that is a Common Asset;

1.21 “**Public Access**” means entry onto the Premises by anyone other than an Owner, or a Tenant, Occupant, or Invitee;

1.22 “**Regulations**” means the *Strata Property Regulation*, B.C. Reg. 43/2000 as amended or replaced from time to time;

1.23 “**Rules**” has the meaning ascribed to it in the Act;

1.24 “**Special Levy**” means a special levy approved in accordance with the Act;

1.25 “**Spouse of an Owner**” means a person who:

(a) is married to an Owner, or

(b) is living and cohabiting with an Owner in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, and has lived and cohabited in that relationship for a period of at least 2 years;

1.26 “**Strata Corporation**” means the strata corporation formed by deposit of the Strata Plan;

1.27 “**Strata Council**” means the duly elected Strata Council of the Strata Corporation;

1.28 “**Strata Lot**” means a lot shown on the Strata Plan;

1.29 “**Strata Plan**” means Strata Plan LMS2419;

1.30 “**Tenant**” has the meaning ascribed to it in the Act.

2.0 APPLICATION

2.1 The Bylaws apply to every Strata Lot and to every Owner.

2.2 The Bylaws are unenforceable to the extent that they contravene the Act, the Regulations, the Human Rights Code or any other enactment or law.

3.0 USE

3.1 Strata Lots shall not be used for commercial or professional purposes requiring a business license or Public Access.

3.2 No Owner shall or shall permit his, her or its Tenant, Occupant or Invitee to use the Premises 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 Premises;
- (d) is illegal or is injurious to the reputation of the Strata Corporation;
- (e) is contrary to a purpose for which the Premises are intended, as shown expressly or by necessary implication on or by the Strata Plan;
- (f) causes damage other than reasonable wear and tear to the Premises or the Common Assets; or
- (g) is contrary to any statute, ordinance, By-Law or Regulation of any government, whether Federal, Provincial, Municipal, or otherwise.

3.3 Without limiting the generality of Bylaw 3.2(b), no Owner, Tenant, or Occupant shall do anything or permit anything to be done which causes noise to be heard on the Common Property or land held in the name of the Strata Corporation between the hours of 10:30 p.m. and 7:00 a.m., including without limiting the generality of the foregoing:

- (a) noise resulting from Persons loitering on the Premises or using the Premises to enter or exit a Strata Lot;
- (b) sound from televisions, stereos, radios, musical instruments, amplifiers, and sound reproduction equipment; and
- (c) noise from appliances, including washers, dryers, dishwashers, and garburators.

3.4 Without limiting generality of Bylaw 3.2(a), no Owner, Tenant or Occupant shall at any time make, cause or produce 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.

3.5 Within 2 weeks of becoming an Owner, an Owner shall inform the Strata Corporation of his, her or its name, Strata Lot number, and, where applicable, mailing address outside the Strata

Plan.

3.6 No Owner, Tenant or Occupant shall:

- (a) Place carpeting of any kind on a balcony, or patio; or
- (b) Place or store on his, her or its balcony or patio any goods, chattels, laundry, or other objects, which are visible from any part of the Premises other than the Strata Lot, provided that an Owner, Tenant, or Occupant may place the following on a balcony or patio:
 - (i) Patio furniture;
 - (ii) Free standing, self contained planters which are no less than 3 feet from a balcony or patio railing;
 - (iii) A barbecue, hibachi, or similar cooking device in accordance with Bylaw 3.24.

3.7 Except in accordance with Bylaw 25.3, no Owner, Tenant or Occupant shall display signs or advertisements of any kind on the Premises.

3.8 An Owner shall cause his, her or its Guests to comply with the Bylaws.

3.9 No Owner, Tenant, Occupant or Invitee shall:

- (a) ~~trespass on a part of the Premises to which another Owner, Tenant or Occupant is entitled exclusive use;~~
- (b) allow any Person entry onto the Premises unless such Person is known to the Owner, Tenant, or Occupant;
- (c) obstruct or use the entrances, passages, hallways, stairs, or walkways of the Premises for any purpose other than entering or exiting a Strata Lot;
- (d) use for storage any part of the Premises, except for their own Strata Lot and storage locker, if any;
- (e) except in accordance with Bylaw 3.24(b) store or permit to be stored on the Premises any combustible, flammable or hazardous material;
- (f) copy any key to Common Property without the written permission of the Strata Council; or,
- (g) leave open or unlocked any entrance to the Common Property unless such Owner, Tenant or Occupant is in direct supervision of the entrance.

3.10 Without limiting the generality of Bylaw 3.9(d), no Owner, Tenant, or Occupant shall leave a shopping cart, stoller, garbage, bicycle or any other item on Common Property or land

that is a Common Asset.

3.11 No Owner, Tenant, or Occupant shall do anything that may increase the risk of fire on the Premises.

3.12 No Owner, Tenant, or Occupant shall do anything that may result in waste or result in excessive consumption of water.

3.13 An Owner shall notify the Strata Council immediately upon the loss by such Owner or his, her or its Occupant, Tenant or Invitee of any keys or remote door openers to Common Property, and that Owner shall be responsible for the cost of rekeying all locks in the Premises if the Strata Council deems such rekeying necessary.

3.14 An Owner, Tenant or Occupant shall report to the Strata Council or to the police the presence of any suspicious Person in or around the Premises.

3.15 An Owner, Tenant or Occupant shall bag and tie ordinary household refuse and garbage, and deposit it in the Strata Corporation's garbage container.

3.16 An Owner, Tenant, or Occupant shall place all recyclable household materials in the bins provided by the Strata Corporation for such purpose.

3.17 An Owner shall arrange for the disposal of all waste material other than ordinary household garbage and refuse from his, her or its Strata Lot at his, her or its own expense.

3.18 An Owner shall maintain or cause to be maintained in a good and clean condition his, her or its Strata Lot and any Common Property to which the Owner has exclusive use, and without limiting the generality of the foregoing, no Owner shall permit a Strata Lot to become unsanitary or a source of odour.

3.19 No Owner, Tenant, or Occupant shall feed, or do anything that would attract wild animals anywhere on the Premises, including but not limited to:

- (a) birds, including but not limited to crows, seagulls, and pigeons;
- (b) rodents, including but not limited to mice and rats;
- (c) skunks;
- (d) raccoons; and
- (e) coyotes.

3.20 No Owner, Tenant, Occupant, or Invitee shall use or wear inline skates, roller skates, or a skateboard on the Premises.

3.21 No Owner, Tenant, or Occupant shall use an electrical outlet on Common Property or land that is a Common Asset, except for the purpose of vacuuming a vehicle on the Premises.

3.22 No Owner, Tenant, Occupant, or Invitee shall install in a Strata Lot any window covering which appears from the exterior of the Strata Lot to be any colour other than white or off white.

3.23 No Owner, Tenant, or Occupant shall display or use Christmas or holiday lights at any time other than between December 1 and January 15.

3.24 No Owner, Tenant, Occupant, or Invitee shall use a barbecue, hibachi, or similar cooking device anywhere on a balcony or patio unless:

- (a) it is used and maintained in a safe manner and in accordance with the manufacturer's recommendations; and
- (b) it is fuelled by propane, natural gas, or electricity.

3.25 No Owner, Tenant, Occupant or Invitee shall shake a mop, duster, or dust pan or throw refuse from any part of a Strata Lot onto the Premises, whether from a window, door, patio, balcony, patio, or otherwise.

3.26 No Owner, Tenant, or Occupant shall:

- (a) Keep or store a bicycle on any part of the Premises except in a storage locker, the Bicycle Storage Area, or a parking stall;
- (b) Without limiting the generality of Bylaw 3.26(a):
 - (i) keep a bicycle on a balcony or patio;
 - (ii) transport a bicycle in an elevator, hallway or lobby; or
 - (iii) bring a bicycle into the Premises or remove a bicycle from the Premises using any entrance other than the parking garage.

3.27 An Owner, Tenant, or Occupant shall pay to the Strata Corporation:

- (a) \$50.00 in consideration for providing to the Owner, Tenant or Occupant a key fob to the Premises; and
- (b) \$100.00 in consideration for providing to the Owner, Tenant or Occupant a garage remote fob.

3.28 An Owner, Tenant, or Occupant shall cause a Person under the age of 12 to be supervised by a Person over the age of 16 at all times while on Common Property or land that is a Common Asset, including without limiting the generality of the foregoing, in hallways and in the Exercise Facility.

3.29 No surface flooring other than carpet shall be installed in any unit (except bathrooms, kitchens, and entrance hallways) located directly above another unit.

4.0 **EXERCISE FACILITY**

4.1 No Owner, Tenant, or Occupant shall permit any Person other than an Owner, Tenant, or Occupant to use the Exercise Facility unless such Person is at all times supervised by the Owner, Tenant, or Occupant.

4.2 No Owner, Tenant, or Occupant shall use the Exercise Facility between 11:00 p.m. and 7:00 a.m.

5.0 **PETS**

5.1 No Owner, Tenant or Occupant shall keep pets in a Strata Lot except in accordance with the following:

- (a) all pets shall be kept under the reasonable control of the Owner, Tenant, or Occupant at all times while on the Premises, so as to not interfere with or damage the Premises or the use and enjoyment thereof by other Owners, Tenants, or Occupants.
- (b) all pets shall be leashed or otherwise secured at all times when on the Common Property or land that is a Common Asset.
- (c) only pets of the following nature may be kept on the Premises:
 - (i) a reasonable number of fish or other small aquarium animals, provided that no tank shall be greater than 20 gallons;
 - (ii) 1 small caged mammal;
 - (iii) 1 caged bird;
 - (iv) no more than:
 - (A) 2 cats;
 - (B) 2 dogs; or
 - (C) 1 cat and 1 dog.
- (d) Notwithstanding the generality of Bylaw 5.1(c), no Owner shall keep or permit to be kept on the Premises exotic pets including but not limited to snakes, reptiles, spiders, or large members of the cat family.
- (e) Owners keeping or permitting a pet to be kept on their Strata Lot shall ensure that the pet is kept quiet, controlled and clean. Any excrement on Common Property or on land that is a Common Asset shall be immediately disposed of by the Owner.

- (f) Owners keeping or allowing a pet to remain on their Strata Lot shall be responsible for and shall indemnify and save harmless the Strata Corporation from all actions causes of action, loss, costs, or expenses resulting from the actions of the pet, regardless of whether or not the Owner had knowledge, notice or forewarning of the likelihood of such action.
- (g) If in the opinion of the Strata Council acting reasonably, a pet is causing a nuisance or an unreasonable interference with an Owner, Tenant or Occupant's use and enjoyment of the Premises, or if a pet is kept in contravention of this Bylaw 5.1, the Strata Council may give to an Owner written notice that such pet be removed from the Premises.
- (h) An Owner shall, within 30 days of receipt of the notice referred to in Bylaw 5.1(g), cause the pet to be permanently removed from the Premises.

6.0 **ENTRY**

6.1 An Owner, Tenant, or Occupant shall allow a Person authorized by the Strata Corporation to enter a 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 the Bylaws or the Act.

6.2 The notice referred to in Bylaw 6.1(b) above shall include the date, approximate time of entry, and reason for entry.

7.0 **MAINTENANCE AND REPAIR**

7.1 An Owner shall repair and maintain the Owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under the Act, the Regulations, or the Bylaws.

7.2 An Owner shall promptly carry out all work that is ordered by a competent or public or local authority in respect of his, her or its Strata Lot and shall be responsible for all costs associated therewith.

7.3 An Owner who has the use of Limited Common Property shall repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under Bylaw 7.4(c).

7.4 The Strata Corporation shall repair and maintain the following:

- (a) Common Assets;

- (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 readily occurs:
 - (A) the structural components of the building;
 - (B) the exterior of the building;
 - (C) chimneys, stairs, balconies, and other things attached to the exterior of the building;
 - (D) doors, windows and skylights on the exterior of the building or that front on the Common Property; and
 - (E) fences, railings and similar structures that enclose patios, balconies and yards.
- (d) a Strata Lot, but the duty to repair and maintain it is restricted to:
 - (i) the structural components of a building,
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

8.0 **FEES AND ASSESSMENTS**

8.1 An Owner shall:

- (a) pay strata fees on or before the 1st day of the month to which the strata fees relate; and
- (b) pay all Special Levies in accordance with the resolution approving such Special Levy in accordance with the Act;

8.2 The Strata Corporation shall cause to be prepared a budget for the coming fiscal year in

accordance with the following:

- (a) a copy of the budget shall be distributed to all Owners with the notice of the annual general meeting, no less than 2 weeks in advance of the meeting, and will be accompanied by a financial statement;
- (b) if the budget is approved by a majority vote at the annual general meeting, it shall be implemented accordingly; and
- (c) Owners will be informed, within 2 weeks following the annual or special general meeting at which a budget is passed, of any changes to their strata fees resulting from that budget.

8.3 The Common Expenses set forth in each budget shall be payable to the Strata Corporation in accordance with the following:

- (a) payment shall be made in 12 equal consecutive instalments, in advance, to be paid on the 1st day of each and every month;
- (b) at the request of the Strata Corporation, an Owner shall deliver a series of post-dated cheques, within 30 days of the request, in payment of the instalments for strata fees;
- (c) where the Strata Corporation has retained the services of a property manager or property management company, the Strata Corporation may forward payments of strata fees to such management company;
- (d) where the Strata Corporation has retained the services of a property manager or property management company, and an option for direct debit to an Owner's bank account is available for payment of strata fees, the Strata Council shall authorise the property management company to make this alternative available to the Owners.

8.4 An Owner may apply in writing to the Strata Corporation for a statement setting forth as of its due date the amount of any unpaid assessments due and owing from the Owner, and the Strata Corporation shall furnish the Owner with a statement within 10 days of receiving the written application.

8.5 Overdue strata fees and Special Levies shall bear interest at a rate of 10% per annum, compounded annually, not in advance, from the date when due until the date when paid.

9.0 RENTALS

9.1 Prior to possession of a Strata Lot by a Tenant, an Owner must deliver to the Tenant the current Bylaws and Rules, and a Notice of Tenant's Responsibilities in the form required by the Act.

9.2 Within two weeks of renting a Strata Lot, an Owner must give the Strata Corporation a

copy of the Notice of Tenant's Responsibilities duly signed by the Tenant.

10.0 DECORATION AND IMPROVEMENT

10.1 No Owner, Tenant, or Occupant shall, without the written consent of the Strata Corporation, install shades, awnings, window or balcony guards, screens, ventilators, heating or cooling units, or greenhouses in or about the Premises.

10.2 Except in connection with a common television antenna or cable system, no Owner, Tenant, or Occupant shall, without the written consent of the Strata Corporation, erect or fasten a television antenna, satellite dish, or similar structure or appurtenance to any part of the Premises.

10.3 An Owner shall obtain the written approval of the Strata Council before making an alteration or addition or doing a renovation or other work on or to the Premises (the "Work") that involves any of the following:

- (a) the structural components of the building;
- (b) the exterior of the building;
- (c) chimneys, stairs, balconies, or things attached to the exterior of the building;
- (d) doors or windows 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 a Strata Lot which the Strata Corporation is required to insure;
- (h) Common Property, Common Assets or Limited Common Property; or
- (i) wiring, plumbing, piping, heating, and air conditioning.

10.4 Any Owner making application to the Strata Council pursuant to Bylaw 10.3 shall provide to the Strata Council:

- (a) detailed plans and a written description of the Work; and
- (b) any other materials or information reasonably requested by the Strata Council.

10.5 The Strata Corporation must not unreasonably withhold its approval under Bylaw 10.3 but may require, as a condition of such approval that the Owner agree, in writing, to certain terms and conditions, including but not limited to the obligation of the Owner to do the following:

- (a) obtain all permits and approvals required in connection with the Work;

- (b) provide to the Strata Council copies of all permits, proofs, designs, plans, documents, materials or other information related to or in connection with the Work (the "Designs and Plans");
- (c) do or cause the Work to be done only in strict accordance with the Designs and Plans approved by the Strata Council (the "Approved Designs and Plans");
- (d) where required by the Strata Corporation, at the sole cost of the Owner, obtain and provide to the Strata Corporation a written report from a Professional Engineer confirming that the Work has been completed in accordance with the Approved Designs and Plans;
- (e) pay for all costs and expenses directly or indirectly relating to the Work, including but not limited to the cost of all labour, work and materials;
- (f) pay for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the Strata Corporation as a direct or indirect result of the Work, whether or not such maintenance, repairs, or replacement are connected to or resulting from repairs for which the Strata Corporation is responsible;
- (g) obtain and maintain third party liability insurance with coverage in such amount as is reasonable in the circumstances and as may be specified by the Strata Corporation in writing from time to time;
- (h) ensure that contractors and subcontractors hired in connection with the Work obtain and maintain coverage with Worksafe BC and comply with the provisions of the *Workers Compensation Act*;
- (i) provide to the Strata Council proof of the coverage referred to in 10.5(g) and 10.5(h) immediately upon request, and in any event prior to commencing the Work;
- (j) not permit, do or cause anything to be done that may cause a lien, certificate of pending litigation, judgment, or other charge in respect of the Work (the "Charge") to be registered against the Strata Lot;
- (k) without limiting the generality of section 10.5(j), if a Charge should for any reason be filed in respect of the Work, take all necessary steps to have the Charge cancelled and discharged within 15 days of the date the Owner or the Owner's Tenant has knowledge of such filing;
- (l) observe and comply with all laws, ordinances, regulations, or requirements of any federal, provincial, municipal, or other authority related to the Work;
- (m) upon selling or transferring the Strata Lot, ensure that the transferee executes an agreement with the Strata Corporation respecting the Work, in the same form as this Agreement;

- (n) at all times comply with the *Strata Property Act* and its Regulations;
- (o) at all times comply with the Bylaws of the Strata Corporation;
- (p) indemnify and save harmless the Strata Corporation for any action, damages, costs, loss or expense of whatever kind which the Strata Corporation may sustain in connection with the Work; and
- (q) any other terms that the Strata Corporation may reasonably require.

10.6 In performing the Work, an Owner shall:

- (a) ensure that contractors hired by him or her comply with and do all such things as are required to comply with workers' compensation legislation;
- (b) carry third party liability insurance with coverage in such amount as may be specified by the Strata Corporation in writing;
- (c) comply with all applicable laws;
- (d) obtain all required permits;
- (e) comply with the Bylaws, including without limiting the generality of the forgoing, Bylaw 11.2; and
- (f) comply with all of the obligations set out in Bylaw 10.5.

10.7 An Owner shall, at the end of each day while the Work is being performed:

- (a) clear any debris from and clean any Common Property or land that is a Common Asset affected by the Work; and
- (b) fix any damage to Common Property or land that is a Common Asset resulting from the Work.

10.8 An Owner shall not permit alterations to be performed on the Premises between the hours of 9:00 p.m. and 8:00 a.m.

10.9 Where an Owner does not comply with Bylaw 10.7, the Strata Corporation may do all such things as are required to remedy the breach, and the Owner shall immediately upon notice from the Strata Corporation pay to the Strata Corporation all of its costs to do so.

10.10 Where an Owner makes any alteration or addition to the Premises or performs the Work in contravention of this Bylaw 10.0, the Strata Corporation shall be entitled to do all things as are necessary to restore the Premises to its original condition, and the Owner shall immediately upon receipt of notice from the Strata Corporation reimburse the Strata Corporation for such costs.

11.0 DAMAGE TO PROPERTY

11.1 An Owner, Tenant, Occupant or Invitee shall not do anything or omit to do anything that causes damage to the Premises, the Common Assets, or assets which the Strata Corporation is obligated to insure pursuant to the Act.

11.2 An Owner shall indemnify and save harmless the Strata Corporation from and against any and all manner of actions, causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation legal fees on a solicitor and client basis) which the Strata Corporation may sustain, incur, or be put to by reason of or arising out of:

- (a) damage for which an Owner or his, her, or its Guests are responsible;
- (b) without limiting the generality of Bylaw 11.2(a), any act or omission of the Owner or his, her or its Guests; or
- (c) the non-observance or violation by the Owner or his, her or its Guests, of the Act, Regulations, Bylaws, or Rules.

12.0 PARKING

12.1 No Owner, Tenant, or Occupant shall park a vehicle anywhere on the Premises except in the parking stall assigned to the Strata Lot occupied by such Owner, Tenant or Occupant or except in a parking stall assigned to another Strata Lot, by agreement with the Owner of the Strata Lot.

12.2 No Owner, Tenant, or Occupant shall permit any Person other than an Owner, Tenant, or Occupant to park a vehicle on the Premises.

12.3 No Owner, Tenant, or Occupant shall park a vehicle in a manner which prohibits or restricts access to a parking stall, driveway, roadway, or ramp.

12.4 The owner of any vehicle parked in an area in which parking is prohibited shall be responsible for costs incurred by the Strata Corporation to tow and impound such vehicle.

12.5 Except in an emergency, no Owner, Tenant or Occupant shall repair or maintain a vehicle on the Premises, including but not limited to doing oil changes.

12.6 No Owner, Tenant, or Occupant shall wash a vehicle on the Premises.

12.7 No Owner, Tenant, Occupant, or Invitee shall use a parking stall for any purpose other than parking a vehicle or bicycle, and notwithstanding the generality of the foregoing, no Owner, Tenant, or Occupant shall use a parking stall for storage.

12.8 Notwithstanding Bylaw 12.7, an Owner, Tenant, or Occupant may keep in a parking stall 1 non-flammable storage locker as approved by the Strata Council.

12.9 No Owner shall cause or permit an unregistered or uninsured vehicle to be parked on the

Premises.

12.10 No Owner shall cause or permit a vehicle to leak or drip oil, gasoline, or other fluids onto the Premises.

12.11 If an Owner is in breach of Bylaw 12.10:

- (a) such owner shall at the Owner's sole cost and expense within 7 days of receipt of notice from the Strata Corporation, do all such things as are required to return the Premises to the condition that existed prior to the breach; and
- (b) if an Owner should fail to comply with Bylaw 12.11(a) within the time limit specified in Bylaw 12.11(a), the Strata Corporation shall be entitled to do all such things as are required to return the Premises to the condition that existed prior to the breach, and the Owner shall immediately provide to the Strata Corporation all of its costs to do so.

13.0 INSURANCE

13.1 No Owner shall do or permit to be done anything that increases the Insurance Costs or whereby the Insurance Coverage may be invalidated.

13.2 Where an Owner or his, her or its Guests are responsible for an increase in the Insurance Costs, the Owner shall pay to the Strata Corporation, in addition to any fine otherwise levied or payable pursuant to the Bylaws the amount of the increase in the Insurance Costs.

13.3 Where an Owner (the "Responsible Owner") or an Owner's Guests are responsible for loss or damage to Insured Property (the "Damage") the Strata Corporation may:

- (a) make a claim with its insurer for the cost to repair the Damage (the "Repair Costs");
- (b) repair the Damage; and
- (c) deliver written notice to the Responsible Owner of the amount of the Repair Costs.

13.4 Within 30 days of receipt of the notice referred to in Bylaw 13.3(c), the Responsible Owner shall pay to the Strata Corporation the lesser of:

- (a) the Deductible; and
- (b) the Repair Costs.

13.5 Each Owner of a Strata Lot is solely responsible for all forms of property and liability insurance on his or her Strata Lot and all or any fixtures, contents, or improvements therein and thereto against perils not insured by the Strata Corporation, for amounts in excess of amounts insured by the Strata Corporation, and for whatever is not covered by the insurance policies of

the Strata Corporation.

13.6 An Owner may apply to the Strata Council in writing for a copy of any insurance policies effected by the Strata Corporation, and the receipts for the most recent premiums, and the Strata Council shall produce a copy thereof to the applicant within 2 weeks of receiving the application.

14.0 ANNUAL AND SPECIAL GENERAL MEETINGS

14.1 Annual and special general meetings shall be chaired by the President of the Strata Council or, in his or her absence, by the Vice President of the Strata Council.

14.2 Where both the President and Vice President of the Strata Council are absent from an annual or special general meeting, a Chair shall be elected by eligible voters present at the meeting.

14.3 At an annual or special general meeting:

- (a) except on matters requiring a unanimous vote, the vote for a Strata Lot may not be exercised if the Strata Corporation is entitled to register a lien against the Strata Lot under s.116(1) of the Act;
- (b) Persons who are not eligible to vote may only participate in discussions if permitted to do so by the Chair, and shall leave the meeting if a resolution passed by majority vote is passed requesting them to do so;
- (c) Persons who are not eligible to vote, including Tenants and Occupants:
 - (i) may attend;
 - (ii) may participate in the discussion at such meeting, but only if permitted to do so by the Chair of the meeting; and
 - (iii) shall leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.
- (d) voting cards shall be issued to eligible voters;
- (e) a vote is decided on a show of voting cards, unless an eligible voter requests a precise count;
- (f) if a precise count is requested by an eligible voter, the Chair of the meeting shall decide whether it will be by show of voting cards or by roll call, secret ballot or some other method;
- (g) Notwithstanding the generality of Bylaw 14.3(f) if a secret ballot is requested by an eligible voter, a vote shall be held by secret ballot. The outcome of each vote shall be announced by the Chair of the meeting and recorded in the minutes of the meeting. The precise number of votes for and against a resolution shall be

announced where a precise count was requested by an eligible voter under Bylaw 14.3(f); and

- (h) if there is a tie vote, the President of the Strata Council, or if the President is absent or unable or unwilling to vote, the Vice President of the Strata Council may break the tie by casting a second, deciding vote.

14.4 A quorum for an annual or special general meeting shall be the eligible voters holding one third (1/3) of the Strata Corporation's votes, present in person or by proxy.

14.5 Except for a meeting called pursuant to Section 43 of the Act, if a quorum is not present within a half hour from the time appointed for an annual or special general meeting, the persons present and entitled to vote shall constitute a quorum.

14.6 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 Strata 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 Strata Council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

14.7 Annual and special general meetings may be held by electronic means, so long as all Owners and other participants can communicate with each other. If an annual or special general meeting is held by electronic means, Owners participating by electronic means are deemed to be present in person.

15.0 STRATA COUNCIL

15.1 The Strata Council shall be comprised of not less than 3 and not more than 7 members.

15.2 Where a Strata Lot is owned by more than one Person, only 1 Owner of that Strata Lot may be a member of Strata Council at any one time.

15.3 Any Owner whose strata fees are in arrears, or against whom the Strata Corporation is entitled to register a lien, shall not be eligible to sit on Strata Council.

15.4 The Spouse of an Owner is eligible to be a Strata Council Member, provided that the Owner and the Spouse of the Owner cannot be Strata Council Members at the same time if they only own one Strata Lot.

15.5 The term of office of a Strata Council member ends at the end of the annual general meeting at which a replacement is elected.

15.6 A Person whose term as Strata Council member is ending is eligible for re-election.

15.7 In the election of Strata Council members held at each annual general meeting, the members elected to fill the vacant positions shall be elected for a term of 1 year.

16.0 REMOVING AND REPLACING STRATA COUNCIL MEMBERS

16.1 Unless all the Owners are on the Strata Council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting remove one or more Strata Council members.

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

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

16.4 A replacement Strata Council member may be any Person eligible to sit on the Strata Council.

16.5 The Strata Council may appoint a Strata Council member under Bylaw 16.3 even if the absence of the Strata Council member being replaced leaves the Strata Council without a quorum.

16.6 If all the members of the Strata Council resign or are unwilling or unable to act for a period of 2 or more months, Persons holding at least 20% of the Strata Corporation's votes may hold a special general meeting to elect a new Strata Council by complying with the provisions of the Act, the Regulations and the Bylaws respecting the calling and holding of meetings.

17.0 OFFICERS OF THE STRATA COUNCIL

17.1 At the first meeting of the Strata Council held after each annual general meeting of the Strata Corporation, the Strata Council shall elect, from among its members, a President, a Vice President, a Secretary and a Treasurer.

17.2 A Person may hold more than one office at a time, other than the offices of President and Vice President.

17.3 The Vice President has the powers and duties of the President

- (a) while the President is absent or is unwilling or unable to act, or
- (b) for the remainder of the President's term if the President ceases to hold office.

17.4 If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.

18.0 MEETINGS OF STRATA COUNCIL

18.1 Any Strata Council member may call a Strata Council meeting by giving the other Strata Council members at least 7 days notice of the meeting, specifying the reason for calling the meeting.

18.2 The notice in Bylaw 18.1 does not have to be in writing.

18.3 A Strata Council meeting may be held on less than 7 days notice if:

- (a) all Strata Council members consent in advance of the meeting; or,
- (b) the meeting is required to deal with an emergency situation, and all Strata Council members either:
 - (i) consent in advance of the meeting; or,
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

18.4 The Strata Council shall, within a reasonable period of time following a meeting of the members of the Strata Council, provide to the Owners minutes of such meeting.

19.0 REQUISITION OF A COUNCIL HEARING

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

19.2 If a hearing is requested under Bylaw 19.1, the Strata Council shall hold a meeting to hear the applicant Owner within 2 weeks of receipt of the request.

19.3 If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council shall give the applicant Owner a written decision within one week of the hearing.

20.0 QUORUM AND VOTING AT STRATA COUNCIL MEETINGS

20.1 A quorum of the Strata Council is 2 where there are 4 or less members on Strata Council, 3 where there are 5 or 6 members on Strata Council, and 4 where there are 7 members on Strata Council.

20.2 Strata Council members shall be present in person at the Strata Council meeting to be counted in establishing a quorum.

20.3 At the option of the Strata Council, Strata Council meetings may be held by electronic means, so long as all Strata Council members and other participants can communicate with each other.

20.4 If a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.

20.5 Owners may attend Strata Council meetings as observers.

20.6 Despite Bylaw 20.5, no Owner may attend that portion of a Strata Council meeting that deals 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; or,
- (c) any other matters if the presence of observers would, in the Strata Council's opinion, unreasonably interfere with an individual's privacy.

20.7 At Strata Council meetings, decisions shall be made by a majority of Strata Council members present in person at the meeting.

20.8 If there is a tie vote at a Strata Council meeting, the President of the Strata Council may break the tie by casting a second, deciding vote.

20.9 The results of all votes at a Strata Council meeting shall be recorded in the Strata Council meeting minutes, along with the names of the Strata Council members moving and seconding any resolutions, and the names of any dissenting or abstaining Strata Council members.

20.10 The Strata Council shall inform Owners of the minutes of all Strata Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

21.0 DELEGATION OF STRATA COUNCIL'S POWERS AND DUTIES

21.1 Subject to Bylaws 21.2 and 21.3, the Strata Council may delegate some or all of its powers and duties to one or more Strata Council members or Persons who are not members of the Strata Council, and may revoke the delegation.

21.2 The Strata Council may delegate its spending powers or duties, but only by a resolution that:

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or,
- (b) delegates the general authority to make expenditures in accordance with Bylaw 21.3.

21.3 A delegation of a general authority to make expenditures shall:

- (a) set a maximum amount that may be spent; and,
- (b) indicate the purposes for which, or the conditions under which, the money may be spent.

21.4 The Strata 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 any part of the Premises.

22.0 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 the Bylaws.

22.2 Notwithstanding Bylaw 22.1, where there are reasonable grounds to believe that an immediate expenditure is necessary, the Strata Council may make such expenditure without approval at an annual or special general meeting provided that the expenditure is necessary to ensure safety and prevent significant loss or damage, whether physical or otherwise.

23.0 LIMITATION OF LIABILITY OF COUNCIL MEMBERS

23.1 A Strata 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 Strata Council.

23.2 Bylaw 23.1 does not affect a Strata Council member's liability, as an Owner, for a judgment against the Strata Corporation.

23.3 Bylaw 23.1 shall not apply notwithstanding the fact that it may be discovered that there was a defect in the manner of appointment of the Strata Council member.

24.0 **ENFORCEMENT OF BYLAWS AND RULES**

24.1 If after all reasonable efforts, the Strata Corporation deems a fine to be the most appropriate penalty for an infraction by the Owner or the Owner's Tenant or Occupant of the Bylaws or Rules, the Strata Corporation may fine an Owner as follows:

- (a) for the contravention of a Bylaw, a fine not to exceed \$200.00 for each contravention; and
- (b) for the contravention of a Rule, a fine not to exceed \$50.00 for each contravention.

24.2 The fines referred to in Bylaw 24.1 may be levied for every 7 days in which the contravention continues.

25.0 **SALE OF STRATA LOTS & MOVING**

25.1 An Owner shall notify the Strata Council in writing upon listing his, her or its Strata Lot for sale, and shall notify the Strata Council immediately upon any change in ownership of that Strata Lot.

25.2 An Owner or agent of the Owner shall supervise a prospective purchaser of a Strata Lot at all times while the prospective purchaser is on the Premises.

25.3 An Owner or agent of the Owner may with the consent and approval of the Strata Council, place one real estate sign on the Premises in a location designated by the Strata Council from time to time for such purpose.

25.4 An Owner, Occupant, or agent of the Owner shall not leave open, hold or prop open, or leave unlocked the entrance doors to the Premises for any reason.

25.5 An Owner shall notify the Strata Council in writing 7 days prior to:

- (a) moving in or out of a Strata Lot; or
- (b) the time at which a Tenant or Occupant moves in or out of a Strata Lot;

25.6 An Owner, Occupant or Tenant shall move in or out of a Strata Lot only between the hours of 8:00 a.m. and 9:00 p.m..

25.7 Any damage caused by an Owner, Occupant, Tenant, or his, her or its agents while moving in or out of a Strata Lot shall be the sole responsibility of the Owner of the Strata Lot.

25.8 Each time that an Owner, Tenant, or Occupant moves substantially the whole of his, her or its household furnishings and personal possessions into a Strata Lot, the Owner of the Strata Lot will pay to the Strata Corporation a fee of \$150.00.

26.0 DISPUTES

26.1 The Strata Council is not required to obtain prior approval or authorization to commence an action under the *Small Claims Act* against an Owner or other Person to collect money owing to the Strata Corporation, including money owing as a fine.

27.0 NOTICE AND CONSENT

27.1 If at any time under these Bylaws, an Owner, Tenant or Occupant is required to provide notice to the Strata Council or to obtain consent from the Strata Council, such notice and consent will be effective only if in writing.

28.0 VOLUNTARY DISPUTE RESOLUTION

28.1 A dispute among Owners, Tenants, Occupants or the Strata Corporation or any combination of them may by notice in writing to the Strata Corporation from any of the disputing parties be referred to the Dispute Resolution Committee provided that:

- (a) all of the parties involved in a dispute consent; and
- (b) the dispute involves the Act, the Regulations, the Bylaws, or the Rules.

28.2 The Dispute Resolution Committee shall attempt to help the parties involved in the dispute to voluntarily end the dispute.