

## **SCHEDULE “A”**

### **BYLAWS OF THE OWNERS, STRATA PLAN VR1122**

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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 **“Bylaws”** means the Bylaws of the Strata Corporation;

1.3 **“Common Asset”** has the meaning ascribed to it in the Act;

1.4 **“Common Property”** has the meaning ascribed to it in the Act;

1.5 **“Common Expenses”** has the meaning ascribed to it in the Act;

1.6 **“Deductible”** means the cost of the deductible portion of a claim on the Insurance Coverage, which was paid by the Strata Corporation;

1.7 **“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.

1.8 **“Family Member”** means:

- (a) the Spouse of an Owner;
- (b) a parent or child of an Owner; or
- (c) a parent or child of a Spouse of an Owner;

1.9 **“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;

1.10 **“Hard Flooring”** means any material other than carpet and includes hardwood, laminate, linoleum, tile, ceramic, slate, bamboo and cork;

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 the Owners of one or more Strata Lots;

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 **"Prohibited Item"** means any item or object that weighs more than 100 pounds, including without limitation, plants, planters, furniture and hot tubs;

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

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

1.24 **"Rental Consent"** means written consent from the Strata Corporation to rent a Strata Lot;

1.25 **"Rental Waiting List"** means a waiting list to be administered by the Strata Council in accordance with Bylaw 13.3;

1.26 **"Roof Deck"** means the Limited Common Property shown as "garden" on the "Roof Plan" of the Strata Plan;

1.27 **"Rules"** has the meaning ascribed to it in the Act;

1.28 **"Permitted Occupant"** means:

- (a) an Owner;
- (b) a Family Member of an Owner; or
- (c) a Tenant approved by the Strata Council in accordance with Bylaw 13.0;

- 1.29 **“Special Levy”** means a special levy approved in accordance with the Act;
- 1.30 **“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.
- 1.31 **“Strata Corporation”** means the strata corporation formed by deposit of the Strata Plan;
- 1.32 **“Strata Council”** means the duly elected Strata Council of the Strata Corporation;
- 1.33 **“Strata Lot”** means a lot shown on the Strata Plan;
- 1.34 **“Strata Plan”** means Strata Plan VR1122;
- 1.35 **“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, Occupant, and Tenant.
- 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 No Owner, Tenant, or Occupant shall use a Strata Lot for a commercial or professional purpose 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, no Owner, Tenant, or Occupant shall do anything or permit anything to be done which causes noise to be heard on the Common Property, land held in the name of the Strata Corporation, or in another Strata Lot between the hours of 10:00 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) noise from televisions, stereos, radios, musical instruments, amplifiers, and sound reproduction equipment;
- (c) noise from appliances, including washers, dryers, dishwashers, and garburators;
- (d) traffic noise on the Premises.

3.4 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.

3.5 No Owner, Tenant or Occupant shall without the consent of the Strata Council place or store on his, her or its balcony 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 patio furniture and planters on his her or its balcony.

3.6 Except in accordance with Bylaw 27.3 no Owner, Tenant, or Occupant shall display signs or advertisements of any kind on the Premises.

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

3.8 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) obstruct or use the entrances, passages, hallways, stairs, driveways, elevator, lobby, or walkways of the Premises for any purpose other than entering or exiting a Strata Lot;
- (c) use for storage any part of the Premises, except for their own Strata Lot and storage locker, if any; or
- (d) store or permit to be stored on the Premises coal or any combustible, flammable or hazardous material.

3.9 An Owner, Tenant or Occupant shall bag and tie ordinary household refuse and garbage,

and deposit it in the Strata Corporation's garbage container.

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

3.11 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.

3.12 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.

#### 4.0 **SECURITY**

4.1 No Owner, Tenant, Occupant or Invitee shall:

- (a) allow any Person entry onto the Premises unless such Person is known to the Owner, Tenant, or Occupant;
- (b) copy any key to Common Property without the written permission of the Strata Council; or,
- (c) leave open or unlocked any entrance to the Common Property unless such Owner, Tenant or Occupant is in direct supervision of the entrance.

4.2 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.

4.3 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.

#### 5.0 **PETS**

5.1 No Owner, Tenant or Occupant shall keep any pet other than the following on the Premises:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged mammals;
- (c) no more than 2 caged birds;
- (d) no more than:
  - (i) 2 cats;
  - (ii) 2 dogs; or

(iii) 1 cat and 1 dog.

5.2 Notwithstanding the generality of Bylaw 5.1, 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.

5.3 An Owner, Tenant, or Occupant who keeps a pet on the Premises shall:

- (a) at all times keep a pet under the reasonable control of the Owner, Tenant, or Occupant;
- (b) not permit a pet to interfere with or damage the Premises or the use and enjoyment thereof by other Owners, Tenants, or Occupants;
- (c) cause all dogs to be leashed or otherwise secured at all times when on the Common Property or land that is a Common Asset;
- (d) at all times ensure that the pet is kept quiet and controlled; and
- (e) not permit any pet to urinate or defecate on the Common Property or land that is a Common Asset.

5.4 Without limiting the generality of Bylaw 5.3(e), an Owner who keep or permits a pet to be kept in a Strata Lot shall immediately pick up and dispose of in a sanitary manner any excrement on Common Property or on land that is a Common Asset.

5.5 Notwithstanding Bylaw 5.1(a), no Owner, Tenant or Occupant shall keep an aquarium on the Premises that is larger than 50 gallons.

5.6 An Owner who keeps or permits a pet to be kept in 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.

5.7 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 5.0, the Strata Council may give to an Owner written notice that such pet be removed from the Premises.

5.8 An Owner shall, within 30 days of receipt of the notice referred to in Bylaw 5.7, 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:
  - (i) 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; or
  - (ii) ensure compliance with these Bylaws.

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 **DECORATION AND IMPROVEMENT**

8.1 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, in or about the Premises.

8.2 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.

8.3 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; or

- (h) Common Property, Common Assets or Limited Common Property, including without limitation a parking stall.

8.4 Any Owner making application to the Strata Council pursuant to Bylaw 8.3 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.

8.5 The Strata Corporation must not unreasonably withhold its approval under Bylaw 8.3 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 8.5(g) and 8.5(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 8.5(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.

8.6 In performing alterations or renovations, 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 8.5.

8.7 An Owner shall, at the end of each day while alterations or renovations are 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;

8.8 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.

8.9 Where an Owner does not comply with Bylaw 8.7, 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.

8.10 Where an Owner makes any alteration or addition to the Premises or performs the Work in contravention of this Bylaw 8.0, 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.

#### 9.0 **HARD FLOORING**

9.1 No Owner shall install Hard Flooring in a Strata Lot except with written consent from the Strata Corporation.

9.2 An Owner who proposes to install Hard Flooring in a Strata Lot shall make a written application to the Strata Corporation, and shall provide the following information to the Strata Corporation:

- (a) A detailed description of:
  - (i) the proposed method of installation;
  - (ii) the type of Hard Flooring to be used; and
  - (iii) the type of underlay to be used;including the Sound Transmission Class and the Impact Insulation Class ratings.
- (b) Any other information required by the Strata Corporation.

9.3 The Strata Council shall not grant consent pursuant to Bylaw 9.1, unless the Strata Council is satisfied that the proposed method of installation and materials to be used are of a nature and quality that would ensure that the Hard Flooring would not create unreasonable noise or constitute a nuisance to any other Owner, Occupant, or Tenant.

9.4 A Owner who installs Hard Flooring shall:

- (a) cause the Hard Flooring to be installed in the manner set out pursuant to Bylaw 9.2(a), and in strict accordance with the manufacturer's recommendations or specifications;
- (b) comply with the provisions of Bylaw 8.0.

## 10.0 **ROOF DECKS**

10.1 No Owner, Tenant or Occupant shall place or install a Prohibited Item on a Roof Deck, except with written consent from the Strata Corporation.

10.2 An Owner who proposes to place or install a Prohibited Item on a Roof Deck shall make a written application to the Strata Corporation, and shall provide the following information to the Strata Corporation:

- (a) A detailed description of:
  - (i) the Prohibited Item;
  - (ii) the proposed method of installation; and
- (b) Any other information required by the Strata Corporation.

10.3 The Strata Council shall not grant consent pursuant to Bylaw 10.1, unless the Strata Council is satisfied that the Prohibited Item and the proposed method of installation are of a nature and quality that would ensure that the Prohibited Item would not create unreasonable noise, or constitute a nuisance to any other Owner, Occupant, or Tenant, or cause damage to the Premises.

10.4 An Owner who places or installs a Prohibited Item on a Roof Deck shall:

- (a) cause the Prohibited Item to be installed in the manner set out pursuant to Bylaw 10.2(a), and in strict accordance with the manufacturer's recommendations or specifications;
- (b) comply with the provisions of Bylaw 8.0.

## 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 STRATA FEES AND SPECIAL LEVIES**

12.1 An Owner shall:

- (a) pay strata fees on or before the 1<sup>st</sup> 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;

12.2 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.

12.3 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 1<sup>st</sup> 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.

12.4 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.

12.5 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.

12.6 Without limiting any other right or remedy of the Strata Corporation, the Strata Corporation may charge a fine of \$50.00 each time an Owner fails to pay strata fees in accordance with Bylaw 12.1(a) or a Special Levy in accordance with Bylaw 12.1(b).

### 13.0 **RENTALS**

13.1 No more than 4 Strata Lots may be rented at any one time.

13.2 Except with the Rental Consent, no Owner shall enter into a tenancy agreement, rent, or lease a Strata Lot.

13.3 At the time the Owner makes a written application to the Strata Corporation for Rental Consent:

(a) if the number of Strata Lots rented is at the limit stated in Bylaw 13.1, excluding exempt Strata Lots pursuant to sections 142, 143 and 144 of the Act, the Strata Corporation shall:

(i) refuse to provide the Rental Consent, and notify the Owner in writing of the reason for such refusal; and

(ii) place the Owner on the bottom of the Rental Waiting List; or

(b) if:

(i) the number of Strata Lots rented is less than the limit referred to in Bylaw 13.1 excluding exempt Strata Lots pursuant to sections 142, 143 and 144 of the Act;

(ii) the proposed tenancy is for a duration of no less than 6 months; and

(iii) there are no Owners on the Rental Waiting List;

the Strata Corporation shall grant the Rental Consent.

13.4 If no Tenant has occupied the Strata Lot within 2 calendar months of the date that an Owner received the Rental Consent, the Rental Consent shall be deemed revoked, and the Owner shall have no further right to rent the Strata Lot. During the 2 calendar months immediately following the date that an Owner received the Rental Consent, the Strata Lot shall be deemed rented for the purposes of the limit stated in Bylaw 13.1.

13.5 The Rental Consent shall be deemed revoked and the Owner shall have no further right to rent the Strata Lot if:

(a) an Owner conveys or transfers a Strata Lot in whole or in part; or



(b) a Tenant:

- (i) ceases to rent a Strata Lot for any reason;
- (ii) moves substantially the whole of his or her household furnishings and personal possessions out of a Strata Lot; or
- (iii) vacates, abandons, or gives up possession of a Strata Lot.

13.6 If the Rental Consent is deemed revoked in accordance with Bylaw 13.5, the effective date of such revocation shall be as follows:

- (a) For the purposes of Bylaw 13.5(a), the Rental Consent shall be deemed revoked on the date that the Owner conveys or transfers the Strata Lot in whole or in part.
- (b) For the purpose of Bylaw 13.5(b), if no Tenant has occupied the Strata Lot within one calendar month of the date (the "Termination Date") that the Tenant ceases to rent the Strata Lot for any reason, moves substantially the whole of his or her household furnishings and personal possessions out of the Strata Lot or vacates, abandons, or gives up possession of the Strata Lot, the Rental Consent shall be deemed revoked on the date that is one calendar month from the Termination Date. During the 1 calendar month immediately following the Termination Date, the Strata Lot shall be deemed rented for the purposes of the limit stated in Bylaw 13.1.

13.7 If the Rental Consent is deemed revoked in accordance with Bylaw 13.5, the Strata Corporation shall grant the Rental Consent to the Owner at the top of the Rental Waiting List.

13.8 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.

13.9 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.

13.10 An Owner shall notify the Strata Council in writing upon a Tenant ceasing to rent a Strata Lot for any reason, moving substantially the whole of his or her household furnishings and personal possessions out of a Strata Lot or vacating, abandoning, or giving up possession of a Strata Lot.

13.11 If an Owner has an agent for the purposes of renting his, her or its Strata Lot, the Owner shall may elect to provide to the Strata Corporation in writing:

- (a) the name of the Owner's agent and the name of the agent's agency;
- (b) the agent's business address and telephone number; and

- (c) authorization for the Strata Corporation to communicate with the agent regarding the Owner's strata lot.

13.12 Where an Owner rents a Strata Lot in contravention of this Bylaw 13.0, the Owner shall be subject to a fine of \$500.00 and the Strata Corporation may take all necessary steps to terminate the Owner's agreement with the Tenant, including, but not limited to, seeking a declaration or Court injunction to enforce this Bylaw 13.0. Any legal costs incurred by the Strata Corporation in enforcing this Bylaw 13.0 shall be the responsibility of the contravening Owner and shall be recoverable from the Owner on a solicitor and own client basis by the Strata Corporation.

13.13 Notwithstanding this Bylaw 13.0, an Owner may apply in writing to the Strata Council for an exemption pursuant to Section 144 of the Act, provided that if the Strata Corporation grants an exemption it may limit the period of time during which such exemption is applicable.

#### 14.0 PARKING

14.1 No Owner, Tenant, Occupant or Invitee 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.

14.2 No Owner, Tenant, or Occupant shall permit any Person other than an Owner, Tenant, or Occupant to park a vehicle on the Premises, and without limiting the generality of the foregoing, no Owner, Tenant, or Occupant shall lease or license a parking stall to any Person other than an Owner, Tenant, or Occupant.

14.3 The Strata Corporation may tow a vehicle which is parked in a prohibited area and the owner of such vehicle will be responsible for all costs to tow and impound such vehicle.

14.4 No Owner, Tenant or Occupant shall repair, adjust or wash any vehicle on the Premises, except for minor repairs which do not dirty or clutter or cause damage to the Premises including without limitation, topping up windshield washer fluid.

14.5 No Owner, Tenant, Occupant, or Invitee shall use a parking stall for any purpose other than parking a vehicle, and notwithstanding the generality of the foregoing, no Owner, Tenant, or Occupant shall use a parking stall for storage or as a work area for carpentry or renovations.

14.6 No Owner shall cause or permit an unregistered or uninsured vehicle to be parked on the Premises.

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

14.8 If an Owner is in breach of Bylaw 14.7:

- (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 14.8(a) within the time limit specified in Bylaw 14.8(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.

14.9 No Owner, Tenant or Occupant shall use or park a vehicle in a manner which may interfere with traffic flow, or impede access to a ramp, roadway or parking stall by any Person.

14.10 Without limiting the generality of Bylaw 8.0, no Owner, Tenant, Occupant, or Invitee shall without the written consent from the Strata Council alter a parking stall, including without limitation, install a bike rack in a parking stall.

#### 15.0 **INSURANCE**

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

15.2 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.

15.3 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.

15.4 Within 30 days of receipt of the notice referred to in Bylaw 15.3(c), the Responsible Owner shall pay to the Strata Corporation the lesser of:

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

15.5 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.

15.6 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.

**16.0 ANNUAL AND SPECIAL GENERAL MEETINGS**

16.1 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.

16.2 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.

16.3 At an annual or special general meeting:

- (a) 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.
- (b) voting cards shall be issued to eligible voters;
- (c) a vote is decided on a show of voting cards, unless an eligible voter requests a precise count;
- (d) 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;
- (e) Notwithstanding the generality of Bylaw 16.3(d) 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 16.3(d); and
- (f) 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.

16.4 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.

16.5 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 meeting

shall stand adjourned for ½ hour and if a quorum is still not present within ½ hour from the time that the meeting was adjourned, the persons present and entitled to vote shall constitute a quorum.

16.6 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.

17.0 **STRATA COUNCIL**

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

17.2 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.

17.3 An Owner shall not be eligible to sit on Strata Council with respect to a Strata Lot if the Strata Corporation is entitled to register a lien against that Strata Lot.

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

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

17.6 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.

**18.0 REMOVING AND REPLACING STRATA COUNCIL MEMBERS**

18.1 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.

18.2 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.

18.3 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.

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

18.5 The Strata Council may appoint a Strata Council member under Bylaw 18.3 even if the absence of the Strata Council member being replaced leaves the Strata Council without a quorum.

18.6 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.

**19.0 OFFICERS OF THE STRATA COUNCIL**

19.1 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.

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

19.3 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.

19.4 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.

**20.0 MEETINGS OF STRATA COUNCIL**

20.1 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.

20.2 The notice in Bylaw 20.1 does not have to be in writing.

20.3 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.

20.4 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.

**21.0 REQUISITION OF A COUNCIL HEARING**

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

21.2 If a hearing is requested under Bylaw 21.1, the Strata Council shall hold a meeting to hear the applicant Owner within 4 weeks of receipt of the request.

21.3 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.

**22.0 QUORUM AND VOTING AT STRATA COUNCIL MEETINGS**

22.1 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.

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

22.3 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.

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

22.5 Owners may attend Strata Council meetings as observers.

22.6 Despite Bylaw 22.5, 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.

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

22.8 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.

22.9 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.

23.0 **DELEGATION OF STRATA COUNCIL'S POWERS AND DUTIES**

23.1 Subject to Bylaws 23.2 and 23.3, 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.

23.2 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 23.3.

23.3 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.



23.4 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.

#### 24.0 **SPENDING RESTRICTIONS**

24.1 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.

24.2 Notwithstanding Bylaw 24.1, 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 or prevent significant loss or damage, whether physical or otherwise.

#### 25.0 **LIMITATION OF LIABILITY OF COUNCIL MEMBERS**

25.1 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.

25.2 Bylaw 25.1 does not affect a Strata Council member's liability, as an Owner, for a judgment against the Strata Corporation.

25.3 Bylaw 25.1 shall apply notwithstanding the fact that it may be discovered that there was a defect in the manner of appointment of the Strata Council member.

#### 26.0 **ENFORCEMENT OF BYLAWS AND RULES**

26.1 If after compliance with Section 135 of the Act, 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;
- (b) for the contravention of a Rule, a fine not to exceed \$50.00 for each contravention; and
- (c) notwithstanding Bylaw 26.1(a), for the contravention of Bylaw 13.0 respecting rentals, a fine in accordance with Bylaw 13.12.

26.2 The fines referred to in Bylaw 26.1 may be levied for every 7 days in which the contravention continues.

## **27.0 SALE OF STRATA LOTS & MOVING**

27.1 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.

27.2 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.

27.3 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.

27.4 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.

27.5 An Owner, Occupant or Tenant shall move in or out of a Strata Lot only between the hours of 8:00 a.m. and 10:00 p.m.

27.6 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.

## **28.0 DISPUTES**

28.1 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.

## **29.0 NOTICE AND CONSENT**

29.1 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.

## **30.0 VOLUNTARY DISPUTE RESOLUTION**

30.1 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.

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