STRATA PLAN BCS 3540 MacPherson Walk East

BYLAWS

STRATA PLAN BCS 3540 MACPHERSON WALK EAST BYLAWS

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MACPHERSON WALK EAST Strata Plan BCS 3540

SCHEDULE OF STANDARD BYLAWS

The following bylaws replace the Standard Bylaws to the *Strata Property Act* (British Columbia) (the "*Strata Property Act*"). Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*. For the purposes of these bylaws:

- (a) "Apartment Owner" means an owner of a Townhouse Strata Lot;
- (b) "Apartment Strata Lot" means the apartment-style strata lots;
- (c) "Residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant;
- (d) "Townhouse Owner" means an owner of a Townhouse Strata Lot; and
- (e) "Townhouse Strata Lot" means the townhouse-style strata lots.

Part 1 - Duties of Residents and Visitors

Payment of strata fees

- 1.1 (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate.
 - (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50 for each month or portion thereof.
 - (3) Any payments made by an owner shall first be applied to the payment of outstanding interest, fines and special levies, and secondly to the payment of outstanding strata fees.

Repair and maintenance of property by owner

- 1.2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
 - (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

(3) Despite bylaw 2.1 and without limiting bylaw 1.2(2), an owner who has the use of a balcony or patio that is designated as limited common property for the exclusive use of their strata lot is responsible for all regular maintenance of such balcony or patio (including the cleaning of the surface of the balcony or patio and associated railings, as well as the removal of debris from any associated drains).

Use of property

- 1.3 (1) A resident or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance, disturbance or hazard to another person;
 - (b) causes unreasonable or repetitive noise;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (d) is illegal or otherwise contrary to law; or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
 - (2) A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under the Strata Property Act.
 - (3) A resident or visitor must not display or post or permit any agent to display or post "for sale" or "for rent" signs or any similar or other signage for the purpose of selling, marketing or leasing a strata lot on the common property or visible from the strata lot without the prior written consent of the strata corporation.

Inform Strata Corporation

- 1.4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
 - (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.
 - (3) Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the *Strata Property Act*. Failure to do so will result in an owner being fined \$100.00 per month until the Form "K" is submitted.

Obtain approval before altering a strata lot, common property or limited common property

- 1.5 (1) An owner must obtain the written approval of the strata corporation before making or authorizing:
 - (a) an alteration to a strata lot that involves any of the following:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (iv) common property located within the boundaries of a strata lot;
 - (v) those parts of the strata lot which the strata corporation must insure under the Strata Property Act;
 - (vi) flooring; or
 - (vii) the removal or addition of any walls, whether structural or otherwise; or
 - (b) any alteration to common property, including limited common property, or to common assets.
- (2) The strata corporation may require as part of an application for approval of any alteration under bylaw 1.5(1) that an owner must:
 - (a) submit, in writing, detailed plans and description of the intended alteration; and
 - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council.
- (3) The strata corporation may require, as a condition of its approval under bylaw 1.5(1), that the owner agrees, in writing, to certain terms and conditions, including, not exhaustively, the following:
 - (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
 - (b) that the standard of work and materials be not less than that of the existing structures;
 - (c) that all work and materials necessary for the alteration be at the sole expense of the owner;

- (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible 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 result, directly or indirectly, of the alterations to common property, limited common property or common assets;
- (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they are an owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and will be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and will become due and payable on the due date of payment of monthly strata fees.
- (4) An owner who has altered a strata lot, common property, limited common property or common assets prior to the passage of these bylaws will be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- (5) If, subsequent to the passage of bylaws 1.5(1) to 1.5(4) inclusive, an owner alters a strata lot, common property or limited common property without adhering strictly to these bylaws, the strata corporation may require the owner to restore, at the owner's sole expense, the strata lot, common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the strata lot, common property or limited common property back to its original condition following a demand by the strata corporation pursuant to this bylaw 1.5(5), the strata corporation may, in its discretion, conduct all or part of the restoration, at the expense of the owner who altered the strata lot, common property or limited common property. If the strata corporation undertakes any restoration work pursuant to this bylaw 1.5(5), the cost of such restoration will be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees
- (6) The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property or limited common property. In the event that the existence of the alteration to a strata lot, common property or limited common property undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.

Hard Floor Surfaces

- 1.6 An owner who wishes to install hard floor surfaces in a strata lot, including, without limitation, tile, hardwood or laminate floors, must:
 - (1) obtain the written approval of the strata council prior to the installation of any such hard floor surfaces in accordance with bylaw 1.5; and
 - (2) take all reasonable steps to satisfy noise complaints from neighbours, including, without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard soled shoes.

In considering whether or not to approve the installation of hard floor surfaces in accordance with these bylaws, the strata council may require an owner to submit an acoustical report.

Permit entry to strata lot

- 1.7 (1) A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property designated for the exclusive use of the strata lot
 - 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,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Strata Property Act; and
 - (ii) to ensure compliance with the *Strata Property Act* and the bylaws.
 - (2) The notice referred to in bylaw 1.7(1)(b) must include the date and approximate time of entry, and the reason for entry.
 - (3) If access to a strata lot is not provided in accordance with bylaw 1.7(1), the owner will be responsible for:
 - all costs of forced entry incurred by the strata corporation if the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;
 - (b) all costs incurred by the strata corporation in respect of contractors retained by the strata corporation who must re-attend at the building to access the strata lot.

Compliance with bylaws

1.8 A resident or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation.

Pets

[NOTE TO READER: The pet restrictions set out in bylaw 1.9(3) were filed by the developer as part of the bylaws filed on August 21, 2008 under registration no. BB35675. The pet restrictions were then amended as part of the bylaws approved by owners at a general meeting held on February 2, 2011 and filed under BB1936219. Such restrictions have not been repealed or further amended and are restated as bylaw 1.9(3) for convenience only.

The pet restrictions set out in bylaws 1.9(5) and 1.9(12) were first approved by the owners at a general meeting held on February 2, 2011 and filed in the land title office under registration no. BB1936219. The restrictions in bylaw 1.9(5) were amended by the owners at the general meeting held on February 24, 2014 and filed in the land title office under registration no. CA36119756. Otherwise, the pet restrictions set out in bylaws 1.9(5) and 1.9(12) have not been repealed or further amended and are restated as bylaws 1.9(5) and 1.9(12) for convenience only.]

- 1.9 (1) A resident or visitor must not keep any pets or other animals on a strata lot or common property (including limited common property) or on land that is a common asset except in accordance with these bylaws.
 - (2) A resident or visitor must ensure that all animals (other than cats) are leashed or otherwise secured when on the common property or on land that is a common asset. For clarity, this bylaw 1.9(2) does not apply to limited common property.
 - (3) No pets or other animals shall be kept in a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals (the size of the aquarium must not exceed 30 gallons);
 - (b) a reasonable number of small caged mammals;
 - (c) up to 4 caged birds;
 - (d) subject to bylaws 1.9(4) and 1.9(12) as applicable, dogs or cats, provided that the total number of dogs and cats does not exceed two.
 - (4) A pet owner is fully responsible for the behaviour of the pets within the strata lots and common property (including limited common property). The owner of the applicable strata lot will be responsible for cleanup, damage or repair required or caused by the presence of any pet being kept in or visiting their strata lot or any resident of their strata lot.

- (5) No vicious dogs are permitted in any strata lot or on any portion of the common property (including limited common property). For purposes of this bylaw, a "vicious dog" means the following:
 - (i) any dog that has killed or injured any person or another animal;
 - (ii) any dog that aggressively harasses or pursues another person or animal;
 - (iii) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting; or
 - (iv) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any dog of mixed breeding which includes any of these breeds, or any dog which has the appearance and physical characteristics predominately conforming to the standards for any of the above breeds, as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club, as determined by a veterinarian licenced to practice in the Province of British Columbia.
- (6) All pets must be leashed to a maximum of six (6) feet when on the common property. A pet must not be tethered unattended. For clarity, this bylaw 1.9(2) does not apply to limited common property.
- (7) All roaming or unattended pets will be handed over to the City of Burnaby.
- (8) No pet shall be permitted to urinate or defecate or otherwise foul the common property (including limited common property). In the event that a pet urinates, defecates or otherwise fouls the common property (including limited common property), the pet owner shall immediately and completely remove the offending waste from the common property and dispose of it in a waste container or by some other sanitary means. In addition, any soiling, or marks or discoloration of common property caused by a pet fouling an area, is to be cleaned and put back to its former condition.
- (9) A pet owner is responsible responsibility for the repair of any damage caused by their pet(s) to the common property (including limited common property). Failing prompt repair action by the applicable pet owner, the strata council will affect such repairs by contracted services and invoice the pet owner.
- (10) A resident or visitor must not feed nuisance birds such as pigeons, seagulls, crows and starlings, nor feed squirrels, rodents or other animals on the common property (including limited common property).
- (11) A resident must ensure that their pet(s) are kept quiet, under reasonable control, clean, and not a nuisance to other residents.
- (12) Unless approved in writing by the strata council with respect to a particular pet:

- (i) the weight of a pet must not exceed 20 kilograms (44 lbs) when the pet is fully grown; and
- (ii) further, a dog must not be larger in size than twenty inches (20") at the shoulder when the dog is fully grown.
- (13) A resident whose visitor brings an animal or pet into the complex shall ensure that the visitor complies with all requirements of these bylaws and any rules as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws and any rules.
- (14) If any resident violates any provision of these bylaws or any applicable rules, or if the Strata Council on reasonable grounds considers a pet to be a nuisance the Strata Council may, by written notice to such resident cause such resident to have the pet removed from the strata lot within thirty days of receiving such notice.
- (15) A resident must register each pet with the strata council. Pets are not to be replaced, but pet approval must be obtained each time a pet changes within the suite. Failure to comply with this bylaw will mean that immediate action will be taken as out under bylaw 1.9(14).

Access by Consultants

1.10 A resident must permit the owner-developer's building consultants and the consultants or representatives of any warranty provider in connection with the construction of the development, to have access to the development from time to time during construction thereof and after completion of construction, for the purpose of inspecting and monitoring the building envelope and other components of the buildings comprising the development.

Part 2 - Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 2.1 The strata corporation must repair and maintain all of the following:
 - (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:

- (A) the structure of a building;
- (B) the exterior of a building;
- (C) chimneys, stairs, balconies, patios, decks and other things attached to the exterior of a building;
- (D) doors, windows and skylights on the exterior of a building or that front on the common property;
- (E) fences, railings and similar structures that enclose balconies, patios, decks and yards; and
- (F) planting beds and lawn areas;
- (d) a strata lot, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building,
 - (ii) the exterior of a building, and
 - (iii) doors, windows and skylights on the exterior of a building or that front on the common property.

Council size

- 2.2 (1) The council must have at least 3 and not more than 7 members, and at least one of its members will be a Townhouse Owner and at least one of its members will be a an Apartment Owner.
 - (2) Where a strata lot is owned by more than one person, only one owner of the strata lot shall be a member of the council at any one time.

Council members' terms

- 2.3 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
 - (2) A person whose term as council member is ending is eligible for re-election.

Removing council member

- 2.4 (1) The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
 - (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
 - (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the *Strata Property Act*.

Replacing council member

- 2.5 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
 - (2) A replacement council member may be appointed from any person eligible to sit on the council.
 - (3) The council may appoint a council member under this bylaw 2.5 even if the absence of the member being replaced leaves the council without a quorum.
 - (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the *Strata Property Act*, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 2.6 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, vice president, secretary and a treasurer.
 - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
 - (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.
 - (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 2.7 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
 - (2) The notice referred to in bylaw 2.7(1) does not have to be in writing.
 - (3) A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either

- (i) consent in advance of the meeting, or
- (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about the council meeting as soon as feasible after the meeting has been called.

Quorum of council

- 2.8 (1) A quorum of the council is
 - (a) 2, if the council consists of 3 or 4 members,
 - (b) 3, if the council consists of 5 or 6 members, and
 - (c) 4, if the council consists of 7 members.
 - (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 2.9 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
 - (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
 - (3) Owners may attend council meetings as observers.
 - (4) Despite bylaw 2.9(3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings:
 - (b) rental restriction bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

- 2.10 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
 - (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
 - (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

2.11 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 2.12 (1) Subject to bylaws 2.12(2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
 - (2) The council may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with bylaw 2.12(3).
 - (3) A delegation of a general authority to make expenditures must
 - (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.
 - (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 2.13 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
 - (2) Despite bylaw 2.13(1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

2.14 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Bylaw 2.14(1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Consents

- 2.15 (1) Any consent, approval or permission given under these bylaws by the council shall be revocable at any time upon reasonable notice.
 - (2) Notwithstanding any provision of the *Strata Property Act*, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

Part 3 - Enforcement of Bylaws and Rules

Maximum fine

- 3.1 (1) The strata corporation may fine an owner or tenant a maximum of:
 - (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.
 - (2) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws or any rule shall become part of the assessment of the responsible and shall become due and payable on the first day of the month next following the date on which they were incurred or levied by the strata corporation, except that any amount owing that is not a lienable amount pursuant to the *Strata Property Act* will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

Continuing contravention

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

Part 4 - Annual and Special General Meetings

Person to chair meeting

- 4.1 (1) Annual and special general meetings must be chaired by the president of the council.
 - (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

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

Voting

- 4.3 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
 - (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
 - (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
 - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
 - (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
 - (6) Despite anything in this bylaw 4.3, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
 - (7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

Order of business

- 4.4 (1) 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;
- receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation;
- (j) report on insurance coverage, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year, if the meeting is an annual general meeting;
- (I) deal with new business, including any matters about which notice has been given;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.
- (2) Despite bylaw 4.4(1), the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

Electronic Attendance at Meetings

4.5 Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

Quorum of Meeting

- 4.6 (1) At the time appointed for an annual or special general meeting a quorum is not present, the eligible voters present in person or by proxy and those who remain for the balance of the meeting shall constitute a quorum.
 - (2) Despite bylaw 4.6(1), the failure to obtain a quorum of 1/3 of the strata corporation's votes for a meeting demanded under section 43 of the *Strata Property Act* terminates, and does not adjourn, that meeting.

Part 5 - Voluntary Dispute Resolution

Voluntary dispute resolution

- 5.1 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
 - (a) all the parties to the dispute consent, and
 - (b) the dispute involves the *Strata Property Act*, the regulations, the bylaws or the rules.
 - (2) A dispute resolution committee consists of
 - (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
 - (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Part 6 - Parking and Storage

- An owner may be entitled to the exclusive use of one or more parking stalls and storage areas located in the parking facility pursuant to a partial assignment of the parking/storage area lease (the "Parking/Storage Area Lease") between MacPherson Walk Development Limited Partnership (the "Developer"), as landlord, and MWE Parking Services Ltd., as tenant. Pursuant to the Parking/Storage Area Lease, upon the registration of the strata plan for the strata development, the strata corporation will assume all of the covenants and obligations of the Developer under the Parking/Storage Area Lease with respect to the Stalls and the Storage Areas (as defined in the Parking/Storage Area Lease), at a time and in the manner set out in the Parking/Storage Area Lease and the Developer may, at its option, cause the strata corporation to assume such covenants and obligations in writing.
- 6.2 The underground parking area is for the sole use of residents of the MacPherson Walk East.
- 6.3 A resident must not permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers to enter or be parked or stored on common property, limited common property or land that is a common asset.
- A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.

- 6.5 A resident storing a vehicle must provide proof of valid insurance to the strata corporation on the commencement date of the storage, and on request thereafter, and also display such proof on the vehicle itself.
- 6.6 Parking spaces assigned to a strata lot must not be rented or leased to, or licensed for the use of, any person who is not a resident.
- 6.7 A resident must park only in the parking stall assigned to the resident's strata lot. Residents and visitors must not park elsewhere on the common property except as expressly permitted in these bylaws or the rules.
- 6.8 No vehicle shall be parked in the loading zone in front of the building for a period longer than the time reasonably required for the loading or unloading of the vehicle.
- Only one vehicle may park in a designated parking space. Despite the foregoing, a motorcycle may also be parked in a designated parking space, so long as it does not allow the accompanying vehicle to protrude beyond the parking space boundaries.
- 6.10 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that narrows the width of or otherwise interferes with any other parking stalls, access lanes or no parking zones.
- 6.11 Any resident's vehicle parked in violation of bylaw 6.8 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the applicable strata lot as the case may be.
- 6.12 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- 6.13 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights.
- 6.14 Excessive speeds and dangerous driving are prohibited in all the parking areas. The speed limit is 10 km/hr in the common areas and will be strictly enforced.
- 6.15 A resident or visitor must not smoke while in the parking area including inside a vehicle.
- 6.16 A resident must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area. While washing, a resident must keep audio volume low.
- 6.17 A resident or visitor or parking tenant must not permit a vehicle to drip any oil or gasoline on the common property or limited common property. A vehicle owner whose vehicle is dripping any oil or gasoline must immediately remove and repair the vehicle and the vehicle owner must pay the cost of clean-up of the common property in addition to any fine.
- 6.18 No person(s) is/are allowed to camp overnight in any type of vehicle in common areas.

- 6.19 Any vehicle, trailer, boat or equipment parked in contravention of any part of this bylaw 6 will be removed at its owner's sole risk and expense.
- 6.20 A resident or visitor must not drive a vehicle on any part of the common property except designated driveways.
- 6.21 No basket carts, or shopping carts, from stores are permitted in the underground parking area, passageways, locker rooms or any other common property space. This is against Burnaby Fire Department Standards and could result in a fine levied against the Strata Corporation.

Part 7 - Visitor Parking

7.1 Visitor parking stalls are for the exclusive use of visitors of residents at the MacPherson Walk East.

Part 8 - Car Wash Area

- 8.1 There is no parking at any times in the car wash area.
- 8.2 The car wash area must be kept clean at all times.
- 8.3 The car wash area must be hosed down and the hose must be rolled back after use.
- 8.4 Users must be courteous of any other vehicles and property in the vicinity of the car wash area. A user must not splash dirty water on the vehicles adjacent to the car wash area.

Part 9 - Insurance and Responsibility

- 9.1 (1) A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.
 - (2) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy. Without limiting the generality of the word "responsible", an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner.
 - (3) For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the owner.

(4) Without limiting the generality of bylaws 1.2 and 9.1(2), where the strata corporation responds to an emergency and pays the cost to repair, but it is later determined that the owner is responsible to pay such costs, the owner immediately must reimburse the Strata Corporation for the full cost to repair.

Part 10 - Security

- 10.1 **Fobs**: There is a limit of four (4) fobs for each strata lot. Fobs will be handed out to owners only. Additional fobs to be approved at the council's discretion.
- 10.2 <u>Garage Gates</u>: to underground parking: To help prevent unauthorized entry to the building, all drivers must wait until the gate is fully closed behind their car before proceeding to the next gate and further to their parking stalls. The drivers in any subsequent cars must wait until the gate is starting to close before pressing the garage button on their key fob to re-open the gate. This indicates to the preceding driver that the following driver is a resident of the MacPherson Walk East.
- 10.3 <u>Doors</u>: Storing wedges near to entrance doors is a security risk. Therefore, door wedges are not to be stored near any common area doors. A resident may temporarily prop open a door with the resident's own object when bringing in bags, shopping, boxes or other articles from the resident's car. This object should then be taken away with the resident.
- 10.4 **Entrance Door**: When entering through the front entrance, a resident must not allow followers into the building unless they are known to the resident.
- 10.5 **Restricted Common Areas**: No resident or visitor is permitted in any part of the restricted common areas of the building (such as the roof, electrical rooms, mechanical rooms and locked rooms other than their own), except with the express permission of the Strata Council.
- 10.6 <u>Moves In/Out</u>: During a move into or out of the building, a resident must not leave the front entrance doors unattended. Also, vehicles used for moving purposes and parked in front of the building must be removed from the front area as soon as the move has been completed.
- 10.7 <u>Solicitations</u>: Solicitation is not permitted anywhere in or about the building or common property for any cause, except as required by the *Election Act* (Canada) and similar provincial registration.

Part 11 - Moves In and/or Out

- 11.1 An owner must contact the building manager to arrange for any move into or out of the owner's strata lot. The caretaker will arrange to lock off the elevator and hang the protective coverings. A move in/out request is required for all moves into or out of the building, including moves into or out of ground floor units or those that do not require elevator lock off.
- 11.2 An owner must give the building manager a minimum of three days' notice of a move. If this does not occur and an owner gives less than three days' notice, or does not give notice, the owner is subject to fine.

- 11.3 There will be a \$100.00 moving fee payable to the strata corporation for each move into or out of a strata lot during the hours that the building manager is available in accordance with Bylaw 12.5. There will be a \$175.00 moving fee payable to the strata corporation for each move into or out of a strata lot during the hours that the building manager is not working as set out in Bylaw 11.5. The applicable moving fee must be paid regardless of whether the particular move involves the use of the elevator or involves moving in any furniture and personal belongings. This fee is intended to defray the costs to repair and maintain common property generally, not merely repair and maintenance that results directly from any particular move in or out.
- 11.4 When selling a strata lot, the selling owner must make the purchasing owners aware of the MacPherson Walk East bylaws and rules, including bylaw 12.3 pertaining to moving fees.
- 11.5 The hours that the Building Manager is available for moves are between 8:00 a.m. to noon and 1:00 p.m. to 4:30 p.m. Sunday to Thursday and between 9:00 a.m. to 2:00 p.m. Friday and Saturday. Moves are unsupervised after hours.
- 11.6 A resident must pay due care and attention to the elevator, surrounding walls, carpets and doors when moving furniture. After each move into or out of a strata lot, the building manager will perform an inspection of the common property and report back to council if any damage has occurred during a move in or out. Any requested repairs will be charged back to the strata lot associated with move.
- 11.7 A resident is directly responsible for moving personnel and/or friends/relatives who are assisting with their move.
- 11.8 At no time should the front entrance doors be left unattended. Any violations may result in fines to the resident.

Part 12 - Patios and Balconies

- 12.1 No items other than what is permitted by the bylaws or rules shall be kept on patios, balconies, yards or common property, unless express permission by the council has been granted. If items are kept in violation of the bylaws or rules, and are not removed within 72 hours after formal notification, fines will be assessed.
- 12.2 A resident must not to place any items (including but not limited to indoor/outdoor carpeting) on any patio or the balcony except:
 - (a) subject to bylaw 12.3, free-standing, self-contained planter boxes, which must not weigh more than 20 pounds
 - (c) gas or electric barbecues, which must not be placed within two feet of the exterior of the building
 - (d) patio style furniture including table sized umbrellas (no upholstered living room sofas, chairs, bookcases, etc.) nor install any hanging plants or baskets or other hanging items higher than or on the patio or balcony railing. For clarity, heaters are not permitted.

12.3 Planters on Patios and Balconies

A resident is permitted to have planters and flower boxes on their patios and balconies with the following instructions:

- (a) Small shrubs and flowers are permitted; no vegetable gardens are allowed.
- (b) No plantings shall be made that attach themselves to the building areas, such as ivy.
- (c) The planters and flower boxes must be on the patio or balcony, not the common area around them. Any planters/flower boxes must be in appropriate containers on balconies. The permitted height of the plants is up to 24 inches.
- (d) The resident is responsible for keeping these planters and flower boxes neat and tidy in appearance at all times year-round,
- (e) The resident must ensure that the trays below them to catch water runoff.
- (f) Planters and flower boxes must be beige or brown in color.

12.4 Cleaning of Patios/Balconies

(a) Cleaning of the patio or balcony decks must done in the same manner as would be used to clean any floor surface inside the strata unit (i.e., no water is permitted to be poured on balcony or patio decks).

12.5 **Exterior Appearance**

- (a) Any changes to the window treatments in a strata lot that are visible from the exterior of the building must maintain the consistent appearance of the building from the exterior.
- (b) Without limiting the generality of bylaw 1.5, these bylaws require that all exterior alterations (which includes attaching anything to the building or common areas) must receive prior written approval of the strata council in writing in accordance with these bylaws.

Part 13 - General

- 13.1 A resident must not use any part of the common property (including limited common property) for storage except as expressly permitted by these bylaws, the rules or in writing by the Council. Without limiting the generality of the foregoing, a resident must not keep floor mats, furniture, shoes, strollers, plants, etc., outside their door in the hallways.
- 13.2 Bicycles, whether locked or unlocked, will not be kept in any common areas, hallways or lobby area except in areas specifically designated.

- 13.3 Any bicycles taken through any common areas must be clean and dry.
- 13.4 A strata lot must not be used for commercial or professional purposes involving the admittance of clients to the building, or injurious to the reputation of the strata plan.
- 13.5 No commercial material, such as advertising, shall be distributed or placed for distribution by residents in any common areas.
- 13.6 A resident must not permit a condition to exist within his/her strata lot which will result in wasting, or excessive consumption of, the cold or hot water supply.
- 13.7 A resident must not do anything, or permit anything to be done, that will unreasonably increase the risk of fire or the rate of fire insurance on the building of any part thereof or result in the cancellation or voiding of any insurance policy.
- 13.8 The sidewalks, walkways, passages and driveways of the common property shall not be obstructed or used for any purpose other than entering or exiting from the building, the strata lots and parking areas within the common property. No access doors or common area doors are to be propped open or left in an unlocked position at any time.
- 13.9 A resident or visitor must not do anything on common property likely to damage the plants, bushes, flowers or lawns; and shall not place objects on the lawns so as to damage them or prevent their reasonable growth.
- 13.10 A resident or visitor (other than the fire department) must not install or attach a lock box to any part of the common property.
- 13.11 No cut (live) Christmas trees are permitted anywhere in the complex, including a strata lot. Only potted or fake Christmas trees are allowed.

13.12 **SMOKING**

- (a) For the purposes of this bylaw 13.12, the following definitions apply:
 - (i) "smoke" or "smoking" includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances;
 - (ii) "vape" or "vaping" includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.
- (b) A resident or visitor must not smoke or vape anywhere on or within Strata Plan BCS 3540, including in a strata lot.
- 13.13 The strata council may grant an exemption from the operation of a bylaw or rule in order to accommodate a disability in accordance with the BC *Human Rights Code*.

Part 14 - Garbage/Recycling

14.1 Ordinary household refuse and garbage shall be removed from each strata lot and deposited by a resident in containers provided by the strata corporation for that purpose. Bins are also available for recyclable materials. All garbage shall be plastic bagged and

- tied before depositing. Any materials other than household refuse and garbage shall be removed from the strata plan by, or at the expense of, the applicable resident.
- 14.2 No refuse, garbage or empty beverage containers may be kept or stored in corridors or common areas or on patios or balconies.
- 14.3 Recycle bins should be properly used whenever possible. All residents should take the time to familiarize themselves with the materials acceptable for recycling in each designated bin, i.e., cardboard, mixed paper, newsprint, and mixed containers. If there is any uncertainty about how to use the recycle bins, please ask the building manager for instructions.

Part 15 - Amenity Room - Conditional Use

- 15.1 Use of the Amenity Room is for RESIDENTS of MacPherson Walk East AND THEIR GUESTS ONLY.
- 15.2 Visitors using these facilities must AT ALL TIMES be accompanied by the resident that they are visiting.
- 15.3 There will be no casual use of the Amenity Room. Only private pre-booked parties are permitted.
- 15.4 All bookings of the Amenity Room must have prior approval and must be made with the Building Manager during regular business hours, 5 days in advance.
- 15.5 A \$200.00 refundable CASH damage deposit is required of residents for each booking of a PRIVATE FUNCTION and is due and payable at the time of booking. The deposit is to be submitted to the Building Manager and will be refunded when the room, equipment and contents are left in a clean and undamaged condition.
- 15.6 A non-refundable user fee of \$40.00 for each day of use of the Amenity Room (payable by cheque made out to BCS 3540) is to be submitted to the Building Manager.
- 15.7 Bookings made for the Strata Corporation and/or Council for use of the Amenity Room do not require a deposit or the payment of a user fee.
- 15.8 Bookings for the strata corporation's business will take priority over private bookings and are subject to a one week (7 days) booking rule. Emergency council meetings can be held elsewhere if the Amenity Room has a prior booking.
- 15.9 Proper attire is required at all times in the Amenity Room. The "No Shirt, No Shoes, No Entry" bylaw is adhered to at all times.
- 15.10 No pets or animals are permitted in the Amenity Room, under any circumstances.
- 15.11 No person(s) under the age of 16 years may use the Amenity Room unless accompanied by an adult at all times.
- 15.12 The Amenity Room hours are: Sunday through Thursday between the hours of 9:00 a.m. and 10:00 p.m. and Fridays and Saturdays from 9:00 a.m. to 11:00 p.m. Thursdays

before a holiday Friday, and Sundays before a holiday Monday, the Amenity Room will close at 1:00 a.m.

15.13 A resident or visitor must not prop open the door to the Amenity room.

Security

- 15.14 For security reasons, all visitors to the Amenity Room must be met at the entrance door by a resident. AT NO TIME is the ENTRANCE DOOR to be propped open allowing unrestricted access to the building.
- 15.15 Alcohol is tolerated in the Amenity Room as long as the laws of the Province of British Columbia are complied with.

Equipment Usage/Damage

- 15.16 Any and all Amenity Room equipment (including tables, chairs, coffee urn, etc.) USED FOR PRIVATE FUNCTIONS by residents is not to be removed from the Amenity Room and taken outdoors, nor is it to be borrowed for private purposes.
- 15.17 Any person who either causes damage or notes damage to the Amenity Room facilities, furnishings and/or equipment therein shall immediately report such damage to the building manager (who in turn is to report this to the strata manager) or directly to the strata manager.
- 15.18 Those using tape on the walls of the Amenity Room do so at their own risk. Should paint damage occur, those causing the damage must report it to the strata corporation, and either repair it or be assessed accordingly for it to be repaired by the strata corporation. Repair inspection is at the discretion of the strata council.

Clean-Up

15.19 Following any private functions held by individual residents, the Amenity Room is to be returned to the condition in which it was found and ready for the next users. Furniture and equipment are to be returned to their original positions. The fridge, countertops, cupboards, sink and equipment used must be left in clean condition. All garbage is to be removed from the Amenity Room; and the carpet is to be vacuumed.

PROCEDURE AFTER THE END-OF-EVENT

- 15.20 Both prior to, and after a booked event, the building manager will inspect the Amenity Room in the presence of the booking applicant to determine the condition of the Room, equipment and contents.
- 15.21 After the end-of-event inspection, the decision as to whether the levying of any additional costs for cleaning, repair or replacement necessary to the Amenity Room as a result of a resident's use of the Amenity Room will be at the discretion of the building manager and/or the strata council. Damage and the ultimate repairs will be at the sole discretion of the Strata Council.

Persons breaching these bylaws or the rules regarding the use of a facility are subject to being fined in accordance with the bylaws and/or the removal of privilege of use of the facility in accordance with section 134 of the *Strata Property Act*.

Part 16 - Exercise Room

The Exercise Room is for the exclusive use of residents and their invited guests. In the interests of safety and enjoyment, the following bylaws have been prepared and must be adhered to at all times:

- 16.1 There will be an annual user fee of \$60.00 / strata lot. Access to the gym room will only be granted to those that have paid the annual user fee.
- 16.2 The Exercise Room hours are from 6:00 am to 11:00 pm, seven days a week.
- 16.3 Use of the facilities is for the residents of MacPherson Walk East and their guests only.
- 16.4 The privacy and enjoyment of others using these facilities must be respected at all times.
- 16.5 No pets or animals are permitted in these facilities.
- 16.6 Any and all accidents must be reported immediately to the Building Manager or to the Managing Agent.
- 16.7 Any person(s) causing damage to the facilities must immediately report such damage(s) to the Building Manager or Managing Agent.
- Any person(s) noting a breach of these bylaws, or abuse of the area, is to immediately report the incident to the Building Manager or Managing Agent.
- 16.9 No food or alcoholic beverages are permitted in the Exercise Room.
- 16.10 After a resident or visitor finishes use of a piece of equipment, it must be wiped down by that resident or visitor.
- 16.11 No person(s) under the age of sixteen (16) years may use the Exercise Room, unless accompanied by an adult.

Persons breaching these bylaws or the rules regarding the use of a facility are subject to being fined in accordance with the bylaws and/or the removal of privilege of use of the facility in accordance with section 134 of the *Strata Property Act*.

Part 17 - Common Facilities

17.1 ANY PERSON(S) USING ANY OF THE COMMON FACILITIES DOES SO AT THEIR OWN RISK, AND MUST RELEASE AND INDEMNIFY THE STRATA CORPORATION AND THE MANAGING AGENT FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THESE FACILITIES.

Part 18 - Types of Strata Lots

- 18.1 The Apartment Strata Lots shall be one "type" of strata lot.
- 18.2 The Townhouse Strata Lots shall be another "type" of strata lot.
- 18.3 A contribution to the operating fund which relates to and benefits only the Apartment Strata Lots shall be shared only by the owners of the Apartment Strata Lots. Each Apartment Strata Lot's share of such contribution shall be calculated in accordance with the following formula from section 6.4(2) of the Strata Property Regulation:

unit entitlement of Apartment Strata Lot total unit entitlement of all Apartment Strata Lots x contribution to operating fund

18.4 A contribution to the operating fund which relates to and benefits only the Townhouse Strata Lots shall be shared only by the owners of the Townhouse Strata Lots. Each Townhouse Strata Lot's share of such contribution shall be calculated in accordance with the following formula from section 6.4(2) of the Strata Property Regulation:

unit entitlement of Townhouse Strata Lot total unit entitlement of all Townhouse Strata Lots contribution to operating fund

18.5 In accordance with section 6.4(3) of the Strata Property Regulation and despite bylaws 18.3 and 18.4, each strata lot's share of a total contribution to the contingency reserve fund or a special levy is to be calculated using the following formula:

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unit entitlement of Strata Lot total unit entitlement of all Strata Lots within strata plan contribution to special levy or contingency reserve fund

END OF BYLAWS