

STRATA PROPERTY ACT
FORM B
INFORMATION CERTIFICATE
(Section 59)

The Owners, Strata Plan **VR-464** certify that the information contained in this certificate with respect to Strata Lot **13** is correct as of the date of this certificate.

- (a) Monthly strata fees payable by the owner of the strata lot described above: \$ 296.40
- (b) Any amount owing to the strata corporation by the owner of the strata lot described above (other than an amount paid into court, or to the strata Corporation in trust under section 114 of the Strata Property Act) \$ 0
- (c) Are there any agreements under which the owner of the strata lot described above takes responsibility for expenses relating to alterations to the strata lot, the common property or the common assets? No
- (d) Any amount that the owner of the strata lot described above is obligated to pay in the future for a special levy that has already been approved. \$ 0
- (e) Any amount by which the expenses of the strata corporation for the current fiscal year are expected to exceed the expenses budgeted for the fiscal year. \$ 0
- (f) Any amount in the contingency reserve fund minus any expenditures which have already been approved but not yet taken from the fund. \$ 36,825.29
- (g) Are there any amendments to the bylaws that are not yet filed in the land title office. No
- (h) Are there any amendments to the bylaws passed by a $\frac{3}{4}$ vote or unanimous vote that are required to be filed in the land title office. No
- (i) Has notice been given for any resolutions, requiring a $\frac{3}{4}$ vote or unanimous vote or dealing with an amendment to the bylaws, that have not yet been voted on. No
- (j) Is the strata corporation party to any court proceedings or arbitration, and/or are there any judgments or orders against the strata corporation. No
- (k) Have any notice or work orders been received by the strata corporation that remain outstanding for the strata lot, the common property or the common assets? No
- (l) Number of strata lots in the strata plan that are rented. Five (5)*

*There may be strata lots rented that the Strata Corporation is not aware of.

Date: June 25, 2010



Signature of Strata Manager
Strata Plan VR-464

Assertive Property Management & Real Estate Services Inc.

Balance Sheet (Accrual)
1425 Cypress Street - (vr0464)
May 2010

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ASSETS

Current Assets

1109-0000 Levy Bank Account	33,778.05
1110-0000 Operating Bank Account	10,892.77
1115-0000 Contingency Fund Bank Account	36,825.29
1130-0000 Petty Cash	200.00
Total Cash	81,696.11

1300-0000 Fees Receivable	155.80
1355-0000 Prepaid Insurance	1,893.70
Total Current Assets	83,745.61

Fixed Assets

TOTAL ASSETS	<u>83,745.61</u>
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LIABILITIES & EQUITY

Equity

3200-0000 Contingency Reserve Fund	32,518.49
3210-0000 CRF - Current Approp.	4,237.10
3211-0000 CRF Interest income	69.70
Total Contingency Fund	36,825.29

3313-0010 Lobby Reno. Levy, Op. Bal.	13,354.99
3313-0030 Lobby Reno. Levy, Int.	43.82
Total Lobby Reno. Levy	13,398.81

3431-0000 Boiler Levy, Opening Bal.	15,017.68
Total Boiler Levy	15,017.68

3605-0010 Decking Levy, Op. Bal.	295.80
Total Decking Levy	295.80

3622-0010 Fire Panel Fund, Op. Bal.	5,065.76
Total Fire Panel Fund	5,065.76

4800-0000 Prior Years Net Earnings	405.75
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4810-0000 Current Years Earnings	12,736.52
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Total Equity	83,745.61
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TOTAL LIABILITIES & EQUITY	<u>83,745.61</u>
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**STRATA PLAN VR-464
BUDGET COMPARATIVE
For the 5 months ended May 31, 2010**

MTD Actual	MTD Budget		YTD Actual	YTD Budget	YTD Variance	Total Budget
REVENUE						
9,818.21	9,818.25	5500 Strata Fees Income	49,091.05	49,091.25	0.20	117,819
0.00	0.00	5550 Fines Income	0.00	0.00	0.00	0
0.00	16.67	5555 Moving Fee	0.00	83.33	83.33	200
39.63	25.00	5565 Laundry Income	139.85	125.00	(14.85)	300
0.00	0.00	5570 Miscellaneous Income	0.00	0.00	0.00	0
5.55	8.33	5575 Interest	36.17	41.67	5.50	100
9,863.39	9,868.25	TOTAL REVENUE	49,267.07	49,341.25	74.18	118,419
EXPENSES						
777.00	808.33	6300 Management Fee	3,885.00	4,041.67	156.67	9,700
946.83	1,000.00	6320 Insurance	4,895.90	5,000.00	104.10	12,000
0.00	58.33	6321 Insurance Appraisal (Due Apr/10)	0.00	291.67	291.67	700
1,281.00	683.33	6350 Janitorial Wages	2,562.00	3,416.67	854.67	8,200
97.90	125.00	6380 Miscellaneous	1,123.29	625.00	(498.29)	1,500
2,292.37	1,666.67	6420 Gas	9,047.51	8,333.33	(714.18)	20,000
0.00	458.33	6425 Electricity	425.75	2,291.67	1,865.92	5,500
0.00	500.00	6430 Water	28.23	2,500.00	2,471.77	6,000
0.00	41.67	6435 Recycling	0.00	208.33	208.33	500
195.71	208.33	6450 Garbage	1,061.49	1,041.67	(19.82)	2,500
195.85	291.67	6470 Elevator	941.93	1,458.33	516.40	3,500
0.00	416.67	6485 Boiler/Mech./Generator Mtce.	0.00	2,083.33	2,083.33	5,000
0.00	20.83	6490 Landscaping	393.75	104.17	(289.58)	250
0.00	250.00	6492 Tree Management	0.00	1,250.00	1,250.00	3,000
0.00	16.67	6800 Supplies	0.00	83.33	83.33	200
103.43	133.33	6824 Pest Control	1,505.72	666.67	(839.05)	1,600
850.50	1,666.67	6825 Repairs & Maintenance	3,252.07	8,333.33	5,081.26	20,000
0.00	416.67	6835 HVAC/Plumbing Repairs	456.75	2,083.33	1,626.58	5,000
0.00	166.67	6836 Fire Safety	1,858.31	833.33	(1,024.98)	2,000
0.00	41.67	6839 Garage Door Mtce	84.00	208.33	124.33	500
771.75	50.00	6845 Window Cleaning	771.75	250.00	(521.75)	600
7,512.34	9,020.83	SUB-TOTAL EXPENSES	32,293.45	45,104.17	12,810.72	108,250
847.42	847.42	6995 Transfers to Contingency	4,237.10	4,237.08	(0.02)	10,169
8,359.76	9,868.25	TOTAL EXPENSES	36,530.55	49,341.25	12,810.70	118,419
1,503.63	0.00	NET INCOME	12,736.52	(0.00)	12,736.52	0

y/e Dec.31



ASCENT

REAL ESTATE MANAGEMENT CORPORATION

2176 WILLINGDON AVENUE, BURNABY, BC CANADA V5C 5Z9

Email: ascent@telus.net
Website: www.ascentpm.com

Tel: (604) 431-1800
Fax: (604) 431-1818

To Whom It May Concern:

RE: Bylaws

In case of any discrepancies, the registered copy at the Land Title Office shall be considered the true copy.

Ascent Real Estate Management Corporation

R.S. (Rick) Dickson
President

“CYPRESS WEST”
OWNERS’ STRATA PLAN VR 464

STRATA CORPORATION’S BYLAWS

Adopted November 27, 2001. Registered January 3, 2002. (BT001888)

STRATA PLAN VR 464 – CYPRESS WEST

1425 Cypress Street, Vancouver, BC

BYLAWS

1. Duties of Owners, Tenants, Occupants, and Visitors

a) An owner, tenant, occupant, or visitor, shall:

- i) permit the strata corporation and its agents, at all reasonable times on 48 hours' written notice, except in case of emergency, to ensure safety or prevent significant loss or damage, when no notice is required, to enter his strata lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or common property, or for the annual cleaning of chimneys, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the strata corporation, or for the purpose of ensuring that the bylaws are being observed;
- ii) promptly carry out all work that may be ordered by any competent public or local authority in respect of his strata lot other than work for the benefit of the building generally, and pay all rates, taxes, charges, out-goings and assessments that may be payable in respect of his strata lot;
- iii) repair and maintain his strata lot, including windows and doors, and limited common property allocated to his exclusive use, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;
- iv) use and enjoy the common property, common facilities or other assets of the strata corporation in a manner that will not unreasonably interfere with their use and enjoyment by other owners, their families or visitors;
- v) deposit ordinary household refuse and garbage in the containers provided. Any material other than ordinary household refuse shall be removed from the strata plan property at the expense of, or by, the individual owner or occupant;
- vi) notify the strata corporation within 2 weeks of becoming an owner, of the owner's name, strata lot number, and mailing address outside the strata plan, if any;
- vii) comply strictly with these bylaws, and all other bylaws of the strata corporation, and with rules and regulations adopted from time to time; and
- viii) receive the written permission of the strata council before undertaking alterations that involve:
 - (a) the structure of the building, (including bearing or party walls and plumbing or electrical work within any bearing or party wall);
 - (b) the exterior of the building;

(c) chimneys, stairs, balconies or other things that are attached to the exterior of the building;

(d) doors, windows or skylights 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) those parts of the strata lot which the strata corporation must insure under Section 149 of the Act.

Such permission shall not be unreasonably withheld but the strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

ix) Pay strata fees on or before the first day of the month to which the strata fees relate. If strata fees are not received by the Strata Corporation or the authorized property management company on or before the first day of the month, interest will be levied on the late payment at the rate of 10% per annum, compounded annually, and calculated on a monthly basis commencing on the date the payment was due and continuing until the last day of the month in which it is paid.

x) use strata lot only as a single family residence.

b) An owner, tenant, occupant, or visitor shall not:

i) use his lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a lot, whether an owner or not, or his family;

ii) use a strata lot, the common property or common assets in a way that causes unreasonable noise, is illegal or injurious to the reputation of the building, or is contrary to the purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan;

iii) obstruct or use the sidewalks, walkways, passages, and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;

iv) shake any mops, rugs, or dusters of any kind, nor throw any refuse, out of windows or doors or from the balcony of a strata lot;

v) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic hot water supply or heated water;

vi) allow a strata lot to become unsanitary or a source of odour;

vii) feed any birds or wild animals from a strata lot or anywhere on or in close proximity to the common property. Infraction of this bylaw will result in a fine of \$50.00 each occurrence being levied against the owner's strata lot;

- viii) erect on or fasten to the strata lot, the common property, or any limited common property any antenna or similar structure or appurtenance;
- ix) place any signs, billboards, notices or other advertising matter of any kind on any part of the strata lot without the written consent of the Strata Corporation, except the notice board in the laundry room;
- x) give any keys, combinations, security cards or other means of access to the building, parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot as permitted by these bylaws;
- xi) carry out, or permit to be carried out, any substantial major repairs or adjustments to motor vehicles or other mechanical equipment on the common property;
- xii) not do any act nor alter a strata lot in any manner which in the opinion of the Council will alter the exterior appearance of the building;
- xiii) store any material in the storage room except in the locker assigned to their strata lot.

2. Duties of Strata Corporation

a) The strata corporation shall:

- i) control, manage and administer the common property that has not been designated as limited common property, common facilities or other assets of the corporation for the benefit of all owners;
- ii) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the common property, common facilities or other assets of the corporation;
- iii) maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas, public halls and lobbies;
- iv) maintain and repair, including renewal where reasonably necessary, pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one strata lot or common property;
- v) on the written request of an owner or mortgagee of a strata lot, produce to him or a person authorized in writing by him the insurance policies effected by the corporation and the receipts for the last premiums;
- vi) maintain and repair limited common property to the extent of repairs and maintenance which in the ordinary course of events occurs less often than once a year;
- vii) maintain and repair the structure and exterior of the buildings, including windows, doors, skylights, railings, balconies, and patios which are on the exterior of the building, including the decorating of the whole of the exterior of the buildings;

- viii) collect and receive all contributions toward the common expenses paid by the owners and deposit the same with a savings institution; and
- ix) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the corporation.

3. Powers of strata corporation

a) The strata corporation may:

- i) purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common property, common facilities or other assets of the corporation;
- ii) borrow money required by it in the performance of its duties or the exercise of its powers;
- iii) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
- iv) invest as it may determine in separate accounts money in the fund for administrative expenses, or in the contingency reserve fund;
- v) make an agreement with an owner or occupier of a strata lot for the provision of amenities or services by it to the strata lot or to the owner or occupier;
- vi) designate an area as limited common property and specify the strata lots that are to have the use of the limited common property;
- vii) make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the common property, common facilities or other assets of the corporation;
- viii) do all things necessary for the enforcement of the bylaws and the rules and regulations of the strata corporation, and for the control, management and administration of the common property, common facilities or other assets of the strata corporation, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines and interest for contravention of the bylaws, rules or regulations;
- ix) subject to the Act, determine the levy for the contingency reserve fund which shall be not less than 5% of the total annual budget, until the reserve reaches amount that the strata council considers sufficient, having regard to the type of buildings in the strata plan, and thereafter raise further amounts of replacements of funds from time to time and over a period of time as the strata council thinks fit; and

- x) join any organization serving the interests of strata corporations and assess the membership fee in the organization as part of the common expenses.

4. Strata Council

- a) The powers and duties of the strata corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata corporation.
- b) The council shall be elected by and from among the owners and shall consist of not less than 3 or more than 7 members.
- c) Only one owner of the strata lot shall be a member of the council at any one time.
- d) At each annual general meeting of the strata corporation all the members of the council shall retire from office and the strata corporation shall elect a new council. A retiring member of the council is eligible for re-election.
- e) No person may stand for council or continue to be a council member if the strata corporation is entitled to register a lien against their strata lot under the Act.

5. Vacancies, Quorum, etc.

- a) The strata corporation may, by resolution at an extraordinary general meeting, remove for cause member of the council before expiry of his term of office and appoint another owner in his place, to hold office until the next annual general meeting
- b) 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 from any person eligible to sit on council for the remainder of the term.
- c) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- d) If all members of the council resign or are unwilling or unable to act for a period of 2 months or more, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, Regulations, and the bylaws in respect to the calling and holding of meetings.
- e) A quorum of the council is 2 where the council consists of 4 or less members, 3 where it consists of 5 or 6 members and 4 where it consists of 7 members.

6. Officers and Meetings

- a) At the first meeting of the council held after each annual general meeting of the strata corporation, the council shall elect from among its members a president and vice-president, a

secretary and a treasurer, who shall hold office until the conclusion of the next annual general meeting of the strata corporation or until their successors are elected or appointed.

- b) The president of the council shall have a casting vote in addition to his original vote.
- c) Where the president is absent from any meeting of the council, or vacates the chair during the course of a meeting, or ceases to hold office, the vice president shall act as the president and have all the duties and powers of the president while so acting.
- d) In the absence of both the president and the vice president, the members present shall from among themselves appoint a president for that meeting, who shall have all the duties and powers of the president while so acting.
- e) 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.
- f) At meetings of the council all matters shall be determined by simple majority vote.

7. Council Powers

- a) The council may:
 - i) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member gives the other members not less than 7 days' notice of a meeting proposed by him, specifying the reason for calling the meeting, unless the other members agree to waive the notice;
 - ii) employ for and on behalf of the strata corporation agents and employees as it thinks proper for the control, management and administration of the common property, common facilities or other assets of the corporation and the exercise and performance of the powers duties of the corporation; and
 - iii) subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members, or to a member or committee of members of the strata corporation, or to its manager, those of its powers and duties it thinks proper, and at any time revoke a delegation.

8. Council Duties

- a) The council, or its designated agent, shall keep, in one location, or in the possession of one person, and shall make available on request to an owner or a person authorized by him,
 - i) a copy of the Act and of changes in the bylaws;
 - ii) a copy of special or unanimous resolutions;

- iii) a copy of all the legal agreements to which the corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licenses, easements or rights of way;
 - iv) a register of the members of the council;
 - v) a register of the strata lot owners, setting out the strata lot number, the name of the owner, the unit entitlement, the name and address of any mortgagee who has notified the strata corporation, the name of any tenant or lessee, and a notation of any assignment by the owner to the lessee;
 - vi) the annual budget for each year; and
 - vii) minutes of all general meetings and of all council meetings.
- b) The council or its designated agent shall
 - i) keep minutes of its proceedings;
 - ii) cause minutes to be kept of general meetings;
 - iii) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure take place;
 - iv) prepare proper accounts relating to all money of the corporation, and the income and expenditure of it, for each annual general meeting; and
 - v) on application of an owner or mortgagee, or a person authorized in writing by him, make the books of account available for inspection at all reasonable times.
 - vi) All acts done in good faith by the council are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the council, as valid as if the member had been duly appointed or had duly continued in office.
 - vii) A member of a strata council is not personally liable for an act done in good faith in carrying out his duties as a member of the council.

9. Annual & Special General Meetings

- a) Annual general meetings shall be held once in each year, and not more than 13 months shall elapse between one annual general meeting and the next.
- b) General meetings other than the annual general meetings shall be called extraordinary general meetings.
- c) The strata council may, whenever it thinks proper, and shall on a requisition in writing by owners or mortgagees of 25% of the strata lots, within 2 weeks after the requisition, convene an extraordinary general meeting.

- d) Fourteen days' notice of every general meeting specifying the place, date and hour of the meeting, and in case of special business the general nature of that business, shall be given to all owners and first mortgagees who have notified their interests to the strata corporation. Accidental omission to give notice to an owner or to a first mortgagee or failure to receive the notice by an owner does not invalidate proceedings at the meeting.
- e) All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the strata council, or at an extraordinary general meeting.
- f) Save as in these bylaws otherwise provided, business shall not be transacted at a general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.
- g) One third of the persons entitled to vote present in person or by proxy constitutes a quorum.
- h) If within ½ hour from the time appointed for a general meeting a quorum is not present, the meeting stands adjourned to the same day in the next week at the same place and time. If at the adjourned meeting a quorum is not present within ½ hour from the time appointed for the meeting, the persons entitled to vote present constitute a quorum.
- i) The president of the council shall be the chair of all general meetings. In his absence from the meeting or in case he vacates the chair, the vice president of the council shall act as chairman. In other cases, the meeting shall appoint a chair.
- j) The order of business at general meetings, and as far as is appropriate for extraordinary general meetings, shall be:
 - i) certifying proxies and issuing a voting card for each strata lot represented at the meeting;
 - ii) determining that there is a quorum;
 - iii) electing the chair of the meeting, if necessary;
 - iv) filing proof of notice of meeting or waiver of notice;
 - v) approving the agenda;
 - vi) approving minutes from last annual or special general meeting;
 - vii) unfinished business;
 - viii) receiving reports of committees;
 - ix) ratifying any new rules made by the strata corporation under section 125 of the Act;
 - x) reporting on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - xi) approving the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;

- xii) dealing with new business;
- xiii) electing a strata council, if necessary; and
- xiv) adjournment.

10. Voting at Meetings

- a) At a general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is requested by an owner present in person or by proxy. A request for a poll may be withdrawn.
- b) Unless a poll is requested, a declaration by the chair that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- c) A poll, if demanded, shall be taken in whatever manner the chair thinks proper, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was requested.
- d) In the case of equality in the votes, whether on a show of hands or on a poll, the chair of the meeting is entitled to a casting vote in addition to his original vote
- e) On a show of hands, an owner shall indicate his vote by showing his voting card. On a show of hands or on a poll, votes may be given either personally or by proxy.
- f) Except in cases where, under the Act, a unanimous resolution is required, an owner is not entitled to vote at a general meeting if the strata corporation is entitled to register a lien against the strata lot.
- g) Where owners are entitled to successive interests in a lot, the owner entitled to the first interest is alone entitled to vote whether on a show of hands or a poll.
- h) An owner who is a trustee is entitled to exercise the vote for the lot. The persons beneficially interested may not vote.

11. Proxies

- a) An instrument appointing a proxy shall be in writing signed by the appointer or his attorney, and may be either general or for a particular meeting.
- b) A proxy need not be an owner.
- c) Notwithstanding the provisions of these bylaws on appointment of a proxy, where the owner's interest is subject to a registered mortgage and where the mortgage provides that the power of vote conferred on an owner under this Act may be exercised by the mortgagee and where the mortgagee

has given written notice of his mortgage to the corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his presence at the calling of the roll and he, rather than the owner, shall be issued a voting card.

12. Financial

- a) The fiscal year of the strata corporation shall be January 1st to December 31st.
- b) Prior to the 1st day of December of each fiscal year, the strata corporation, at its annual general meeting, shall approve by a majority vote an operating budget for the next fiscal year, which shall include all anticipated operating expenses and the allocation to the contingency reserve fund.
- c) In preparing and approving the budget, the strata corporation may deduct any surplus accumulated from the preceding operating budget. Any anticipated deficit from the preceding operating budget shall be carried forward to the next fiscal period for recovery.
- d) Each strata lot owner's contribution to the operating expenses and any special levies approved at an annual general meeting or special general meeting shall be levied in accordance with the unit entitlement of their strata lot.
- e) Prior to the 15th day of December, each owner shall be notified in writing, by mail or hand delivery, of his/her strata fees and/or special levies based upon unit entitlement of the budget which has been approved, subject to paragraph
- f) If the owners cannot agree upon a budget at the annual general meeting, the meeting shall be adjourned for one (1) week to permit revisions to be constructed, and the revised budget shall be voted upon at the re-convened annual general meeting. This procedure shall be followed until a budget has been approved; thereupon the owners shall be notified of their monthly assessment.

13. Violation of Bylaws

- a) An infraction or violation of these bylaws or any rules and regulations established under them on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the strata corporation. Any costs or expenses so incurred by the corporation shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the costs or expense are incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of payment of the monthly assessment.
- b) The strata corporation may recover from an owner by an action for debt in a court of competent jurisdiction money which the strata corporation is required to expend as a result of an act or omission by the owner, his employees, agents, invitees or tenants, or an infraction or violation of these bylaws or any rules or regulations established under them.

- c) The strata corporation may fine an owner or tenant a maximum of:
 - i) \$200 for each contravention of a bylaw; and
 - ii) \$50 for each contravention of a rule.
- d) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- e) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with reasonable opportunity to answer the complaint (including a hearing, if requested) , be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied. For each additional month that such default continues, a fine of \$25.00 will be levied.
- f) Additional assessment, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act and these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may register a lien against such separate component.
- g) Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against any 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 ¾ vote.

14. Notices

- a) Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under this Act or under these bylaws shall be well and sufficiently given if mailed to the owner at the address of his strata lot and if left with him or some adult person at that address.
- b) A notice given by post shall be deemed to have been given 48 hours after it is posted.
- c) An owner may at any time in writing advise the corporation of a change of address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the giving of notices.

- d) The word "notice" shall include any request, statement or other writing required or permitted to be given by the strata corporation to the owner of the strata lot.

15. Corporate Common Seal

- a) The strata corporation shall have a common seal, which shall not be used except by authority of the council previously given and in the presence of the members of the strata council or at least two members of it, who shall sign every instrument to which the seal is affixed. Where there is only one member of the strata corporation, his signature is sufficient for the purpose of this section, and, if the only member is a corporation, the signature of the appointed representative on the strata council shall be sufficient for the purpose of this section.

16. Pets

- a) An owner, tenant, or occupant shall be entitled to keep one, but not more than one, domestic pet in a strata lot unless another pet is approved in writing by the strata council. An owner, tenant, or occupant that keeps a pet must comply with these bylaws and any rules enacted by the strata council on behalf of the strata corporation. Unless specifically approved by the strata council, the weight of any pet will not exceed 20 kilograms (44 lbs.).
- b) An owner of a dog or cat shall attach a collar to the pet with a tag identifying the owner.
- c) An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.
- d) An owner, tenant or occupant whose guest or invitee brings an animal onto the common property shall insure the guest or invitee complies with all the requirements of these bylaw 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.
- e) No owner, tenant, or occupant shall permit their pet to interfere with any other person, pet or object or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
- f) If any owner, tenant, or occupant violates any provision of these bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance the strata council may, by written notice to such owner, tenant or occupant cause such owner, tenant, or occupant to have the pet removed from the strata lot within thirty days of receiving such notice.

17. Damage to Property

- a) Anyone found doing malicious damage to the common property of the Cypress West, Strata Plan VR 464, will be liable for all costs involved in the repairs. "Malicious damage" in this context is also to include damage to automobiles, trailers, trucks, etc., of owners, visitors, and guests parked on the common property.
- b) Owners, tenants, or occupants are responsible for their guests' behaviour while they are on the premises. Any damage is to be made good by the resident.

18. Rental Restrictions

- a) Subject to the provisions of this bylaw, strata lots shall be owner-occupied only, with the following considerations and exceptions:
 - i) At any given time up to 5 strata lots may be leased for terms of not less than one year, and the procedure to be followed by the strata corporation in administering this limit will be as follows:
 - 1) Any owner wishing to rent a strata lot must make an application in writing to the council.
 - 2) Approvals will be granted by council on a first-come first-served basis in the order of the dates such applications are received by council.
 - 3) The council will consider each application upon receipt and will respond to each application in writing within one week of receipt.
 - 4) Upon acceptance of an application to rent, an owner must enter into a lease of a strata lot within 3 months from acceptance by the council or the acceptance will automatically be revoked and the council will be entitled to advise the owner next following on the list that their application to rent their strata lot has been approved.
 - 5) An owner may continue to lease the strata lot until the earlier of the date such owner moves into the strata lot to take occupancy and the date the strata lot is sold by the owner to a third party.
 - ii) Notwithstanding paragraph (i), where cases of undue physical or financial hardship of a personal nature arise, an owner may make a written request to council for permission to rent a strata lot for a limited period of time, and where the council has been provided with evidence that undue hardship will result if limited rental approval is not granted, the council shall not unreasonably withhold permission for limited rental.
 - iii) This bylaw does not apply to prevent the rental of a strata lot to a member of the family of the owner, being the spouse of the owner, or a parent or child of the owner or the

spouse of the owner where "spouse" includes an individual who has co-habited with the owner for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

- iv) The owner is responsible for the actions of the tenant and must ensure that the tenant receives a copy of all bylaws and rules and complies with them.
- v) The strata corporation is entitled to impose a fine of up to \$500.00 for a contravention of this bylaw, and may impose such fine for a continuing contravention every seven days.
- vi) Each owner will be entitled to one free move-in and one free move-out. Any moves-in or out in addition to the free allowance shall be assessed an amount of \$100.00 on the account of the strata lot to which the move relates. This assessment shall be added to the owner's account and be due and payable within 30 days.

19. Parking

- a) Each unit is entitled to one (1) parking stall in which they may park one (1) vehicle or two (2) vehicles in stall numbers 15, 16, 24 and 25, which must be in operating condition.
- b) A parking stall is not to be rented or leased to a non-resident.
- c) Any automobile dripping excessive oil or fuel may not be parked on any common property until it is repaired. Owners are responsible for the cost of clean up of any spills or leaks occurring in the parkade.
- d) A parking stall shall not be used for storage of any material.
- e) All automobiles parked in assigned parking spaces must exhibit proof of insurance and if not licensed, must have proof of liability insurance posted on the inside of the driver's or passenger's window.
- f) Unless otherwise authorized by the strata corporation, only private passenger vehicles shall be parked on common property and those shall be parked in the designated or assigned parking spaces only. Without the approval of the strata corporation, no motor vehicle, trailer or boat equipment of any kind shall be parked on any common property. No motor driven vehicle shall be driven on any part of the common property other than on driveways.

20. Exterior Alteration

- a) An owner shall not undertake any alteration in any common property or limited common property without performing the following:
 - i) Obtaining development and building permits from the appropriate government regulatory authorities;
 - ii) Providing copies of all permits obtained to the strata council;

- iii) Obtaining the consent of the owners by way of a special resolution;
 - iv) Assuring that all contractors engaged provide certificates of substantial Contractors Liability (at least \$1,000,000.00).
- b) An owner undertaking any alterations to common property or limited common property shall agree to enter into a written undertaking with the strata corporation, subject to ratification of the owners by special resolution, which shall include the following terms:
- i) All alterations done will be in accordance with the design approved by the strata council or its duly authorized representative(s).
 - ii) The standard of quality of the work and materials of the alteration shall in no event be less than that of the existing structures.
 - iii) All work done and materials provided for the alteration will be at the sole expense of the strata lot owner requesting approval of the alteration.
 - iv) The owner and each subsequent owner of the strata lot receiving the benefit of the alterations shall be responsible for all present and future maintenance, repair and replacement: increase in insurance, and any damage suffered or cost incurred by the strata corporation in excess of any proceeds received and paid to the strata corporation from an insurance policy as a result, directly or indirectly, of the alteration.
 - v) An indemnification and save harmless clause as outlined in sub-bylaws (c) and (e) of these bylaws.
- c) An owner who alters common property or limited common property, and any owner subsequent on title who receives the benefit of such alteration, shall indemnify and save harmless the strata corporation, its council members, employees and agents from any and all claims 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 claims or demands shall be the responsibility of the owner who has benefited from the alterations and the said costs and expenses incurred shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the month next following the date upon which the costs or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the date of payment of the monthly assessment.
- d) An owner who has altered common property or limited common property prior to the passage of these bylaws shall be subject to their content and intent, to the extent that any damages suffered or cost incurred by the strata corporation as a result of the alteration, directly or indirectly, shall be borne by the owner who has benefited from the alteration.
- e) An owner who, subsequent to the passage of this bylaw, alters common property or limited common property without adhering strictly to these bylaws, shall restore the common property or limited common property, whichever the case might be, to which condition prior to the alteration at the sole expense of that owner. If the owner refuses or neglects to restore the altered property to its original condition, then the strata corporation shall conduct the restoration at the expense of the

owner who has altered the property. The cost of such restoration shall be added to and become a part of the assessment of that owner for the month next following upon the date on which the cost was incurred, and shall become due and payable on the date of payment of the monthly assessment.

- f) Any costs due to the strata corporation pursuant to sub-bylaws (c) and (e) of this bylaw shall, be considered common expenses and subject to a Form B certificate.

21. Earthquake Insurance Deductible

- a) Where the strata corporation is required to repair, replace and/or maintain any portion of the common property, common facilities, assets, including strata lots comprised in the building(s) (the "Property") that are usually the subject of insurance pursuant to Part 9 of the Strata Property Act and whereas the strata corporation is subject to an insurance deductible greater than five (5) percent of the insured value of the Property, in the event of damage to the Property caused by an earthquake the strata corporation shall levy a special assessment upon all owners of the strata corporation in proportion to the respective unit entitlement of each owner's strata lot in an amount equivalent to the deductible or such lesser amount as may be required to complete all repairs to and replacement of the Property as necessary.
- b) In the event of an earthquake, the special assessment shall immediately become due and payable in full and any owner who sells, conveys or transfers his/her title, including a re-mortgage, shall pay the full amount outstanding. As a matter of financial convenience only, the owners may pay the special assessment over a period of six (6) months, such payments to be equally divided and commencing on the first day of the month following declaration of this bylaw by the strata council or any duly appointed administrator in lieu of the strata council. Any installment not made on the first of each month shall be assessed a fine of \$100.00. The strata corporation may further add interest charges.
- c) This special assessment shall be considered as part of the common expenses of the strata corporation.

22. Insurance Deductible Bylaw

- a) Where a claim has been made against the insurance policy of Strata Plan VR-464 which is attributable to damage caused by a strata lot owner (or his/her tenants, guests or invitees) and originating within that owner's strata lot, the owner of that strata lot shall be charged the amount of the deductible charged by the insurer to the strata corporation plus any expenses relating to the event which the insurance adjuster deems are not covered by the strata corporation's policy, such charge to be added to that strata lot owner's next regular monthly assessment.
- b) Where expenses result from such an event and no claim is made on the policy, the owner shall be assessed any and all expenses incurred by the strata attributable to this damage, such charge to be added to that strata lot owner's next regular monthly assessment.

23. Special Assessments or Levies

- a) Where the strata corporation requires money to meet its obligations and where such monies are not included in the annual operating budget of the strata corporation pursuant to section 35 of the Strata Property Act of British Columbia, and where such monies are not available in the contingency reserve fund of the strata corporation, the strata corporation shall have the authority to raise by special resolution of the owners a special assessment or levy upon the owners in proportion to unit entitlement for the individual strata lots.