

STRATA PLAN VR 178 – “THE LAMPLIGHTER”

BYLAWS

These Bylaws have been consolidated for convenience only and include all amendments to the text up to March 18, 2016. For legal purposes, you should obtain a true copy of the Bylaws from the Land Title Office.

Original Bylaws approved on October 3, 2001 (Registered: October 25, 2001 – BR183-176)

Section 29 amended April 5, 2006

Section 40 amended February 6, 2008

Section 39 amended February 6, 2012

Section 39.4 amended March 11, 2013 (Registration # CA3026919)

Section 44.14 added February 5, 2014 (Registration # CA3626481)

Sections 11.2 and 11.3 added, 40.2 to 40.7 amended, 40.8 to 40.11 added, Division 45 added and 9.8 amended and 9.9 to 9.16 added March 6, 2015 (Registration # CA4270061)

Section 27.1 amended February 10, 2016 (Registration # CA5047081)

PREAMBLE

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant.

DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1 COMPLIANCE WITH BYLAWS AND RULES

- 1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

2 PAYMENT OF STRATA FEES AND SPECIAL LEVIES

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge 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 \$50.00 for each contravention of bylaw 2.1.
- 2.3 An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account.

- 2.4 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 2.3 is a contravention of bylaw 2.3 and the strata corporation will levy a fine of \$50.00 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to an administration charge of \$25.00.
- 2.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.6 Failure to pay a special levy on the due date will result in a fine of \$200.00 for each contravention of bylaw 2.5.
- 2.7 Where an owner fails to pay a special levy in accordance with bylaw 2.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

3 REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

- 3.1 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.
- 3.2 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.

4 USE OF PROPERTY

- 4.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable 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
 - (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.
- 4.2 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 section 149 of the Act.
- 4.3 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.

- 4.4 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws 4.1, 4.2 and 4.3, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

5 PETS AND ANIMALS

- 5.1 Except as expressly permitted pursuant to this bylaw, no animal, livestock, fowl, or domestic pets (hereafter referred to as pets or animals) shall be kept in any strata lot. (NOTE: pets or animals in residence at the passing of the former bylaw 134 and registered in accordance with that bylaw continue to be grandfathered pursuant to s. 123 of the *Strata Property Act*).
- 5.2 The strata corporation may levy a fine of up to \$200.00 against the strata lot for each contravention of bylaw 5.1. In the case of a continuing contravention, the strata corporation may levy an additional fine of up to \$200.00 against the strata lot, for each ten day period during which the contravention continues.
- 5.3 Despite bylaw 5.1, any person with a disability, as defined in the *Guide Animal Act*, R.S.B.C. 1996, c. 177 (the "*Guide Animal Act*") may keep a guide animal (as defined in the *Guide Animal Act*) in a strata lot with rights of access over, on and through the common property.
- 5.4 If requested by the strata corporation, a person seeking to keep a guide animal will deliver to the strata corporation a certificate issued pursuant to section 7 of the *Guide Animal Act* and register the guide animal in accordance with bylaw 5.6.
- 5.5 A resident or visitor must ensure that a pet or animal, or guide animal is leashed or otherwise secured when on the common property or on land that is a common asset.
- 5.6 A resident must register a pet or animal or guide animal with the council within 30 days of the pet or animal or guide animal residing on a strata lot by providing, in writing, the name, breed, colour, sex, of the pet, animal or guide animal together with the name, strata lot number and telephone number of the owner and the licence number of the pet, animal or guide animal, where a licence is required.
- 5.7 A resident or visitor must not permit a loose or unleashed pet, animal or guide animal at any time within on the common property or on land that is a common asset. A pet or animal found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner.
- 5.8 A resident must not keep a pet or animal which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet or animal which, in the opinion of council, is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet or animal to be removed permanently from the strata lot, the common property or common asset or all of them.

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- 5.9 A resident who contravenes bylaw 5.8 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- 5.10 A pet or animal owner must ensure that the pet or animal is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- 5.11 The cost of any repair to or replacement of any common property damaged by a pet or animal or guide animal will be charged to the owner of the strata lot where the pet or animal or guide animal resides.
- 5.12 A resident must not leave pets or animals unattended in a strata lot for a period exceeding 24 hours and must provide medical treatment, shots or inoculations for the pets or animals or guide animal as required by the bylaws of the City of Vancouver.
- 5.13 A strata lot owner must assume all liability for all actions by a pet or animal or guide animal, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such actions.

6 INFORM STRATA CORPORATION

- 6.1 An owner must notify the strata corporation of:
- (a) within two weeks of becoming an owner; the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any; and
 - (b) any mortgage or other dealing in connection with the strata lot within two weeks of such mortgaging or other dealing.
- 6.2 On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.

7 OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT

- 7.1 An owner must obtain the written approval of the strata corporation at least forty (40) days before making or authorizing an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;

- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
 - (h) wiring, plumbing, piping, heating, air conditioning and other services.
- 7.2 The strata corporation must not unreasonably withhold its approval under bylaw 7.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.
- 7.3 An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

8 OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY

- 8.1 An owner must obtain the written approval of the strata corporation at least forty (40) days before making or authorizing an alteration to common property, including limited common property or common assets.
- 8.2 An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:
 - (a) submit, in writing, detailed plans and description of the intended alteration;
 - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
 - (c) obtain the consent of the owners by written approval of the strata council under bylaw 8.1.
- 8.3 The strata corporation may require, as a condition of its approval, that the owner agree, 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 shall have been 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 shall 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 shall become due and payable on the due date of payment of monthly strata fees.
- 8.4 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall 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.
- 8.5 An owner who, subsequent to the passage of bylaws 8.1 to 8.3 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the 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 alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall 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.

9 RENOVATIONS/ALTERATIONS

- 9.1 An owner must give the council or council's designated representative two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.
- 9.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 9.3 An owner must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby except where impractical.
- 9.4 A resident must be responsible to ensure:
 - (a) drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and

- (b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed daily.
- 9.5 An owner must ensure that the hours of work are restricted to 9:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the council at least five business days before the holiday date.
- 9.6 An owner must be in attendance for all SIGNIFICANT renovations/alterations, the determination of SIGNIFICANT shall be in the discretion of the council.
- 9.7 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.
- 9.8 All permissions for alterations to the property are done subject to the Owner's consent with the Terms and Conditions outlined in the approval letter.
- 9.9 The Owner will be asked to sign the consent letter and send it back to the Management before the work commencement.
- 9.10 Unit Owner is responsible for confirming the requirement for and / or obtaining municipal permit(s), inspections, licenses and approvals from the City of Vancouver, and / or approvals from any other regulatory authorities, if required, and provide said copies to the Strata Corporation care of the Managing Agent.
- 9.11 Owners be aware of the possibility of asbestos containing materials in the suite. Unit Owner is responsible for ensuring that proper asbestos testing is done before disturbing any materials, which may potentially contain asbestos, including but not limited to drywall, ceiling, linoleum, tiles, etc. If the result of testing is positive the Unit Owner is responsible for obtaining and following asbestos abatement procedures approved by WorkSafe of BC and/or any other regulatory authorities. All asbestos containing materials must be disposed of in accordance with the Hazardous Waste Regulation at the Suite Owner expense. Unit Owner may be held responsible in the case of his/her contractor's failure to handle asbestos containing materials properly. The Strata Corporation will request a copy of the approved documentation from WorkSafe BC for any work which may disturb the asbestos containing materials.
- 9.12 No alteration to common ventilation, drainage, piping, wiring or building structure is permitted unless appropriate municipal permit(s), licenses and approvals from the City of Vancouver, and / or approvals from any other regulatory authorities, if required, are obtained and said copies are provided to the Strata Corporation care of the Managing Agent.
- 9.13 Unit Owners are asked to ensure that the installation of new or replacement of hard floor surfacing is completed in accordance with the Standards approved by Council from time to time.
- 9.14 All replacement flooring shall be manufactured of materials of a type, which will minimize noise transmission to the strata lots adjacent to and/or immediately below the strata lot in which the material is laid. A written permission must be obtained from the Strata Council for use of the materials being proposed.

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- 9.15 All flooring materials must be installed with acoustic underlay with Sound Transmission Class rating of 70 db or higher with the test method ASTM E-492-90 and Impact Insulation Class rating of 70 db or higher with the test method ASTM E-90-02. If the thickness of the floor material is less than 12 mm then acoustic underlay with Sound Transmission Class rating of 72 db or higher with the test method ASTM E-492-90 and Impact Insulation Class rating of 72 db or higher with the test method ASTM E-90-02 should be installed. Ceramic tile, slate or similar flooring may only be installed in the kitchen, bathroom (s), and unit entryways.
- 9.16 An owner in contravention of any of bylaws 9.1 to 9.15 (inclusive) shall be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

10 PERMIT ENTRY TO STRATA LOT

- 10.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
 - (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act;
 - (ii) to ensure a resident's compliance with the Act, bylaws and rules; or
 - (iii) for the purpose of eradicating pests and vermin.
- 10.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation.
- 10.3 The notice referred to in bylaw 10.1(b) must include the date and approximate time of entry, and the reason for entry.

POWERS AND DUTIES OF STRATA CORPORATION

11 REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

- 11.1 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. patios, chimneys, stairs, balconies 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 common property;
 - E. fences, railings and similar structures that enclose patios, balconies and yards;
 - (d) a strata lot, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) patios, chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.
- 11.2 For safety reasons the Strata Corporation may arrange for replacement of failed heat or smoke detectors, speakers, lights and other in-suite fire safety equipment in the Strata Lot as soon as a deficiency is discovered at the Strata Corporation's expense. The Owner is responsible to report any failed fire safety equipment to the Strata Corporation as soon as possible.
- 11.3 Strata Corporation will arrange for repairs of baseboard heating including baseboard heaters, heating pipes, heating valves and actuators.

COUNCIL

12 COUNCIL SIZE

- 12.1 The council must have at least 3 and not more than 7 members, at least 4 of whom must reside in the building.

13 COUNCIL ELIGIBILITY

- 13.1 No person may stand for councilor 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 section 116(1) of the Act.
- 13.2 No person may stand for councilor continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.

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- 13.3 No person may stand for councilor continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

14 COUNCIL MEMBERS' TERMS

- 14.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 14.2 A person whose term as council member is ending is eligible for reelection.

15 REMOVING COUNCIL MEMBER

- 15.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by a two-thirds (2/3) vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed. In this bylaw 15.1, a 2/3 (two-thirds) vote means a vote in favour of a resolution by at least 2/3 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.
- 15.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 15.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.
- 15.4 The council may appoint the remaining council members necessary to achieve a quorum for the strata corporation, even if the absence of the members being replaced leaves the council without a quorum.
- 15.5 A replacement council member appointed pursuant to bylaws 15.2 or 15.4 may be appointed from any person eligible to sit on the council.

16 REPLACING COUNCIL MEMBER

- 16.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 16.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 16.3 The council may appoint a council member under bylaw 16.2 even if the absence of the member being replaced leaves the council without a quorum.

- 16.4 If all the members of the council resign or are unwilling or unable to act, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

17 OFFICERS

- 17.1 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, a vice president, a secretary and a treasurer.
- 17.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 17.3 The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act,
 - (b) if the president is removed, or
 - (c) for the remainder of the president's term if the president ceases to hold office.
- 17.4 The strata council may vote to remove an officer.
- 17.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the council members may elect a replacement officer from among themselves for the remainder of the term.

18 CALLING COUNCIL MEETINGS

- 18.1 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.
- 18.2 The notice in bylaw 18.1 does not have to be in writing.
- 18.3 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.
- 18.4 Bylaw 14(4) of the Schedule of Bylaws to the Act does not apply to the strata corporation.

19 REQUISITION OF COUNCIL HEARING

- 19.1 By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request.

19.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 19.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.

19.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the date of the hearing.

20 QUORUM OF COUNCIL

20.1 A quorum of the council is

- (a) 1, if the council consists of one member,
- (b) 2, if the council consists of 2, 3 or 4 members,
- (c) 3, if the council consists of 5 or 6 members, and
- (d) 4, if the council consists of 7 members.

20.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

21 COUNCIL MEETINGS

21.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

21.2 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.

21.3 If a council meeting is held by electronic means, council members are deemed to be present in person.

21.4 Owners and spouses of owners may attend council meetings as observers.

21.5 Despite bylaw 21.4, no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

22 VOTING AT COUNCIL MEETINGS

22.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.

22.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

22.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

23 COUNCIL TO INFORM OWNERS OF MINUTES

23.1 The council must circulate to or post for owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

24 DELEGATION OF COUNCIL'S POWERS AND DUTIES

24.1 Subject to bylaws 24.2, 24.3 and 24.4, 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.

24.2 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 24.3.

24.3 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.

24.4 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.

25 SPENDING RESTRICTIONS

25.1 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.

25.2 Bylaw 21(2) of the Schedule of Bylaws to the Act does not apply to the strata corporation.

26 LIMITATION ON LIABILITY OF COUNCIL MEMBER

26.1 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.

26.2 Bylaw 26.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

26.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

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ENFORCEMENT OF BYLAWS AND RULES

27 FINES

- 27.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant maximum:
- (a) *\$200.00 for each contravention of a bylaw, and*
 - (b) *\$50.00 for each contravention of a rule*
 - (c) *Notwithstanding Bylaw 27.1(a), for the contravention of Bylaw 42.1, 42.2 or 42.3 respecting rentals, the strata corporation may fine an owner up to a maximum of \$500.00 for each contravention.*
- 27.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable, together with the strata fees for the strata lot in the next month following such contravention.

28 CONTINUING CONTRAVENTION

- 28.1 Except where specifically stated to be otherwise in these bylaws, 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.

ANNUAL AND SPECIAL GENERAL MEETINGS

29 QUORUM OF MEETING

- 29.1 If within 15 minutes from the time specified for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum. This bylaw 29.1 is an alternative to section 48(3) of the Act only, and does not apply to a meeting pursuant to section 43 of the Act. A meeting demanded pursuant to section 43 that does not quorum, terminates and does not adjourn or continue after 15 minutes.
- 29.2 A quorum for an annual or special general meeting is eligible voters holding 20% of strata corporation's votes, present in person or by proxy.

30 PERSON TO CHAIR MEETING

- 30.1 Annual and special general meetings must be chaired by the president of the council.
- 30.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 30.3 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, eligible to vote, who are present at the meeting.

31 PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS

- 31.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

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31.2 Persons who are not eligible to vote, may not participate in the discussion at a meeting.

31.3 Tenants who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

32 VOTING

32.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

32.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.

32.3 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.

32.4 At an annual or special general meeting, voting cards must be issued to eligible voters.

32.5 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.

32.6 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.

32.7 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.

32.8 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.

32.9 Despite anything in bylaws 32.1 to 32.8 (inclusive), an election of councilor removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

33 ORDER OF BUSINESS

33.1 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;

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- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

VOLUNTARY DISPUTE RESOLUTION

34 VOLUNTARY DISPUTE RESOLUTION

34.1 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 Act, the regulations, the bylaws or the rules.

34.2 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.

34.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

SMALL CLAIMS COURT PROCEEDINGS

35 AUTHORIZATION TO PROCEED

These Bylaws have been consolidated for convenience only and include all amendments to the text up to March 18, 2016. For legal purposes, you should obtain a true copy of the Bylaws from the Land Title Office.

- 35.1 The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

MARKETING ACTIVITIES BY OWNERS AND OCCUPANTS

36 SALE OF A STRATA LOT

- 36.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.

INSURANCE

37 INSURING AGAINST MAJOR PERILS

- 37.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation. earthquakes.

STORAGE

38 STORAGE LOCKERS AND BICYCLE STORAGE

- 38.1 A resident must store bicycles and tricycles only in basement parking areas, the bicycle rack and storage lockers.
- 38.2 A resident must not store any hazardous or flammable substances in storage lockers.

PARKING

39 PARKING

- 39.1 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, limited common property or land that is a common asset.
- 39.2 A resident must not store unlicensed or uninsured vehicles on the common, limited common property or on land that is a common asset.
- 39.3 A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.
- 39.4 An owner must not sell, lease or license parking stalls as they are part of common property of the strata corporation.
- 39.5 A resident must park only in the parking stall assigned to the resident.

- 39.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
- 39.7 Any resident's vehicle parked in violation of bylaw 39.6 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 strata lot.
- 39.8 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.
- 39.9 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- 39.10 A resident or visitor must not smoke while in the parking area including inside a vehicle.
- 39.11 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.
- 39.12 A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue.

MOVING

40 MOVING IN/OUT PROCEDURES

- 40.1 An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by council from time to time.
- 40.2 An Owner or Resident must make a pre-arranged appointment for a move or delivery time by contacting a Caretaker or Management and this appointment must be confirmed with a Caretaker or Management a minimum of 48 hours in advance, having regard to the convenience of all concerned and noise abatement. A Resident must provide a contact name, phone number and other details when scheduling the required appointment.
- 40.3 All deliveries and moving of big items must be booked with the Caretaker or Management a minimum of 48 hours in advance unless the delivery or the item is small enough and can be carried by one person without usage of any moving equipment.
- 40.4 Moves and deliveries are restricted to hours from 9:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays. Only one move or delivery can be conducted at a booked time.
- 40.5 Elevator pads must be installed prior to the moving of items in or out or delivery taking place and the ELEVATOR SERVICE KEY must be used to control the elevator doors. The elevator doors should not be jammed open in any manner.
- 40.6 Residents must govern the movement of the mover / delivery person (s) and ensure that common area doors are not left open, ajar or unattended and that items and furniture is not piled in the hallway area to restrict movements and passageway.

- 40.7 A Resident must participate in common property inspections prior to and after the move or delivery and to sign the Common Property Condition Inspection Form. Pictures of common property, before and after the move or delivery, may be taken by a Caretaker.
- 40.8 A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move. Any damage caused by an Owner, Occupant, Tenant, or his, her or its Agents while moving items in or out of a Strata Lot shall be the sole responsibility of the Owner of the Strata Lot.
- 40.9 A resident contravening any of bylaws 40.1 to 40.8 (inclusive) shall be subject to a fine of \$200.00.
- 40.10 Where an Owner (the "Responsible Owner") or an Owner's Tenant, Guest, Agent or Invitee is responsible for loss or damage to Insured Property (the "Damage") the Strata Corporation may:
- a) make a claim with its insurer for the cost to repair the Damage (the "Repair Costs");
 - b) repair the Damage as soon as possible;
 - c) deliver a written notice to the Responsible Owner of the amount of the Repair Costs and charge it back to the Responsible Owner's strata account.
- 40.11 If the Repair Costs exceed \$500.00 two quotations will be obtained.

APPEARANCE OF STRATA LOTS

41 CLEANLINESS

- 41.1 A resident must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.
- 41.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.

RENTALS

42 RESIDENTIAL RENTALS

- 42.1 An owner who leases a strata lot must not enter into a lease for a term of less than one month.
- 42.2 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- 42.3 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 Act.

- 42.4 An owner whose tenant requires a parking stall must make a written request to the resident manager, enclosing the first month's parking stall rental fee, before a parking stall will be assigned. The owner of the strata lot is responsible for payment of monthly parking stall fees until receipt by the strata corporation of a written cancellation notice.
- 42.5 A resident contravening any of bylaws 42.1 to 42.4 (inclusive) shall be subject to a fine of \$200.00.

VISITORS AND CHILDREN

43 CHILDREN AND SUPERVISION

- 43.1 Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the rights of quiet enjoyment of others.
- 43.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the quiet enjoyment of others.
- 43.3 Residents are responsible to assume liability for and properly supervise activities of children including, but not exhaustively, bicycling, skateboarding and hockey.

MISCELLANEOUS

44 MISCELLANEOUS

- 44.1 A resident or visitor must not smoke on common property.
- 44.2 A resident or visitor may use or store a barbecue on a balcony only.
- 44.3 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 44.4 A resident or visitor must not wear or use inline skates and skateboards **ANYWHERE** in the building, including a strata lot.
- 44.5 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.
- 44.6 Subject to bylaw 36.1, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 44.7 A resident may post notices on the designated bulletin board, subject to being removed by council if deemed inappropriate or posted for in excess of one week.
- 44.8 A resident or visitor must not shake rugs, carpets, mops, or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.

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- 44.9 A resident must ensure that drapes or blinds visible from the outside of the building are cream or white in colour and must not erect awnings or shades over windows or cover windows with aluminum foil, without the prior, written consent of council.
- 44.10 A resident must ensure that no air conditioning units, laundry, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 44.11 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories and barbecues.
- 44.12 No Owner, Tenant, Occupant or Invitee is allowed on any roof or balcony edges at any time. Additionally, all items must be kept within the assigned strata lot deck or patio; no personal belongings are allowed to remain on any landscaped areas or other common property without prior written consent of Council.
- 44.13 No materials, items, refuse, substances, especially burning materials such as cigarettes or matches, shall be thrown out or permitted to fall out of any window, door, or other part of the Strata Lot or common property. An Owner in contravention of Bylaw 44.13 shall be subject to a fine of \$200.00.
- 44.14 No Owner, Tenant, Occupant or Invitee is allowed to feed or attract animals on the Premises, including but not limited to pigeons, seagulls, birds, rodents, squirrels, raccoons or other wild animals or insects. No bird feeder of any kind is permitted on balconies, patios, common property or land that is a common asset.

PARKING RENTALS

45 PARKING RENTALS

- 45.1 An Owner wishing to use a parking stall in the underground parking (for himself/herself or his/her tenant, occupant or invitee) must make a written request to the Strata Corporation in advance and send it to the Management Company by mail, fax or e-mail.
- 45.2 Parking stalls will be assigned on a first come, first served basis. As soon as a parking stall is assigned, an Owner must sign a Parking Lease Agreement.
- 45.3 A rental fee in the amount of \$35.00 per month is due and payable in advance on the first of each month and becomes part of the Strata Fees. Temporary parking for less than a month is subject to the charge in the amount of \$2.50 per day.
- 45.4 If a parking rental fee is not received by Management for one month, a warning Notice will be sent to the suite Owner. If the parking rental fee is not paid for two months, the Parking Lease agreement will be terminated and the remote controls assigned to the Strata Lot will be removed from the system.
- 45.5 Any vehicle(s) found in a parking stall subject to and after the cancellation of the Parking Lease Agreement will be towed at the vehicle Owner's expense without any further notice and, in addition, any personal item(s) left in said parking stall will be discarded without notice.

45.6 The cost of the parking remote control is \$50.00 (non-refundable).

45.7 An Owner is responsible for notifying the strata corporation immediately if a remote control is lost or stolen.

45.8 The Parking Lease Agreement is deemed to be terminated when one of the following occurs:

- i. The strata lot is sold. In this case the parking stall becomes vacant and available to anyone;
- ii. One month termination notice in writing was received from the Owner. When the Agreement is terminated in the middle of the month, a portion of the monthly rental fee will not be reimbursed. An Owner who fails to notify Management in writing about cancellation of parking Agreement before the 1st of the month will be required to pay for this month's parking rental;
- iii. The Strata Corporation issued a one-month termination notice to the Owner.

VR 178

The Lamplighter

1146 Harwood Street , Vancouver BC

Accepting Suite Keys Policy:

- An Owner or Tenant who wishes to give his/her suite key(s) to the Strata Corporation for emergency or other purposes he/she will be asked to sign the Suite Key Consent Form;
- Once received the suite keys will be registered in a special form and no suite # will be specified on the tag. A picture of the key(s) will be taken and saved for the future reference;
- If an Owner or Tenant would like to take his/her key(s) back from the Strata Corporation he/she will be required to sign in the corresponding section of the Suite Key Consent Form;
- The Strata Corporation will not be responsible for the suite keys dropped into the Council's office mail slot.

Suite Key List and a Consent Form are enclosed.

STRATA PLAN VR 178, THE LAMPLIGHTER

EMERGENCY RESPONSE INFORMATION GUIDE

OVERVIEW:

To all Owners and/or Tenants, the following information outlines your responsibilities and the steps to be taken in non-life threatening situations requiring emergency response because of threat of significant damage to a strata lot and/or to Strata common property.

This information is to serve as a general reference guide and is not to be considered a definitive set of steps covering every possible emergency situation or set of circumstances. Instead, when confronted by a unique or highly uncommon type of emergency situation, common sense should prevail and your actions should be dictated by the circumstances present at the time of the emergency.

To Owners, please refer below to an excerpt from the Strata Corporation's Bylaws for your Rights and Responsibilities. If, damage to property occurred due to an Owner's act, omission, negligence or carelessness, or by that of an Owner's visitors, occupants, guests, employees, contractors, agents, tenants, or a member of the Owner's family, then the Owner may be held responsible for the cost of the damage and/or the insurance deductible. For clarity regarding specific situations, please obtain legal advice.

As a matter of note, the Strata Corporation and/or Management is not responsible for management of individual suites, as this service is not included in the Strata Corporation's monthly maintenance fee. Owners who are not living in their suite(s) are solely responsible for management of their rental property and for all tenant-related issues.

YOU HAVE A RESPONSIBILITY TO:

Inform the Strata Corporation

An Owner, Tenant, Occupant or Invitee must immediately inform the Strata Corporation via the Strata emergency line about any safety or maintenance issues with regard to common property, limited common property or a strata lot. The Owner of the strata lot, who failed to immediately report any urgent issue that caused damage to common property, limited common property or a strata lot, will be responsible for the Strata Corporation's costs to repair the damage.

Provide Emergency Contact Information*

Your emergency contact information is critical to ensuring the Strata Corporation's Employees or Agents are able to contact you in case of an emergency involving your strata lot. Emergency contact information is also used to notify relatives and/or friends in situations when you need their assistance or you're injured and need to be taken to hospital to receive treatment. It's critical that this information be kept current so forward changes as they occur.

A copy of Management's Emergency Contact Information Form can be obtained online by visiting the web site provided below or by contacting the Property Manager, Vira Prykhodko (Phone: 604-699-5255 / e-mail: virap@dodwell.ca):

www.dsml.ca/pdf/forms/Owner_Emergency_Contact_Information.pdf

Identify Person(s) Requiring Assistance*

The Vancouver Fire Department requires a list of all residents that might need assistance evacuating their suite or the building during an emergency. A copy of Management's Persons Requiring Assistance Form can be obtained online by visiting the web site provided below or by contacting the Property Manager, Vira Prykhodko (Phone: 604-699-5255 / e-mail: virap@dodwell.ca):

www.dsml.ca/pdf/forms/Persons_Requiring_Assistance.pdf

* All personal information that is collected, used or disclosed by the Strata Corporation and Dodwell Strata Management Ltd. is handled in accordance with *BC Personal Information Protection Act*.

Obtain Adequate Insurance Coverage

Each Owner of a strata lot is solely responsible for all forms of property and liability insurance coverage on his or her own strata lot. Coverage to consider includes, but is not limited to, any and all fixtures, contents or improvements/ upgrades therein and thereto against perils not insured by the Strata Corporation, for amounts in excess of amounts insured by the Strata Corporation, and for whatever is not covered by the insurance policies of the Strata Corporation (e.g. alternative accommodation and rental losses). For information on what is covered by the insurance policies of the Strata Corporation, an Owner may apply to the Strata Council in writing for a copy of any insurance policies pertinent to the Strata Corporation.

The Strata Corporation advises all Owners and Tenants to secure a condominium policy that covers many of the risks associated with an individual strata lot. Owners and/or Tenants may be responsible for deductibles associated with insurance claims for damage to a strata lot, for earthquake and flood deductibles in addition to deductibles associated with personal contents, personal liability, and betterments to the strata lot.

All Owners and Tenants are advised to review their condominium insurance policy to ensure they are, at minimum, protected from all of the above noted risks.

STEPS TO BE TAKEN DURING AN EMERGENCY:

1. Remove yourself from exposure to any immediate danger.
2. Report the incident to Management as soon as possible by calling the Strata emergency line at **604-699-5255**, then Press “2” to speak with an operator. Please include this number as a speed dial on your phone for quick access. Note that all Strata contact information, including the on-site office hours, is posted on the Council’s office door in the mailbox area at 1146 Harwood Street.

IMPORTANT , in the case of fire or other life-threatening event, call 911 first and without hesitation. After contacting 911, call Management at the Strata emergency line to report the emergency.
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3. Contact your insurance carrier in a timely fashion to report the incident.
4. If necessary, make arrangements for alternative accommodations as required.
5. If circumstances require you to seek alternative accommodations, please notify Management of this immediately and provide a phone number of where you can be contacted. If you will not be available by phone, please provide Management with alternative means of contacting you.
6. If any resulting damage is directly, or indirectly, caused by the actions of an Owner or a Resident in another suite, do not seek to resolve the matter or seek restitution from the other resident directly. Any and all communication should be through your insurance carrier. It should be duly noted that Management does not act as an arbitrator between disputing Owners or insurance carriers.
7. If any resulting damage is caused by the actions of an Owner or a Resident in another suite, and neither party involved wish to contact their insurance carrier, then it will be the responsibility of each party to complete their own repairs and seek restitution directly from the other party accordingly. To be clear, it is not the responsibility of the Strata Corporation or Management to intervene on anyone’s behalf to resolve disputes of any kind, including damage claims.

ADDITIONAL ITEMS FOR CONSIDERATION:

Access to the Suite

The Strata Corporation and/or its Employees or Agents may need access to your strata lot in the case of an emergency to prevent further damage to the property. Owners are encouraged to provide a copy of their suite key(s) to the resident caretaker and/or notify Management as to who has access to the suite in the case of the Owner’s absence.

Alternative Accommodation

In situations involving significant damage, the strata lot’s occupants may need to vacate the suite while repairs are being conducted. Regardless of the cause of the damage, the Strata Corporation does not provide, nor is it responsible for providing, alternative accommodation (e.g. hotel). Instead, it is highly recommended that the Owner and, if applicable, their Tenant(s) contact their respective insurance provider immediately at the time of the damage in order to arrange for alternative accommodation, if required.

Insurance

If the damage to a strata lot is covered by the Strata Corporation’s insurance policy and the cost to repair the damage is higher than the deductible, then a claim against the Strata’s insurance policy will be filed. In such situations, the insurance adjuster assigned to the claim will be arranging all repairs and the Owner of the strata lot will be provided with the contact information for the insurance adjuster and/or restoration company (if applicable) so that the Owner may contact them directly regarding the status of the repair process.

EXCERPT FROM STRATA PLAN VR 178 BYLAWS

ACCESS TO THE SUITE:

- 10.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property
- (a) *in an emergency, without notice, to ensure safety or prevent significant loss or damage;*
 - (b) *at a reasonable time, on 48 hours' written notice,*
 - (i) *to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act;*
 - (ii) *to ensure a resident's compliance with the Act, bylaws and rules; or*
 - (iii) *for the purpose of eradicating pests and vermin.*
- 10.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation.

OWNERS' RESPONSIBILITIES FOR REPAIRS:

- 3.1 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.
- 3.2 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.
- 4.2 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 section 149 of the Act.
- 4.3 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
- 4.4 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws 4.1, 4.2 and 4.3, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

STRATA'S RESPONSIBILITIES FOR REPAIRS:

- 11 Repair and Maintenance of Property by Strata Corporation
- 11.1 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. *patios, chimneys, stairs, balconies 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 common property;*
 - E. *fences, railings and similar structures that enclose patios, balconies and yards;*
 - (d) *a strata lot, but the duty to repair and maintain it is restricted to*
 - (i) *the structure of a building,*
 - (ii) *the exterior of a building,*

- (iii) *patios, chimneys, stairs, balconies and other things attached to the exterior of a building,*
- (iv) *doors, windows and skylights on the exterior of a building or that front on common property, and*
- (v) *fences, railings and similar structures that enclose patios, balconies and yards.*

STRATA PROPERTY ACT

1. (1) Definitions and interpretation **"common property"** means

- (a) *that part of the land and buildings shown on a strata plan that is not part of a strata lot, and*
- (b) *pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located*
 - (i) *within a floor, wall or ceiling that forms a boundary*
 - (A) *between a strata lot and another strata lot,*
 - (B) *between a strata lot and the common property, or*
 - (C) *between a strata lot or common property and another parcel of land, or*
 - (ii) *wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property;*

STRATA'S RESPONSIBILITIES FOR INSURANCE

Pursuant to Section 149 of the Strata Property Act

149 (1) *The strata corporation must obtain and maintain property insurance on*

- (a) *common property,*
- (b) *common assets,*
- (c) *buildings shown on the strata plan, and*
- (d) *fixtures built or installed on a strata lot, if the fixtures are built or installed by the owner developer as part of the original construction on the strata lot.*

STRATA PLAN VR 178, THE LAMPLIGHTER
COMMON AMENITY RULES
SAUNA AND HOT TUB

Use of the Common Amenities is subject to the following Rules and Waiver:

Rules

Saunas are available from 9:00 am to 10:00 pm

Hot Tub is available from 11:00 am to 10:00 pm

Absolutely no littering or smoking.

No pets, no alcohol, no food or beverages (except water) are allowed in the amenities.

Children under 16 years old must be accompanied and supervised by an adult tenant or a suite owner (19 years & older) at all times.

All guests must be accompanied by an adult tenant or a suite owner (19 years & older). An adult tenant or owner must be present at all times. Please be prepared to identify yourself to personnel if needed.

Suite Owners will be held responsible for any damage to the property other than reasonable wear and tear done by their tenants, guests, occupants or invitees. Owners are responsible for ensuring that their tenants and / or guests follow these rules.

Amenities shall only be used for the purpose for which they are designed and intended.

Proper swimming attire and footwear is mandatory.

Proper bathing attire is required in the hot tub and saunas. Cut-offs, shorts, T-shirts and other and other non-swimming attire are not permitted in the hot tub.

Hair pins are not permitted in the Pool or Hot Tub and a swimming cap is required for long hair.

Use of fins, toys, tubes, balls, snorkels, etc., are not permitted in the Hot Tub.

Children in diapers or under three years of age are not permitted in the hot tub.

Soaps, shampoos, body oils and lotions are prohibited in the hot tub.

In compliance with the Provincial Health Act, no person shall enter the hot tub who:

- i. is intoxicated

- ii. has not taken a cleansing shower immediately prior to entering the Hot Tub
- iii. is obviously ill
- iv. has open wounds or sores
- v. is wearing a bandage
- vi. has sore or infected eyes
- vii. has discharging ears and / or nose
- viii. is less than 16 years of age, unless accompanied by an adult.

No contamination or fouling of the Hot Tub.

No fighting or engaging in conduct likely to cause any injuries to yourself or others.

No lifeguard on duty. In the case of an emergency, please call 911.

A tenant, an owner or a guest must immediately report to Management any injuries suffered while in the Common Amenities or contamination or fouling of the Hot Tub.

To ensure a comfortable atmosphere for everyone, please be courteous and respectful of others and avoid unnecessary disturbances.

Please report any incident, acts of vandalism or any unacceptable behavior that you witness to Management immediately at 604-699-5255.

Violators may be denied access to the amenities.

Waiver

All persons using the Common Amenities do so at their own risk.

Strata Plan VR 178 is not liable for any injury or loss associated with the use of this facility, whether caused by third parties, the condition of the premises or unsafe activities.

By using the facilities you agree to release, hold harmless, and indemnify Strata Plan VR 178 and its agents and employees thereof from any and all claims arising from the use of this facility.

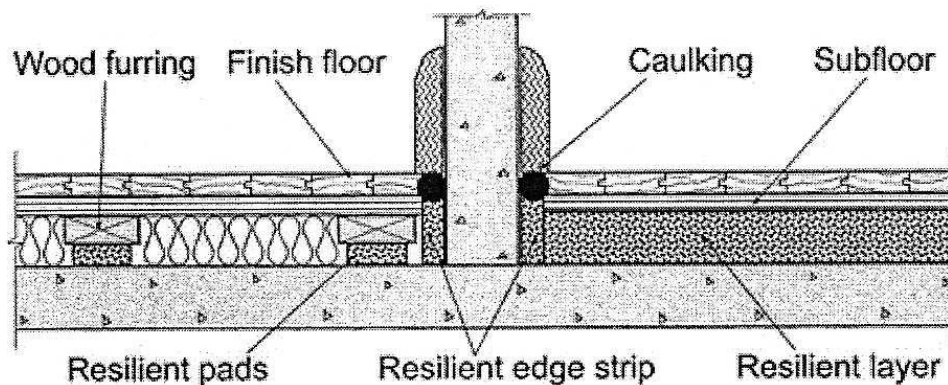


The Lamplighter, Strata Plan VR 178 Hard Surface Flooring Standards

Easily the most common problem associated with hardwood, tile, or laminate floors is the “click clack” type of noises created by footsteps, or objects dropped onto the surface.

Council sought the expertise of Jack McCuaig, President of McCuaig and Associates Engineering Ltd., and as of February, 2010, we have incorporated his advice into the Lamplighter’s Hard Surface Flooring Standards as follows (The underlay Specifications were amended at the AGM held on February 4, 2015):

- 1.1 Unit Owners must ensure that the installation of new or replacement of hard floor surfacing is completed in accordance with the Standards approved by Council from time to time.
- 1.2 All replacement flooring shall be manufactured of materials of a type, which will minimize noise transmission to the strata lots adjacent to and/or immediately below the strata lot in which the material is laid. A written permission must be obtained from the Strata Council for use of the materials being proposed.
- 1.3 All flooring materials must be installed with acoustic underlay with Sound Transmission Class rating of 70 db or higher with the test method ASTM E-492-90 and Impact Insulation Class (IIC) rating of 70 db or higher with the test method ASTM E-90-02. If the thickness of the floor material is less than 12 mm then acoustic underlay with Sound Transmission Class rating of 72 db or higher with the test method ASTM E-492-90 and Impact Insulation Class rating of 72 db or higher with the test method ASTM E-90-02 should be installed. Ceramic tile, slate or similar flooring may only be installed in the kitchen, bathroom (s), and unit entryways.
- 1.4 An IIC rating is a test conducted in a laboratory setting and is a measure of reduction in impact sound transferring from a floor surface to the room below.
- 1.5 Hard surface flooring installers **must use resilient edge strips on all sides**, which are sound dampers inserted between where the floor meets the wall. Any qualified installer will know what these are.
- 1.6 All baseboards must be glued to the wall, no nails are allowed to avoid damage to wires and pipes inside the walls.



Please note that in the event of a noise complaint registered by a resident(s), or an unresolved dispute resulting from a hard surface flooring installation that is completed after the date on this information sheet, the onus will be on the owner to prove that he or she followed the guidelines as above.

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