



Condominium Property Managers

STRATA CORPORATION

LMS 192

BY-LAWS

Amended May, 2008

Bylaw 1: Duties of an Owner

- 1.1 An Owner shall permit the Strata Corporation and its agents, during normal working hours and on minimum twenty-four hours written notice (except in case of emergency, when no notice shall be 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 purpose of ensuring that the bylaws are being observed.
- 1.2 An Owner shall forthwith carry out all work that may be ordered by a competent public or local authority in respect of his strata lot other than work for the benefit of the buildings generally and pay all rates, taxes, charges, outgoings, and assessments that may be payable in respect of his strata lot.
- 1.3 An Owner shall repair and maintain his strata lot, including all windows, doors, and areas allocated to his exclusive use, and keep it in a state of good repair, reasonable wear and tear and such damage as is insured against by the Strata Corporation excepted.
- 1.4 An Owner shall use and enjoy the common property, common facilities or other assets of the Strata Corporation in a manner that will not unreasonably interfere with the use and enjoyment thereof by other Owners or their families and visitors.
- 1.5 An Owner shall not use his lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or a hazard to any occupier of a lot (whether an Owner or not) or his family.
- 1.6 An Owner shall notify the Strata Corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with his strata lot.
- 1.7 All keys which provide access to the common property, including the parking garage, laundry and storage rooms, whether conventional or electronic, are property of the Strata Corporation. Upon departure of an Owner or lessee, all common property keys shall be returned to the Strata Council or the Property Manager, or given directly to the new Owner or lessee. An Owner shall immediately report the loss of a common property key in writing to the Strata Council or the Property Manager.
- 1.8 An Owner shall comply strictly with these bylaws and with such Rules and Regulations as may be adopted pursuant thereto from time to time.

Bylaw 2: Duties of Strata Corporation

- 2.1 The Strata Corporation shall control, manage, maintain and administer the common property, common facilities and other assets of the Strata Corporation for the benefit of all Owners.
- 2.2 The Strata Corporation shall 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, and other assets of the Strata Corporation.
- 2.3 The Strata Corporation shall maintain all common areas, both internal and external, including the lawns and gardens, parking and storage areas, public halls and lobbies.
- 2.4 The Strata Corporation shall 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.

- 2.5 The Strata Corporation shall obtain and retain by contract the services of a professional real property management firm or professional real Property Manager for such purposes and upon such terms as the Strata Council may from time to time decide.
- 2.6 The Strata Corporation shall on written request of an Owner or a mortgagee of a strata lot, produce to such Owner or mortgagee, or person authorised in writing by the Owner or mortgagee, the policy or policies of the insurance effected by the Strata Corporation and the receipt or receipts for the last premium or premiums in respect thereof.
- 2.7 The Strata Corporation shall maintain and repair the exterior of the buildings (excluding windows, doors and patios but including roofs, balconies and patio fences) and including the decorating of the whole of the exterior of the buildings.
- 2.8 The Strata Corporation shall collect and receive all contributions towards the common expenses paid by the Owners and deposit same in separate account with a chartered Bank or Trust Company.
- 2.9 The Strata Corporation shall 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 Strata Corporation.
- 2.10 The Strata Corporation shall
 - a) keep in a state of good and serviceable repair and properly maintain common property, common facilities and assets of the Strata Corporation; and
 - b) comply with notices or orders by any competent public or local authority requiring repairs or work to be done in respect of the land included in the strata plan or the buildings, common facilities or assets of the Strata Corporation.
- 2.11 The Strata Corporation shall
 - a) obtain and maintain insurance on the buildings, the common facilities, and any insurable improvements owned by the Strata Corporation to the full replacement values as required by Part 9 of the Strata Property Act;
 - b) review annually the adequacy of the insurance;
 - c) pay premiums on policies of insurance effected by it under Part 9 of the Strata Property Act;
 - d) obtain and maintain insurance in respect of any other perils, including liability, as provided in Part 9 of the Strata Property Act.

Bylaw 3: Powers of Strata Corporation

- 3.1 The Strata Corporation may 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 Strata Corporation.
- 3.2 The Strata Corporation may borrow monies required by it in the performance of its duties or the exercise of its powers.
- 3.3 The Strata Corporation may secure the repayment of monies borrowed by it, and the payment of interest thereon, 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.
- 3.4 The Strata Corporation may invest as it may determine in separate accounts any monies in the fund for administrative expenses, or in the contingency reserve fund.
- 3.5 The Strata Corporation may make an agreement with any 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 thereof.

- 3.6 The Strata Corporation may grant to an Owner the right to exclusive use and enjoyment of common property, or special privileges in respect thereof, the grant to be determinable on reasonable short notice, unless the Strata Corporation by unanimous resolution otherwise resolve.
- 3.7 The Strata Corporation may designate an area as limited common property and specify the strata lots that are to have use of the limited common property.
- 3.8 The Strata Corporation may 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 for contravention of the Bylaws, Rules and Regulations; and any amount expended under this subsection shall become due and payable to the Strata Corporation upon demand, and shall be added to the new levy on that Owner for the following amount.
- 3.9 The Strata Corporation may make such Rules and Regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment, safety and cleanliness of the common property, common facilities or other assets of the Strata Corporation.
- 3.10 The Strata Corporation may determine the levy for the contingency reserve fund which shall be no less than five percent of the total annual budget, until the reserve reaches an amount that the Strata Council considers sufficient having regard to the type of buildings and equipment in the strata plan, and thereafter raise such further amounts of replacements of funds from time to time, and over such a period of time as the Strata Council thinks fit.
- 3.11 The Strata Corporation may join any organisation serving the interests of Strata Corporations and assess the Membership Fee in the organisation as part of the common expenses.
- 3.12 The Strata Corporation may carry out any repairs or work required by the notice or order of any competent public or local authority in respect of a strata lot, whether authorised by the Owner or not.
- 3.13 The Strata Corporation may pay on behalf of the Owner any taxes, assessments, rates, and charges required to be paid by the Owner.

Bylaw 4: Strata Council of the Strata Corporation

- 4.1 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 Strata Council of the Strata Corporation, herein called the 'Strata Council'.
- 4.2 The Strata Council shall consist of not less than three nor more than seven persons eligible under Part 4 of the Strata Property Act ('Members') and shall be elected at each Annual General Meeting.
- 4.3 At each Annual General Meeting of the Strata Corporation all the Members of the Strata Council shall retire from office and the Strata Corporation shall elect a new Strata Council, but a retiring Member of the Strata Council shall be eligible for re-election.
- 4.4 The Strata Corporation may, by resolution at an Extraordinary General Meeting, remove any Member of the Strata Council before the expiration of his term of office and appoint another resident Owner in his place, to hold office until the next Annual General Meeting.
- 4.5 The office of Member of the Strata Council shall be vacated if the Member
 - a) resigns his office by written notice to the Strata Corporation; or

- b) ceases to be eligible under Part 4 of the Strata Property Act; or
 - c) becomes bankrupt; or
 - d) is found lunatic or becomes of unsound mind; or
 - e) represents a corporate owner which has become bankrupt or made an assignment for the benefit of creditors or has begun proceedings to wind up the corporate owner, otherwise than for the purpose of amalgamation or reconstruction; or
 - f) has been removed from office in accordance with the provisions of these Bylaws.
- 4.6 Where a vacancy occurs, the remaining Members of the Strata Council shall select an eligible person to replace the departing Strata Council Member and to fulfil the balance of the term of office.
- 4.7 A quorum of the Strata Council is two if the Strata Council consists of four or fewer Members, three if it consists of five or six Members, and four if it consists of seven Members.
- 4.8 At the first meeting of the Strata Council held after each Annual General Meeting of the Strata Corporation the Strata Council shall elect from among its Members a Chair and a Vice-Chair 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.
- 4.9 The Chair of the Strata Council shall have a tie-breaking vote in addition to his original vote.
- 4.10 If the Chair is absent from any meeting of the Strata Council, or vacates the chair during the course of any meeting, the Vice-Chair shall act as the Chair and shall have all the duties and powers of the Chair while so acting.
- 4.11 In the absence of both the Chair and Vice-Chair the Members present shall from among themselves appoint a Chair for that meeting who shall have all the duties and powers of the Chair while so acting.
- 4.12 At meetings of the Strata Council all matters shall be determined by simple majority vote.
- 4.13 All acts done in good faith by the Strata Council are, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any Member of the Strata Council, as valid as if the Member had been duly appointed or had duly continued in office.

Bylaw 5: Duties of Strata Council

- 5.1 The Strata Council shall
- a) 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 to the other Members not less than seven days notice of a meeting proposed by him, specifying the reason for calling the meeting;
 - b) provided that the Strata Council shall meet at the call of the Chairperson on such notice as he may specify without the necessity of the Chairperson giving reasons for calling of the meeting, or
 - c) unless the other Members agree to waive the notice.
- 5.2 The Strata Council shall employ for and on behalf of the Strata Corporation such agents and employees as it thinks fit in connection with the control, management, and administration of the common property, common facilities or other assets of the Strata Corporation, and the exercise and the performance of the powers and duties of the Strata Corporation.
- 5.3 The Strata Council shall, subject to any restrictions 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, such of its powers and duties as it thinks fit, and at any time revoke such delegation.

- 5.4 The Strata Council shall keep minutes of its proceedings.
- 5.5 The Strata Council shall cause minutes to be kept of General Meetings.
- 5.6 The Strata Council shall 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 shall take place.
- 5.7 The Strata Council shall prepare proper accounts relating to all monies of the Strata Corporation, and the income and expenditure thereof, for each Annual General Meeting.
- 5.8 The Strata Council shall, on application of an Owner or mortgagee, or any person authorised in writing by him, make the books of account available for inspection at all reasonable times.
- 5.9 At least once every three years the Strata Council shall cause the books and accounts of the Strata Corporation to be audited by a Chartered Accountant or Certified General Accountant ('the Auditor') and shall submit the report of the Auditor to the Annual General Meeting of the Strata corporation. The cost of such audit shall be the obligation of the Strata Corporation.
- 5.10 The Strata Council shall cause to be prepared and distributed to each Owner a financial statement of the receipts of contributions towards the common expenses and disbursements made by the Strata Corporation within ninety (90) days of the end of the fiscal year of the Strata Corporation.
- 5.11 The strata lot Owner's contribution to the common expenses of the Strata Corporation shall be levied in accordance with the proportion that the unit entitlement of that strata lot bears to the aggregate unit entitlement of all strata lots.
- 5.12 The Strata Council shall keep, in one location, or in the possession of one person:
 - a) a copy of the Strata Property Act;
 - b) a copy of the Bylaws and any amendments;
 - c) a copy of any special or unanimous resolutions passed by the Strata Corporation;
 - d) copies of all the legal agreements to which the Strata Corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licenses, easements, or rights-of-way;
 - e) a register of the Members of the Strata Council
 - f) 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;
 - g) minutes of all General Meetings;
 - h) minutes of all Strata Council meetings; and
 - i) the Annual Budget for each year.

Bylaw 6: Common Seal

- 6.1 The Strata Corporation shall have a common seal, which shall at no time be used or affixed to any instrument except by authority of the Strata Council previously given and in the presence of the Members of the Strata Council or at least two Members thereof as may be authorised from time to time by resolution of the Strata Council, who shall each sign every instrument to which the common seal is affixed, except that where there is only one Member of the Strata Corporation his signature shall be sufficient for the purpose of this Section, and if the only

Member is a Corporation, the signature of its appointed representative shall be sufficient for the purpose of this Section.

Bylaw 7: General Meetings

- 7.1 Annual General Meetings shall be held once in each year, and not more than thirteen months shall elapse between the date of one Annual General Meeting and that of the next.
- 7.2 All General Meetings other than the Annual General Meetings shall be called Extraordinary General Meetings.
- 7.3 The Strata council may whenever it thinks fit and shall upon requisition in writing by Owners or mortgagees of 25% of the strata lots, convene an Extraordinary General Meeting.
- 7.4
 - a) Seven days notice of every General Meeting specifying the place, the date, and the hour of meeting, and in the case of special business, the general nature of such business, shall be given to all Owners and first mortgagees who have notified their interests to the Strata Corporation.
 - b) Notice shall be given to the Owner or mortgagee by sending it to him by post at the address supplied to the Strata Corporation by the Owner or mortgagee for the giving of notices, or, should no such address be supplied, then to the address known to the Strata Corporation for the Owner or mortgagee.
 - c) Any notice shall be deemed to have been received forty-eight hours following the posting thereof addressed as aforesaid at a Post Office in British Columbia.
 - d) The accidental omission to give notice to an Owner or mortgagee does not invalidate the meeting of any proceedings thereat.
 - e) In computing the number of days notice of a General Meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted.
- 7.5 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 any Extraordinary General Meeting.
- 7.6 Save as in these Bylaws otherwise provided, no business shall be transacted at any General Meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.
- 7.7 One-third of the persons entitled to vote present in person or by proxy shall constitute a quorum.
- 7.8 If within one half-hour from the time appointed for a General Meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time; and if at the adjourned meeting a quorum is not present within one half-hour from the time appointed for the meeting, the persons entitled to vote present shall be a quorum.
- 7.9 The Chair of the Strata Council shall be the Chair of all General Meetings or in his absence from the meeting, or in case he shall vacate the chair, the Vice-Chair of the Strata Council shall act as Chair. Should both the Chair and Vice-Chair be absent or vacate the chair or refuse to act, the meeting shall appoint a Chair.

Bylaw 8: Proceedings at General Meetings

- 8.1 The order of business at General Meetings, and as far as is appropriate at all Extraordinary General Meetings, shall be:

- a) if the Chair-and Vice-Chair are both absent, the election of the Chair-of the meeting;
- b) calling the roll and certifying of proxies, and issuing a voting card for each strata lot represented at the meeting;
- c) filing proof of notice of meeting or waiver of notice;
- d) reading and disposal of any unapproved minutes;
- e) receiving reports of Committees;
- f) considering the accounts;
- g) electing a Strata Council, if necessary;
- h) unfinished business;
- i) new business;
- j) adjournment.

Bylaw 9: Votes of Owners

- 9.1 At any General Meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner present in person or by proxy.
- 9.2 Unless a poll be so demanded, 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.
- 9.3 A demand for a poll may be withdrawn.
- 9.4 A poll, if demanded, shall be taken in whatever manner the Chair thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 9.5 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 tie-breaking vote in addition to his original vote.
- 9.6 On a show of hands, each Owner shall indicate his vote by showing his voting card.
- 9.7 On a show of hands or on a poll, votes may be given either personally or by proxy.
- 9.8 An instrument appointing a proxy shall be in writing under the hand of the Owner or his Attorney, and may be either general or for a particular meeting.
- 9.9 A proxy need not be an Owner.
- 9.10 Except in cases where, by or under the Strata Property Act, a unanimous resolution is required, no Owner is entitled to vote at an Annual General Meeting unless all contributions payable in respect of his Strata Lot have been duly paid.
- 9.11 Where owners are entitled to successive interests, the Owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll.
- 9.12 Where an Owner is a Trustee, he shall exercise the voting rights in respect of the lot to the exclusion of persons beneficially interested in the trust, and those persons shall not vote.
- 9.13 Notwithstanding provisions of these bylaws with respect to 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 by or under the Strata Property 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 said power to vote, and the mortgagee shall indicate his presence at the call of the roll, and he, not the strata lot Owner, shall be issued a voting card.

Bylaw 10: Violation of Bylaws

- 10.1 Any infraction or violation of these Bylaws or any Rules and Regulations established pursuant to these Bylaws on the part of an Owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the Strata Corporation.
- 10.2 Any costs or expenses expended or incurred by the Strata Corporation in correcting, remedying or curing such infraction or violation, shall be charged to such Owner and shall be added to and become a part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Strata Corporation and shall become due and payable on the date of payment of such monthly assessment.
- 10.3 The Strata Corporation may recover from an Owner by an action for debt in any Court of competent jurisdiction any sum of money which the Strata Corporation is required to expend as a result of any act or omission by the Owner, his employees, agents, invitees or tenants, which violates these Bylaws or any Rules and Regulations established pursuant to these Bylaws, and there shall be added to any amount found due all costs of such action including costs as between Solicitor and Client.
- 10.4 Nothing herein shall be deemed to limit the right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies.

Bylaw 11: Use of Strata Lot

- 11.1 The strata lot shall be used exclusively as a private dwelling home for one family, which may include a live-in housekeeper or nurse.
- 11.2 The strata lot shall be occupied as a place of residence by not more than two persons in a bachelor suite; three persons in a one-bedroom suite; and four persons in a two-bedroom suite (whether adult or minor) without the written consent of the Strata Council.
- 11.3 The strata lot shall not be used for commercial or professional purposes or for any purpose which may be illegal or contrary to any Government or Municipal Rules or Ordinances, or is injurious to the reputation of the building or its Owners.
- 11.4 When the purpose for which a strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, the strata lot shall not be used for any other purpose.

Bylaw 12: Disturbance of Others

- 12.1 No noise shall be made in or about any strata lot or the common property which in the opinion of the Strata Council is a nuisance or unreasonably interferes with the use and enjoyment of any other strata lot by its Owner.
- 12.2 Mops or dusters of any kind shall not be shaken from, and nothing shall be thrown out any window, door, stairway, passage or other part of the strata lot or the common property.
- 12.3 No restrictions or hindrances shall be caused to sidewalks, entrances, exits, halls, passages, stairways, vestibules, or other parts of the common property.
- 12.4 No Owner, occupant, guest or visitor shall be permitted to trespass on the part of the property to which another Owner is entitled to exclusive occupation.

Bylaw 13: Hazards

- 13.1 Everything should be done to reduce fire hazards and nothing should be brought or stored on a strata lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.
- 13.2 No material substances, especially burning material such as cigarettes or matches, shall be thrown out or permitted to fall out of any window, door, balcony, stairway, passage, or other part of the strata lot or common property.
- 13.3 Waterbeds are not permitted on the strata lot, and any damage occurring therefrom will be charged to the Owner of such.
- 13.4 In the event of an emergency emanating from a strata lot whose occupant cannot be contacted, access for protection of common property and other strata lots or safety may have to be gained by force at the Owner's expense.

Bylaw 14: Cleanliness

- 14.1 An Owner shall not allow the area around his premises to become untidy. Rubbish, dust, garbage, boxes, packing cases, shoes, carpets, or the like shall not be thrown, piled or stored on patios, or any other parts of the common property. The Strata Council shall be at liberty to remove rubbish and clean up the common area and charge the expense to the Owner involved.
- 14.2 Household refuse and garbage shall be suitably wrapped and placed into the garbage container. Recyclable materials shall be deposited in the designated containers located in the parking level area. No household refuse or garbage shall be placed in any other receptacles in the common areas, or in the recycling bins.
- 14.3 Any Owner's personal material, other than ordinary garbage for the container units, shall not be left on the common property.
- 14.4 An Owner shall not allow his strata lot to become unsanitary.
- 14.5 No garbage, debris, or other materials from construction, renovations, repairs, or moving shall be placed in any common garbage or recycling containers.

Bylaw 15: Exterior Appearance & Alterations

- 15.1 No signs, fences, billboards, placards, advertising, or notices of any kind, shall be erected or displayed on the common property or external to the strata lot, without prior approval of by the Strata Council.
- 15.2 No awning, shade, or screen, and no radio or television antenna shall be hung from or attached to the exterior of a strata lot without prior written consent of the Strata Council.
- 15.3 No laundry, washing, clothing, bedding or other articles shall be hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 15.4 No structural alterations either to the interior or the exterior of the building shall be made, nor the wiring, plumbing, piping or other services shall be altered or supplemented on the strata lot or within any walls or on the common property without previous written approval of the Strata Council.

- 15.5 The exterior appearance of the building shall not be altered by painting wood, ironwork, concrete or other parts exterior of the building at the strata lot without prior written consent of the Strata Council. This includes balconies.
- 15.6 (a) An owner must receive the written permission of the strata council to install a hard floor surface with a sound proofing underlay.
- (b) An owner of a strata lot who has a hard floor surface such as hardwood floor or tile in a strata lot must take all reasonable steps to satisfy noise complaints from neighbours; and without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard soled footwear.

Bylaw 16: Moving

- 16.1 A \$200.00 move in fee shall be levied for any move into a strata lot.
- 16.2 Moving shall only be permitted between the hours of 8:00 am to 8:00 pm.

Bylaw 17: Cars

- 17.1 A resident shall use the parking space which has been specifically assigned to his strata lot. He shall not park on the common property.
- 17.2 The parking spaces assigned to a strata lot shall not be rented or leased to non-residents, without prior approval of the Strata Council.
- 17.3 Garage rules, especially posted speed limits, must be strictly observed by all users of the underground parking facilities.
- 17.4 No major repairs or adjustments shall be made to motor vehicles on the premises.
- 17.5 No commercial vehicles shall be brought to or parked on the premises without written permission of the Strata Council, except in the course of delivery to or removal from the premises.
- 17.6 Cars shall be washed only in a manner as will not cause nuisance or annoyance to other Owners, and in such a place and at such times as the Council may from time to time direct.
- 17.7 All vehicles on the common property must carry insurance.
- 17.8 No vehicle shall be removed from the garage without the authorisation or confirmation of a Member of the Strata Council or the Property Manager retained by the Strata Corporation.

Bylaw 18: Pets/Animals

- 18.1 Pets permitted, except dogs.
- 18.2 No more than two pets are permitted to live in any unit at any time.
- 18.3 Pets must be in a carrier or securely carried at all times while on common property, whether they belong to residents or visitors.
- 18.4 No pets are permitted to run loose at any time within the boundaries of the Strata Corporation.

- 18.5 Any pet found loose in the building, or the common property, shall be delivered to the SPCA at the Owner's cost, and a fine of \$50.00 will be levied against the offender's suite.
- 18.6 All complaints against any pet/Owner must be submitted in writing to the property management company.
- a) All written complaints will be reviewed by the Strata Council.
 - b) A fine of \$50.00 will be levied against any suite found to be in violation of the bylaw.
 - c) All subsequent offences will be fined in \$50.00 increments.
 - d) Council members will abstain from attending and/or participating in discussions of offences in which they are directly involved.
- 18.7 Following any three substantiated infractions of this bylaw, the Owner/resident will be required to remove the offending animal from the premises as per Condominium Act 131(c).
- a) A fine of \$100.00 will be levied against the suite for the first month that the Owner does not comply. Fines will be levied in \$50.00 increments for each subsequent month that the offending animal is on the premises.
 - b) In the event of a rental unit, the unit Owner will be held responsible for the renter's compliance with the bylaw, and payment of any or all fines.
- 18.8 Unit Owners will be charged for any and all repairs, maintenance, and/or cleaning that is attributed to an animal in or related to their premises.
- 18.9 All pets residing in the building must be spayed or neutered.
- 18.10 Birds and wildlife shall not be fed from any strata lot or the common property.

Bylaw 19: Renting and/or Leasing of Lots

- 19.1 That not more than eight (8) strata lots be leased within Strata Plan VR-192 in accordance with and subject to the provisions of Part 8 of the Strata Property Act; and that all strata lots that are presently leased (April 29, 1980) which may exceed this limitation be permitted to continue to lease, but that at the time of sale of such strata lot, this permission shall terminate automatically and without condition save for the provisions of Part 8 of the Strata Property Act.
- 19.2 That for any violation of the lease restriction, a fine of \$300.00 be levied for the first month of violation and such fine to be increased \$50.00 for each successive month of violation to a maximum of \$500.00 per month.
- 19.3 Where an Owner leases his strata lot in accordance with Part 8 of the Strata Property Act, he shall provide the Strata Corporation a certificate Form K pursuant to Section 25 of the Act. Failure to provide this Form D within 7 days of lease commencement shall cause a fine of \$25.00 for the first month, \$35.00 the second month and \$50.00 per month thereafter until the Form D is provided.

Bylaw 20: Bicycles

- 20.1 No bicycles are permitted in the lobby. All bicycles, whether belonging to an Owner, resident, guest or visitor, must enter and leave the building through the underground vehicle entrance.
- 20.2 Bicycles transported through the hallways or in the elevator must be clean and not drip oil, mud, water or any other substance.

Bylaw 21: Damage to Property

- 21.1 Where the Strata Corporation is required to enter a strata lot for the purpose of 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 the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.

- 21.2 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 or to any strata lot by his act, neglect or carelessness or by that of any Member of his family or his or their guests, servants, agents, or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.
- 21.3 An Owner shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally.
- 21.4 Where a claim has been made against a Corporation Insurance policy which is required by the Strata Property Act, that is attributable to damage caused by a strata lot resident or originating within that strata lot (except for any damage originating from within the walls), the owner of that strata lot shall be charged a sum equal to the deductible charged by the Insurer as a result of this claim, which charge will be added to that strata owner's next regular monthly maintenance assessment. Should repairs be less than the insurance deductible amount, then the cost of the repairs shall be the owner's responsibility in entirety.

Bylaw 22: Cheques, Budget & Common Expenses

- 22.1 All cheques drawn on any account of the Strata Corporation shall, except where there is only one Owner, and except where a Manager had been appointed and authorised to make expenditures, be signed by at least two Members of the Strata Council and all cheques or other negotiable instruments for the credit of any such account may be endorsed by any one Member of the Strata Council.
- 22.2 Budget Procedure: Prior to the 1st day of June in each calendar year the Strata Corporation shall cause to be prepared a budget setting out by categories its best estimate of the common expenses of the Strata Corporation for the next calendar year. The budget shall include a reasonable provision for contingencies and replacements.
- 22.3 Prior to the 15th day of June in each calendar year the Strata Corporation shall deliver or mail to each Owner at the municipal address of his strata lot a copy of the budget for the ensuing calendar year together with a notice of the assessment for his contribution towards the common expenses of that year.
- 22.4 The common expenses set forth in each assessment shall be payable to the Strata Corporation, or to any other person, firm or corporation to whom the Strata Corporation shall direct payment to be made from time to time, in twelve equal consecutive monthly instalments in advance, the first instalment to be made on the 1st day of July immediately following the receipt of such notice of assessment.
- 22.5 Monthly maintenance payments are due and payable on the first day of each month. Maintenance fees not received by the 15th day of the month in question will be subject to a \$25.00 penalty.
- 22.6 Payments to the Strata Corporation to replace returned cheques shall be by cash or certified cheque only.

- 22.7 A Lien will be placed on the strata lot involved at the Owner's expense for fees, fines, or other monies due that are over 90 days in arrears. Payments to the Strata Corporation for fees, fines, or other monies that are over 90 days in arrears shall be by cash or certified cheque.
- 22.8 Within ten days following written application therefor by the Owner the Strata Corporation shall furnish to the Owner a statement setting forth as of its date the amount of any unpaid assessments then due from such Owner and the amount outstanding, if any, in the contingency reserve fund and belonging to the Strata Corporation but contributed by such Owner.
- 22.9 If at any time it appears that the annual assessment of contribution towards the common expense will be insufficient to meet the common expenses, the Strata Council may assess and collect a special contribution or contributions against each strata lot in an amount sufficient to cover the additional anticipated common expense. The Strata Council shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be made due and payable by each Owner in the Strata Corporation.

