



BYLAWS

Strata Plan LMS 1432

Village Del Mar II

Attached are the Bylaws of Strata Plan LMS 1432. For legal purposes please obtain a true copy as registered at the Land Title Office.

Last amended: February 29, 2016

Registration #: CA5064471

Note: Please keep in a safe place. There is a charge for additional copies.

STRATA PLAN LMS 1432 - VILLAGE DEL MAR II
BYLAWS
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STRATA PLAN LMS 1432 – VILLAGE DEL MAR II

BYLAWS

Division 1 – Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

- 1** An owner must pay strata fees in accordance with section 33.4 of these Bylaws.

Repair and maintenance of property by Owner

- 2**
- (1) An Owner must repair and maintain the Owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
 - (2) An Owner who has the use of limited and/or exclusive use common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation pursuant to these Bylaws.
 - (3) An Owner shall promptly carry out all work that may be ordered by any competent public or local authority in respect of his or her Strata Lot other than work for the benefit of more than one strata lot or for the building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Strata Lot.
 - (4) An Owner shall keep clear from leaves, moss, algae, snow, ice or slush any common property designated as limited common property for the exclusive use of his Strata Lot.

Use of property

- 3**
- (1) An Owner, tenant, occupant 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 unusual or objectionable noise or odor,
 - (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 inconsistent with the intent of these Bylaws, or
 - (e) is contrary to a purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan.
 - (2) Secondary suites within Strata Lots are prohibited. Should any Owner of a Strata Lot be found to have constructed a secondary suite within his or

her or any other Strata Lot located in the Strata Plan, the Strata Council shall be entitled to take any one or more of the following actions:

- (a) take all necessary steps to remove the secondary suite;
 - (b) notwithstanding section 25 (1) of these Bylaws, levy a fine not to exceed \$50.00 per day for each day the Owner is in contravention, such fine to be added to and form part of the month's assessment or levy to be collected by the Strata Council from the Owner of the Strata Lot, and the Strata Council is hereby authorized to take all necessary steps to collect such amounts from any Owner;
 - (c) evict the tenant in accordance with section 138 of the Strata Property Act;
 - (d) seek a declaration from any Court of competent jurisdiction with regard to the enforcement with limitation and/or an injunction to prevent the continuation of the secondary suite within a Strata Lot; and upon receiving such declaration or injunction, costs shall be the responsibility of the Strata Lot Owner contravening the provisions of the Bylaw and shall be recoverable on a solicitor and own client basis by the Strata Corporation; and
 - (e) should any portion of Bylaw 2 (2) be deemed unenforceable by any competent jurisdiction, then for purposes of interpretation and enforcement of the Bylaw, each sub-paragraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (3) The Strata Lot shall not be used for commercial or professional purposes which may be illegal or contrary to any governmental or municipal rules or ordinances or is injurious to the reputation of the condominium development or its Owners. Home occupation use may be permitted subject to the provisions of the applicable municipal Bylaw.
 - (4) The Strata Lot shall be used exclusively as a private dwelling home for one family (up to 6 persons), which may include a live-in housekeeper or nurse.
 - (5) When the purpose for which a Strata Lot is intended to be used is shown expressly or by implication on or by the registered Strata Plan, the Strata Lot shall not be used for any other purpose, or permitted to be so used.
 - (6) The Strata Lot shall not be used as a motel or hotel accommodation for transient residents.
 - (7) No Owner shall rent or lease his/her strata lot to any person or persons for the purposes of housing any person under the age of nineteen (19) years who will be the primary tenant.

- (8) An Owner, tenant, occupant 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.
- (9) Everything shall be done to reduce fire hazards and nothing shall be brought into or stored on a Strata Lot, the common property or limited common property which will in any way increase or tend to increase the risk of fire, the rate of any insurance policy or which will in any way increase or tend to increase the risk of fire, the rate of any insurance policy or which will invalidate any insurance policy held by the Strata Corporation or Strata Lot Owners.
- (10) 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 or other part of a Strata Lot, common property or limited common property. Smoking and the disposal of cigarette butts anywhere on the common property is not permitted. *(Amended by ¾ vote resolution by the owners on February 29, 2016)*
- (11) An Owner shall not allow his or her Strata Lot and limited common property to become untidy or unsanitary. Rubbish, dust, garbage, boxes, packing cases or the like shall not be thrown, piled, or stored on the Strata Lot, limited common property or common property. The Strata Council shall be at liberty to remove rubbish and clean up the limited common property, common property or Strata Lot and charge the expense to the Owner involved.
- (12) Carpets or mops or dusters of any kind shall not be shaken from, and nothing shall be thrown out of any window, door, stairway, passage or other part of the Strata Lot or common property.
- (13) Ordinary household refuse and garbage shall be removed from each unit by the Owner and deposited in containers provided by the Strata Corporation for that purpose; all garbage shall be bagged and tied before depositing in the container; any material other than ordinary household refuse and garbage shall be removed from the Strata Plan property at the expense of or by the individual Owner.
- (14) An Owner or occupier of a Strata Lot shall not deposit refuse or garbage on or about the common property other than in the designated containers. Any material other than ordinary household refuse or garbage shall be removed from the property by the Owner at his/her cost.
- (15) Without the prior written consent of the Strata Corporation, no part of the common area shall be used for the erection, placing or maintenance of incinerators, garbage disposal equipment, recreation or athletic equipment, fencing or gardens.

- (16) The Owner of a rented or leased Strata Lot is responsible for the cleanliness of the lot.
- (17)
 - (a) **Parking** - No major repairs to motor vehicles or other mechanical equipment shall be carried out on common areas.
 - (b) No person(s) is/are allowed to camp overnight in any type of vehicle in common areas.
 - (c) Cars may be washed only in such manner as will not cause nuisance or annoyance to other Owners, and in such place as designated by Strata Council.
 - (d) A resident shall use only the parking space(s) which have been specifically assigned to his Strata Lot for his vehicle. Illegally parked vehicles will be towed at owner's expense.
 - (e) The parking spaces assigned to a Strata Lot shall not be rented or leased to non-residents.
 - (f) Each Owner is responsible for cleaning up oil leakage in his/her parking stall, as well as the maintenance of same in a neat and orderly condition; failing which, after ten days' notice, the Strata Council will arrange for such cleaning at the Owner's expense.
 - (g) The parking spaces are not to be used for any type of storage. Only passenger automobiles, motorcycles and bicycles shall be parked on common property and these shall be parked in designated and assigned parking spaces; without the approval of the Strata Council no trailer, boat or equipment of any kind shall be parked on any common property.
 - (h) Visitor's parking areas are exclusively for the use of guests or residents, and for temporary parking for tradespeople working in the building. They are on a first come basis.
 - (i) All vehicles parked on the property shall be licensed or have storage insurance in place. Proof of insurance shall be provided to the Strata Council upon request in writing from the Council.
 - (j) Assignment of parking stalls (excluding supplemental stalls rented out by the Strata Corporation) shall be as follows:

Strata Lot #	Parking Stall #	Strata Lot #	Parking Stall #	Strata Lot #	Parking Stall #	Strata Lot #	Parking Stall #
1	6	14	44	27	32 & 33	40	14 & 64
2	5	15	38 & 40	28	31	41	13
3	7 & 9	16	46 & 47	29	45	42	12 & 20
4	4	17	17	30	34 & 35		
5	8	18	54	31	28		
6	2	19	16	32	30		
7	61	20	57	33	19		
8	10 & 11	21	18	34	29 & 56		
9	65	22	41	35	21		
10	43 & 59	23	58 & 62	36	26 & 27		
11	50 & 51	24	39	37	24 & 25		
12	52 & 53	25	36	38	22 & 60		
13	23	26	37	39	15		

Supplemental parking stalls are rented by the Strata Corporation for \$25.00 per month. *(Amended by $\frac{3}{4}$ vote resolution by the owners on September 8, 2014)*

- (18) (a) **Pets** - An Owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (b) An Owner, tenant or occupant must not keep any pets on a Strata Lot without the prior written consent of the Strata Council, except:
- i) no more than 2 dogs
 - ii) no more than 2 cats
 - iii) no more than 1 dog/1cat in combination
 - iv) no more than 2 caged birds (no pigeons)
- (c) The Owners of pets shall be fully responsible for the behaviour of the pets within the Strata Lots and common property and if any pet is deemed, after Notice and the provision of any Hearing as set out in the Strata Property Act, to be a nuisance by the Strata Council, it shall be removed from the development within thirty (30) days from the receipt of Notice from the Strata Council indicating that the pet is to be removed. If the Owner fails to comply within seven (7) days of receiving Notice, the Owner will be fined \$50.00 per month, or portion thereof, during which the offending pet continues to occupy the premises.

- (d) No Strata Lot Owner or visitor will permit a dog to travel or walk on the common areas of the Strata Plan unless controlled on a leash of six feet or less.
 - (e) The Owner of a Strata Lot will be responsible for clean-up, damage or repair caused by their pets or any pets that their guests may bring into the development. Failure to remove all excrement from the common property will result in a \$25.00 fine for each occurrence, in addition to any removal/repair costs.
 - (f) No Strata Lot Owner shall feed pigeons, gulls or other birds, rodents or other animals from their Strata Lot or anywhere in close proximity to the Strata Plan.
- (19) The Strata Council shall administer all recreational facilities, and any rules formulated by the Strata Corporation from time to time shall be binding upon all Owners, tenants, occupants, residents and visitors.
 - (20) Cycling, rollerblading, skateboarding or the use of other non-motorized wheeled apparatus on common property other than roadways is prohibited.
 - (21) The sidewalks, walkways, passages and driveways of the common area shall not be obstructed or used for any purpose other than ingress or egress from the Lots and parking areas within the common area.
 - (22) An Owner or his tenants or his guests shall not deface or damage woodwork, paint work, walls, carpets, or any other common property.

Inform Strata Corporation

- 4 (1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, Strata Lot number and mailing address outside the Strata Plan, if any.
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.

Obtain approval before altering a Strata Lot

- 5 (1) An Owner must obtain the prior written approval of the Strata Corporation before making 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) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building;
 - (e) fences, railings or similar structures that enclose a patio, balcony or common or limited common property;
 - (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.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (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(s), provide satisfactory evidence that the alteration(s) comply with all building codes, that all necessary permits have been obtained, and in the case of structural alterations, provide a written opinion from a qualified architect, engineer or similar professional indicating the structural integrity of the building has been maintained, and execute an Indemnity Agreement. All costs associated with obtaining the aforesaid information shall be the responsibility of the Owner requesting the alteration(s).

For greater certainty, a structural alteration is defined to be any alteration which results in a difference between the physical layout of the Strata Lot and the “as built drawings” which were provided to the Strata Corporation by the developer, and shall include any removal, addition or alterations of any wall, doorway, floor or ceiling or which will change the normal use of the room.

Under no condition will an alteration be permitted which alters the exterior appearance of the building without approval of the Owners by $\frac{3}{4}$ vote resolution.

- (3) Approved alterations shall be done in a workmanlike manner, to standards set by the Strata Council, and shall be done within the hours of 8:00 am to 7:00 pm Monday to Friday, and between 11:00 am and 6:00 pm on Saturday and Sunday, or as prescribed by the Council.
- (4) An Owner who is permitted to make alterations shall be responsible for the removal of any construction debris and clean up of the common property each day.
- (5) Where daily clean up is unsatisfactory, Council shall have authority to complete or cause to be completed such clean up at the expense of the Owner.

- (6) No signs, billboards, notice or advertising material of any kind shall be placed on any part of a unit or common property without prior written consent of the Strata Council. Real Estate signs must be hung from the "hangman".
- (7) All window, patio door coverings and backings must be cream, beige or white.
- (8) 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.
- (9) No awning, shade screen, smoke stack, radio or television antenna and/or satellite dish shall be hung from, protrude out of, be placed on or attached to the exterior of the Strata Lot, without prior written consent of the Strata Council.
- (10) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, decks, patios, or other parts of the Strata Lot so that they are visible from the outside of the building.
- (11) The placing of items on patios and balconies shall be limited to hanging baskets, free standing self-contained planter boxes, summer furniture and accessories, and barbecues (fueled by natural gas, propane gas or electricity only). Any damage, other than normal wear and tear, to patios or balconies caused by items placed by an Owner shall be repaired at the expense of the Owner of the Strata Lot. Gas barbecues stored indoors, including garages, must have the propane tanks removed and stored separately away from the unit, on the deck or the patio.
- (12) The outside of the buildings shall be uniform in colour.
- (13) No enclosures of limited common property, including, without limitation, any balcony or patio or other structural alterations either to the interior or the exterior of the building or Strata Lot shall be made without the previous written consent of the Strata Corporation having been first obtained.
- (14) No alterations to the electrical, wiring, plumbing, piping, venting, gas supply, telecommunication or other services on the Strata Lot or within any walls or on the common property shall be made without the previous written consent of the Strata Corporation having been first obtained.

Obtain approval before altering common property

- 6** (1) An Owner must obtain the prior written approval of the Strata Corporation before making an alteration to common property, limited common

property, or common assets, including, but not limited to, the painting of the exterior, attachment of sunscreens or greenhouses.

- (2) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses related to the alteration.
- (3) The Schedule of Indemnity Agreements attached hereto as Schedule “A”, denoting those strata lots whose common area alterations are subject to a registered Indemnity Agreement, is and forms part of these Bylaws.

Permit entry to Strata Lot

- 7** (1) An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours’ written notice,
 - i) to inspect, repair or maintain common property, common assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure pursuant to section 149 of the Act, or
 - ii) for the purpose of inspecting the lot 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
 - iii) for the purpose of ensuring that the Bylaws are being observed.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 8** (1) The Strata Corporation shall:
- (a) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, recreational facilities, and any

apparatus and equipment used in connection with the common property, common facilities or other assets of the Corporation;

- (b) maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas, public halls and lobbies;
- (c) maintain and repair, including renewal where reasonably necessary the 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;
- (d) maintain and repair the exterior of the buildings, including the decorating of the whole of the exterior of the buildings, but excluding windows, doors, balconies and patios included in the Strata Lot.

(2) The Strata Corporation shall repair and maintain:

- (a) 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,
 - ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) fences, railings and similar structures that enclose patios, balconies and yards;
- (b) a Strata Lot in the Strata Plan, but the duty to repair and maintain is restricted to
 - i) the structure of a building,
 - ii) the exterior of a building,
 - iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - iv) railings and other similar structures that enclose patios, balconies and yards.

- (3) The Strata Corporation shall not be financially responsible to an Owner for any loss, damage or expense to the Owner for overflows or leakage of water arising from the strata lot or any adjoining strata lots where such leakage or overflow results from the wrongful act or neglect of any owner; or the failure of pipes, wires, cables, chutes, ducts, fixtures for the time being existing wholly or partially within the strata lot and not capable of being used in connection with the enjoyment of more than one strata lot.
(Amended by $\frac{3}{4}$ vote resolution by the owners on July 21, 2003)
- (4) 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.
- (5) In the event of an emergency occurring in a Strata Lot whose occupant cannot be contacted, access for protection of common property or safety may have to be gained by force at the Owner's expense.
- (6) 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 from liability to any member of his or her family or tenant or their guests, servants, agents, and invitees but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.
- (7) 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.
- (8) An Owner, or any other occupant of a Strata Lot, shall not, without the prior written consent of the Strata Council, plant a vegetable garden on the common property.

Powers of the Strata Corporation

- (9) The Strata Corporation shall:
 - (a) collect and receive all contributions toward the common expenses paid by the Owners and deposit the same with a savings institution;
 - (b) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of the Corporation;

- (c) be at liberty to assess and collect interest as specified by the Strata Property Act;
 - (d) enforce the Bylaws, Rules and Regulations of the Strata Corporation;
 - (e) give authority to a readily accessible resident representative and the authorized management company to grant entry to the common property to the municipal departments of Building, Health, Assessment and Fire for emergency or inspection purposes;
 - (f) comply with notices or orders by any competent public or local authority requiring repairs or work to be done in respect to the land included in the Strata Plan or buildings, common facilities, or assets of the Strata Corporation.
- (2) The Strata Corporation may:
- (a) borrow money required by it in the performance of its duties or the exercise of its powers;
 - (b) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
 - (c) invest as it may determine in separate accounts money in the fund for administrative expenses, or in the Contingency Reserve Fund;
 - (d) purchase, hire or otherwise acquire personal property for use by Owners in connection with their enjoyment of common property, common facilities or other assets of the Corporation;
 - (e) make an agreement with an Owner or occupier of a Strata Lot for the provision of amenities or services by it to the Strata Lot or to the Owner or occupier;
 - (f) grant an Owner the right to exclusive use and enjoyment of common property, or special privileges for them, the grant to be determinable on reasonable notice, in accordance with section 76 of the Strata Property Act;
 - (g) designate an area as limited common property and specify the Strata Lots that are to have the use of the limited common property;
 - (h) join any organization serving the interests of the Strata Corporation and assess the membership fee in the organization as part of the common expenses;

- (i) obtain and retain by contract the services of a professional real property management firm or professional real property manager (the Manager) for such purposes and on such terms as the Council may from time to time decide.

Corporate Seal

The Strata Corporation shall have a corporate seal, which shall not be used except by authority of the Council previously given and in the presence of the members of the Strata Council or at least two members of it, who shall sign every document to which the seal is affixed. Where there is only one member of the Strata Corporation, his or her signature is sufficient for the purpose of this section, and, if the only member is a Corporation, the signature of the appointed representative on the Strata Council shall be sufficient for the purpose of this section.

Division 3 – Council

Council size

- 9** (1) The Strata Council shall consist of not less than three nor more than seven Owners and shall be elected at each Annual General Meeting.

Council members' terms

- 10** (1) The term of office of a Council member ends at the end of the Annual General Meeting at which the new Council is elected.
- (2) A person whose term as Council member is ending is eligible for reelection.

Removing Council member

- 11** (1) The Strata Corporation may, by a resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more Council members.
- (2) After removing a Council member, the Strata Corporation may hold an election at the same annual or Special General Meeting to replace the Council member for the remainder of the term.

Vacancies

- 12** (1) The office of a member of the Strata Council shall be vacated if the member:
- (a) by notice in writing to the Strata Council resigns his or her office, or

- (b) ceases to be an Owner, or
- (c) is eligible to be liened, or
- (d) becomes of unsound mind, or
- (e) is in contravention of any Bylaw for a period exceeding 30 days.

Replacing Council member

- 13**
- (1) If a Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
 - (2) A replacement Council member may be appointed from any person eligible to sit on the Council.
 - (3) The Council may appoint a Council member under this section even if the absence of the member being replaced leaves the Council without a quorum.
 - (4) If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 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.

Officers

- 14**
- (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.
 - (2) A person may hold more than one office at a time, other than the offices of President and Vice-President.
 - (3) The Vice-President has the powers and duties of the President
 - (a) while the President is absent or is unwilling or unable to act, or
 - (b) for the remainder of the President's term if the President ceases to hold office.
 - (4) If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling Council meetings

- 15** (1) The Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit subject to any provisions of the Strata Property Act.
- (2) 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.
- (3) The notice does not have to be in writing.
- (4) 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.
- (5) The Council must inform Owners about a Council meeting as soon as feasible after the meeting has been called.

Requisition of Council hearing

- 16** (1) By application in writing, stating the reason for the request, an Owner or tenant may request a hearing at a Council meeting.
- (2) If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant within one month of the request.
- (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 hearing.

Quorum of Council

- 17** (1) A quorum of the Council is 2 where the Council consists of 4 or less members, 3 where the Council consists of 5 or 6 members, and 4 where it consists of 7 members.
- (2) Council members must be present in person at the Council meeting to be counted in establishing a quorum.
- (3) Any Strata Council member having a duality of interest or possible conflict of interest on any matter shall not vote or use his or her personal influence

on the matter and he or she shall not be counted in determining the quorum for the meeting. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting and the quorum situation.

Council meetings

- 18**
- (1) At the option of the Council, Council meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
 - (2) If a Council meeting is held by electronic means, Council members are deemed to be present in person.
 - (3) Owners may attend Council meetings as observers, providing they notify the President at least 24 hours in advance of the meeting.
 - (4) Despite subsection (3), 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 hearing under section 144 of the Act;
 - (c) any other matters if the presence of the observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

Voting at Council meetings

- 19**
- (1) At Council meetings, decisions must be made by a majority of Council members present in person at the meeting.
 - (2) Unless there are only 2 Strata Lots in the Strata Plan, if there is a tie vote at a Council meeting, the President may break the tie by casting a second, deciding vote.
 - (3) The results of all votes at a Council meeting must be recorded in the Council meeting minutes.

Council to inform Owners of minutes

- 20**
- The minutes of the Strata Council and General Meetings will be made available within 30 days of the date of the meeting.

Delegation of Council's powers and duties

- 21** (1) Subject to subsections (2) to (4), the Council may delegate some or all of its powers and duties to one or more Council members or persons who are not members of the Council, and may revoke the delegation.
- (2) The Council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must:
- (a) set a maximum amount that may be spent, and
- (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The Council may not delegate its powers to determine, based on the facts of a particular case:
- (a) whether a person should be fined, and the amount of the fine, or
- (b) whether a person should be denied access to a portion of the common property.

Spending restrictions

- 22** (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these Bylaws.
- (2) Despite subsection (1), the Council or its designate may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) The maximum amount of unapproved expenditures is established at \$2,000.00 or 10% of the annual operating budget, whichever is the greater.

Limitation on liability of Council member

- 23** (1) A Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended

exercise of any power or the performance or intended performance of any duty of the Council.

- (2) Subsection (1) does not affect a Council member's liability, as an Owner, for a judgment against the Strata Corporation.
- (3) The standard of care and conduct for Strata Council members shall be as follows:
 - (a) All Strata Council members shall exercise their powers and duties in good faith and in the interest of and with the utmost loyalty to the Strata Corporation and the Owners. All Council members shall comply with all provisions of the Strata Corporation's Bylaws, Rules and Regulations and the provisions of the Strata Property Act.
 - (b) Any duality of interest or possible conflict of interest on the part of any Strata Council member shall be disclosed to the other Council members at the first meeting of the Strata Council at which the interested Strata Council member is present after the conflict of interest is or should be discovered. Such disclosure shall be made a matter of record in the minutes of the Strata Council meeting at which the disclosure of the conflict of interest is made.
 - (c) Any contract or transaction between the Strata Corporation and a Strata Council member must be commercially reasonable to the Strata Corporation at the time it is authorized, ratified, approved or executed.
 - (d) Any Strata Council member having a duality of interest or possible conflict of interest on any matter shall not vote or use his or her personal influence on the matter and he or she shall not be counted in determining the quorum for the meeting. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting and the amended quorum situation.
 - (e) Notwithstanding the generality of the foregoing, for purposes of this policy a Strata Council member shall be deemed to be so interested if he or she is a principal, officer or employee or has a financial interest exceeding \$500.00 in the firm.
 - (f) The foregoing requirements shall not be considered as preventing the Strata Council member from briefly stating his or her position in the matter, nor from answering pertinent questions of other Strata Council members since his or her knowledge may be of great assistance.

Division 4 – Enforcement of Bylaws and Rules

Violation of Bylaws

- 24** (1) An infraction or violation of these Bylaws or any Rules and Regulations established under them on the part of an Owner, his or her employees, agents, invitees or tenants may be corrected, remedied or cured by the Strata Corporation.
- (2) Any costs or expense so incurred by the Corporation shall be charged to that Owner and shall be added to and become a part of the assessment of that Owner for the month next following the date on which the costs or expense are incurred, but not necessarily paid by the Corporation, and shall become due and payable on the date of payment of the monthly assessment.
- (3) The Strata Corporation may recover from an Owner by an action for debt in a Court of competent jurisdiction money which the Strata Corporation is required to expend as a result of an act or omission by the Owner, his or her employees, agents, invitees or tenants, or an infraction or violation of these Bylaws or any Rules and Regulations established under them, and there shall be added to any amount found due, all costs of such action including costs as between solicitor and own client expenses on an indemnity basis.

Maximum fine

- 25** (1) The Strata Corporation may fine an Owner or tenant a maximum of
- (a) \$200.00 for each contravention of a Bylaw, and
- (b) \$50.00 for each contravention of a rule.
- (2) Pursuant to the provisions of section 171 (4) of the Strata Property Act, the authorization referred to in subsection (2) of that section is not required for a proceeding under the Small Claims Act against an Owner or other person to collect money owing to the Strata Corporation, including money owing as a fine.

Continuing contravention

- 26** 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.

Division 5 – Annual and Special General Meetings

Person to chair meeting

- 27** (1) Annual and Special General Meetings must be chaired by the President of the Council.
- (2) If the President of the Council is unwilling or unable to act, the meeting must be chaired by the Vice-President of the Council.
- (3) If neither the President nor the Vice-President of the Council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

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

Voting

- 29** (1) At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- (2) An owner whose strata lot is eligible to be lienied pursuant to bylaw 33 (5) shall be ineligible to vote on any resolutions other than unanimous resolutions considered at an Annual or Special General Meeting of the Strata Corporation. *(Adopted by $\frac{3}{4}$ vote resolution by the owners on July 21, 2003)*
- (3) 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.
- (4) If a precise count is requested, the chair must decide whether it will be by a show of voting cards or by roll call, secret ballot or some other method.
- (5) 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.
- (6) 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, or Chairperson, may break the tie by casting a second, deciding vote.

- (7) Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

- 30** (1) The order of business at Annual and Special General Meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last Annual or Special General Meeting;
 - (g) deal with unfinished business;
 - (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.
- (2) If at the appointed time for a General Meeting, a quorum is not present, the meeting shall stand adjourned for a period of fifteen (15) minutes,

whereupon the adjourned meeting shall be reconvened at the same time and place and the persons present, entitled to vote, shall constitute a quorum. *(Amended by $\frac{3}{4}$ vote resolution by the owners on September 9, 2013)*

- (3) All notices of Annual or Special General Meetings will be sent via mail to the last known address of the Strata Lot Owner.

Division 6 – Dispute Resolution

- 31** A dispute among Owners, tenants, the Strata Corporation or any combination of them shall be resolved in accordance with the powers, authorities and limitations set out in sections 129 - 138 and 170 - 173 of the Strata Property Act.

Division 7 – Finances

Common expenses

- 32** (1) The Strata Lot Owner's contribution to the common expenses of the Strata Corporation shall be levied in accordance with this Bylaw.
- (2) Where the Strata Plan consists of more than one or more type of Strata Lot, the common expenses shall be apportioned in the following manner:
- (a) common expenses attributable to one or more type of Strata Lot shall be allocated to that type of Strata Lot and shall be borne by the Owners of that type of Strata Lot in proportion that the unit entitlement of the Strata Lot bears to the aggregate unit entitlement of all types of Strata Lots concerned,
 - (b) common expenses not attributable to a particular type or types of Strata Lot shall be allocated to all Strata Lots and shall be borne by the Owners in proportion to the unit entitlement of their Strata Lots.
 - (c) Where a Strata Plan includes limited common property, expenses attributable to the limited common property which would not be expended if the area had not been designated as limited common property shall be borne by the Owners of the Strata Lots entitled to use the limited common property in proportion to the unit entitlement of their Strata Lots.

Annual Budget and Maintenance Assessments

- 33** (1) At each Annual General Meeting the Strata Corporation shall prepare an annual budget for the following 12 month period and all Owners shall pay a monthly assessment in accordance with their unit entitlement.

- (2) Prior to the 1st day of the last month of the fiscal 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 fiscal year. The budget shall include a reasonable provision for contingencies and replacements.
- (3) Prior to the 15th day of the last month of each fiscal year the Strata Corporation shall mail to each Owner a copy of the proposed budget for the ensuing calendar year together with a notice of the assessment for his contribution towards the common expenses of that year.
- (4) The common expenses set forth in each assessment shall be payable to the Strata Corporation, or to any other persons, firm or Corporation to whom the Strata Corporation shall direct payment to be made from time to time, in twelve (12) equal monthly installments, in advance, commencing on the 1st day of the fiscal year.
- (5) Monthly maintenance payments are due and payable on the 1st day of each month in advance. Maintenance fees not received within fifteen (15) days of the due date shall be subject to a \$50.00 administration fee in addition to late payment interest as set by the regulations (Strata Property Act). Payment plus interest and administration fee not received by the 15th day of the following month and each month thereafter will be subject to interest charges as set out in the Strata Property Act regulations. While lien eligibility for unpaid maintenance fees shall be on the 2nd day of the month the maintenance fees are due, a lien will be placed on the Strata Lot at the Owner's expense for the total monies due, including interest and administration fees, if all fees due are not paid after a 45 day period.
- (6) Within seven (7) days following written application therefore by the Owner, the Strata Corporation shall furnish to the Owner a statement setting forth as of its due date the amount of any unpaid assessments then due from such Owner.
- (7) If at any time it appears that the annual assessment of contribution towards the common expenses will be insufficient to meet the common expenses, the Strata Corporation may assess and collect a special levy against each Strata Lot in an amount sufficient to cover the additional anticipated common expenses. The Strata Corporation shall give notice of such further assessment to all Owners which shall include a written explanation setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the Strata Corporation.

Division 8 – Leasing or Renting of Strata Lots

- 34** (1) (a) No more than eight (8) Strata Lots within the Strata Plan will be leased or rented at any given time.
- (b) No Owner shall rent or lease their unit on anything less than a yearly basis, or such longer term as the Council may establish.
- (c) These limitations shall be administered and enforced by the Strata Council.
- (d) The Strata Council reserves the right to exceed the limitations set out in this Bylaw should it be deemed necessary, based on a hardship case or extenuating circumstances.
- (e) Where the limit of leased or rented Strata Lots established in Section (1) is less than (8), and there is more than one owner wishing to rent or lease his/her strata lot, permission will be given by priority of notification of intent in writing to the Strata Council. This will be valid for a sixty day period from the date of submission.
- (2) For the purpose of enforcing these limitations, the following administrative provisions apply:
- (a) An Owner who wishes to lease a Strata Lot shall first obtain approval from the Strata Council. The Owner shall deliver to the Strata Council or the Property Manager employed by the Strata Corporation a written request for a Lease Permit together with the following:
- i) The name, occupation and address of each tenant or person who will occupy the Strata Lot during the term of the proposed lease;
- ii) Where applicable, the business telephone number of the tenant or tenants;
- iii) The commencement date and term of the lease;
- iv) A completed "Form K - Notice of Tenant's Responsibilities" (section 146, Strata Property Act);
- v) If requested by the Strata Council, a security deposit in an amount not to exceed \$400.00 to be held by the Strata Corporation for the purposes set forth in this Bylaw.
- (b) Upon receipt of a written request for a Lease Permit from an Owner together with the items and information outlined above, the Strata

Council or the Property Manager employed by the Strata Corporation may within 14 days of receipt of the request either:

- i) issue a Lease Permit to the Owner, or
 - ii) advise the Owner the request has been denied.
 - (c) Only a Strata Lot in respect of which a Lease Permit has been issued pursuant to this Bylaw and which has not been cancelled pursuant to this Bylaw may be leased by the Owners.
- (3) A Lease Permit shall be deemed to be cancelled in any of the following events:
- (a) in the event that the tenant or tenants named in the Lease Permit cease to occupy the Strata Lot named in the Permit as their principal residence; or
 - (b) in the event that the Owner and/or the tenant has failed to comply with the provisions of the Strata Property Act, the Bylaws and the Rules and Regulations of the Strata Corporation for a period of thirty (30) days after notice of the non-compliance has been mailed to the Owner and/or the tenant by the Strata Corporation; or
 - (c) in the event that the lease in respect of which it was issued is terminated, assigned, or expires without renewal.
- (4) Sub-leasing of the Strata Lot or portions thereof shall not be permitted.
- (5) Any Owner who leases a Strata Lot without first obtaining a Lease Permit pursuant to this Bylaw or continues to lease a Strata Lot after the cancellation, without replacement, of a Lease Permit issued with respect to that Strata Lot shall, notwithstanding section 26 (1) of these Bylaws, be liable to pay to the Strata Corporation a fine in the amount of \$500.00 for each contravention of this Bylaw.
- (6) A security deposit paid to the Strata Corporation pursuant to section (2) (a) v) of this Bylaw shall be held by the Strata Corporation on the following terms and conditions:
- (a) The Strata Corporation may apply the full amount of the deposit or any portion thereof on account of any monies payable to the Strata Corporation under these Bylaws or with respect to any damage, loss, or expense suffered by the Strata Corporation as a result of damage or injury to the common property, assets, or common facilities of the Strata Corporation caused by any person occupying the Strata Lot in respect of which the deposit is made;

- (b) The balance of the deposit, if any, plus interest, shall be repaid by the Strata Corporation to the Owner in any of the following events:
 - i) if the Strata Lot in respect of which the deposit is made becomes vacant or unoccupied; or
 - ii) if the Owner retakes possession of the Strata Lot as his or her principal residence; or
 - iii) if a new Lease Permit is issued with respect to the Strata Lot.
- (7) The Strata Corporation shall have the right to terminate the tenancy of any tenant who repeatedly or continuously contravenes a reasonable and significant Bylaw or rule of the Strata Corporation and who seriously interferes with another person's use and enjoyment of a Strata Lot, common property or common asset (section 138).
- (8) Tenants who do not vacate and give up the premises when required to do so by the Strata Corporation shall be subject to Court action. All legal proceedings required for the forceful eviction of the tenants will be undertaken by the Strata Council, and all legal and other costs incurred will be charged to the Strata Lot Owner.
- (9) The Strata Corporation shall remove and dispose of any property or possessions remaining on common property after notice to remove and dispose of the property has been given to the tenant and the costs of such removal and disposition shall be charged to the Strata Lot Owner.
- (10) Should any Owner of a Strata Lot lease or rent the Strata Lot in contravention of the limitations contained in this Bylaw, the Strata Council shall be entitled to take any or more of the following actions:
 - (a) Take all necessary steps to terminate the tenancy agreement or lease on behalf of the Strata Lot; or
 - (b) Notwithstanding section 26 (1) of these Bylaws, levy a fine not to exceed \$500.00 for each month in contravention, such fine to be added to and form part of the month's assessment or levy to be collected by the Strata Corporation from the Owner of the Strata Lot, and the Strata Council is hereby authorized to take all necessary steps to collect such amounts from any Owner;
 - (c) Seek a declaration of any Court of competent jurisdiction with regard to the enforcement with limitation and/or an injunction to prevent the continued rental or leasing of such Strata Lot; and upon receiving such declaration or injunction, costs shall be the responsibility of the Strata Lot Owner contravening the provisions

of the Bylaw and shall be recoverable on a solicitor and own client basis by the Strata Corporation; and

- (d) Should any portion of this Bylaw be deemed unenforceable by any Court of competent jurisdiction, then for the purposes of interpretation and enforcement of the Bylaw, each sub-paragraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (11) Notwithstanding the provisions of this Bylaw and sub-paragraphs thereof, the Council will, upon the application of a resident Owner, normally authorize the occupancy of a resident Owner's furnished or unfurnished unit during their absence for a period not exceeding one (1) year, providing the required Form "K" has been completed.

Division 9 – Moving and Resale

- 35**
- (1) It will be the express responsibility of the Owner to ensure that all moves in and out by the Owner or resident conform to the regulations as established by the Strata Council from time to time.
 - (2) No advertising for the resale or rental of a Strata Lot shall be permitted within the boundaries of the Strata Corporation, without the prior consent of the Strata Corporation.
 - (3) A charge of \$100.00 will be levied against the Strata Lot for every move into the Strata Lot, whether by Owner or tenant, and a charge of \$100.00 will be levied against the Strata Lot for every move out of the Strata Lot, whether by Owner or tenant. This charge is to help defray the administrative and maintenance costs of such changes in Ownership or tenancy and will be levied automatically. *(Amended by ¾ vote resolution by the owners on September 10, 2012)*
 - (4) In those cases where a change of ownership does not involve a change of occupants, an administrative fee of \$50.00 will be levied against the Strata Lot.

Division 10 – Insurance

- 36**
- (1) The Strata Corporation shall:
 - (a) obtain and maintain insurance on buildings, the common facilities, and any insurable improvements owned by the Strata Corporation to the full replacement values as required by sections 149 and 150 of the Strata Property Act;

- (b) on the written request of an Owner or mortgagee of a Strata Lot, produce to him/her or a person authorized in writing by him/her the insurance policies effected by the Strata Corporation and the receipts for the last premiums;
 - (c) review annually the adequacy of the insurance;
 - (d) pay premiums on policies of insurance effected by it under Sections 149 and 150 of the Strata Property Act;
 - (e) obtain and maintain insurance in respect of other perils, including liability, as provided in Sections 149 and 150 of the Strata Property Act.
- (2) In connection with insurance claims, the Strata Corporation shall have the following authority and powers:
 - (a) to establish and maintain a plan for setting the deductible portion of insurance claims;
 - (b) to cause the Owner or Owners of the property being the subject matter of the deductible portion of the insurance or otherwise receiving a benefit from the insurance claim to bear all or a portion of such deductible, such portion to be decided by the Strata Corporation in its sole discretion;
 - (c) to enforce and collect all costs as determined in (a) and (b) above, including all or a portion of deductibles to be paid by the Owner of the property, borrowing costs including interest, and administrative costs in the same manner and, subject to the special powers of the Strata Corporation under this Bylaw, to the same extent that common expenses levied under the Act and the Bylaws of the Strata Corporation may be collected from Owners.
- (3) Where the individual Owner's condominium insurance standard policy and the Strata Corporation's insurance policy overlap in coverage the following policy is adopted:
 - (a) Where an insurance incident occurs exterior to the walls of a condominium unit and causes damage to the property within the walls of the unit which, in the opinion of the Strata Corporation, is not caused by negligence of the Owner, the claim is against the Strata Corporation policy and the Strata Corporation funds will be used to pay the deductible;
 - (b) Where an incident occurs exterior to the walls of a condominium unit and causes damage to that Owner's interior property which, in the opinion of the Strata Corporation, is caused by the Owner, the claim will be against the Strata Corporation policy; however, the

property Owner will be responsible for all or a portion of the deductible. The portion of the deductible to be paid by the property Owner to be determined by the Strata Corporation in its sole discretion;

- (c) Where an incident occurs within the walls of a condominium unit and causes damage to property within the walls of the same condominium unit, the claim is against the Strata Lot Owner as a named insured on the policy, and the deductible is the responsibility of the property Owner.

Division 11 – Severability

- 37** The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any Bylaw does not affect the validity of the remaining Bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

Schedule of Indemnity Agreements

[illegible]

STRATA PLAN LMS 1432 – VILLAGE DEL MAR II

PATIO STORAGE SHEDS POLICY

Owners may install patio area storage sheds subject to compliance with the following conditions:

1. The sheds may be of a wood or synthetic construction material.
2. The sheds must be of a professional design in appearance.
3. The sheds may not exceed the height of the fence surrounding the patio.
4. A wooden shed must be painted to match the colour of the patio fence.
5. The shed installation must not interfere with or cause damage to the exterior envelope of the building or its performance.
6. The owner installing the shed is responsible for any damage, maintenance, repair or replacement of the shed and its contents.
7. The owner acknowledges that the shed may have to be removed or relocated, at the owner's cost, in the event the Strata Corporation is required to access areas of the building blocked by the shed for the purpose of undertaking repairs or maintenance work on the common property. The owner of the shed will be solely responsible for any and all costs incurred to remove or relocate a shed for this purpose.
8. Flammable or hazardous materials may not be stored inside the shed.
9. Before installing a storage shed, the owner must obtain the written approval of the Strata Council, and approval will be contingent upon compliance with the above conditions. The owner is required to complete an Indemnity Agreement in conjunction with approval to install a shed, and submit this Agreement to the Strata Council.

(Policy approved by the owners at Special General Meeting on February 4, 2002.)