

Nov-27-2019 15:01:20.001

CA7892960

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Howard Engman  
LUAF67Digitally signed by  
Howard Engman LUAF67  
Date: 2019.11.27  
14:14:49 -08'00'

- 
1. CONTACT: (Name, address, phone number)

BAYSIDE PROPERTY SERVICES LTD.

Telephone: 604-432-7774

100 - 6400 Roberts Street

Burnaby

BC V5G 4C9

Document Fees: \$29.66

Deduct LTSA Fees? Yes 

- 
2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

- 
3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR THE OWNERS, STRATA PLAN LMS3990**Related Plan Number: **LMS3990**


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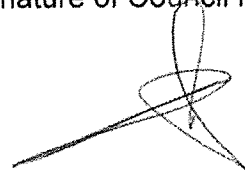
*Strata Property Act*  
FORM I  
AMENDMENT TO BYLAWS  
(Section 128)

**The Owners, Strata Plan LMS 3990**, certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on October 29<sup>th</sup>, 2019.

**BE IT RESOLVED THAT** The Owners, Strata Plan LMS 3990, hereby approve the addition of the following bylaw, which would be Bylaw 3.22(h):

3.22(h) Any breach of Bylaw 3.22 is subject to a fine of up to \$1,000 per day.

  
\_\_\_\_\_  
Signature of Council Member

  
\_\_\_\_\_  
Signature of Second Council Member (not required if council consists of one member)

## NEW WESTMINSTER LAND TITLE OFFICE

Jun-20-2019 15:04:54.001

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

CA7572184

PAGE 1 OF 2 PAGES

- Your electronic signature is a representation by you that:
    - you are a subscriber; and
    - you have incorporated your electronic signature into
      - this electronic application, and
      - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
  - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
    - the supporting document is identified in the imaged copy of it attached to this electronic application;
    - the original of the supporting document is in your possession; and
    - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Marnie Gunther  
IWXE7c=CA, cn=Marnie Gunther  
IWXE7, o=Notary,  
ou=Verify ID at  
www.juricert.com/  
LKUP.cfm?id=IWXE7

1. CONTACT: (Name, address, phone number)

BAYSIDE PROPERTY SERVICES LTD.

100 - 6400 Roberts Street

Burnaby

BC V5G 4C9

Telephone: 604-432-7774 lc

Document Fees: \$29.66

Deduct LTSA Fees? Yes 

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR THE OWNERS, STRATA PLAN LMS3990**Related Plan Number: **LMS3990**

*Strata Property Act*  
FORM I  
AMENDMENT TO BYLAWS  
(Section 128)

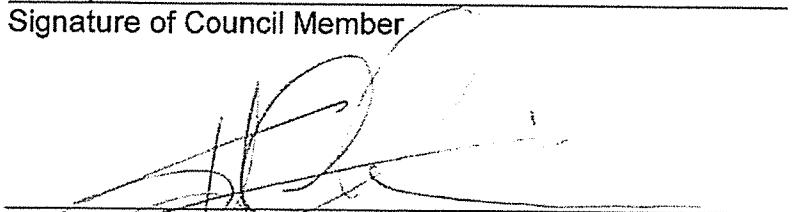
The Owners, **Strata Plan LMS 3990**, certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on April 10<sup>th</sup>, 2019.

**BE IT RESOLVED** by a 3/4 vote of The Owners, Strata Plan LMS 3990 (the "Strata Corporation") that, pursuant to section 128 of the *Strata Property Act*, the bylaws of the Strata Corporation be amended by repealing Bylaw 13 and replacing it with the following in its entirety:

- 13.1 An owner or the spouse of an owner may stand for strata council, but not both in respect of any strata lot owned by an owner or the spouse.
- 13.2 No person may stand for the strata council or continue to be on the strata council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 13.3 The term of office of a strata council member ends at the end of the annual general meeting at which the new strata council is elected.
- 13.4 A person whose term as strata council member is ending is eligible for re-election.



\_\_\_\_\_  
Signature of Council Member



\_\_\_\_\_  
Signature of Second Council Member (not required if council consists of one member)

Nov-06-2018 15:56:51.001

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

CA7175657

PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
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    - this electronic application, and
    - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBK 1996, C.250.
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  - the supporting document is identified in the imaged copy of it attached to this electronic application;
  - the original of the supporting document is in your possession; and
  - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Marnie Gunther  
IWXE7

c=CA, cn=Marnie Gunther  
IWXE7, o=Notary,  
ou=Verify ID at  
www.juricert.com/  
LKUP.cfm?id=IWXE7

1. CONTACT: (Name, address, phone number)

**BAYSIDE PROPERTY SERVICES LTD.**

100 - 6400 Roberts Street

Burnaby

BC V5G 4C9

Telephone: 604-432-7774

mr

Document Fees: \$28.63

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

**NO PID NMBR THE OWNERS, STRATA PLAN LMS3990**

Related Plan Number: **LMS3990**

*Strata Property Act*  
FORM I  
AMENDMENT TO BYLAWS  
(Section 128)

**The Owners, Strata Plan LMS 3990**, certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on October 16<sup>th</sup>, 2018.

**WHEREAS** the Strata Corporation proposes to include additional provisions in its bylaws.

**BE IT RESOLVED THAT:**

1. The bylaws of the Strata Corporation be amended by adding the following as Bylaw 3.22:
  - 3.22 No Owner, Tenant, or Occupant will for any reason grant a license to any person to occupy a Strata Lot under any of the following arrangements:
    - (a) As a motel, hotel, inn, hostel, or bed and breakfast, or other similar accommodations;
    - (b) As a boarding house, home stay, or student housing;
    - (c) Through any website designed for booking short term or vacation accommodations including, but not limited to, [www.Airbnb.com](http://www.Airbnb.com), [www.vrbo.com](http://www.vrbo.com) and other similar websites;
    - (d) Through any application designed for booking short term or vacation accommodations downloaded by a user to a mobile device;
    - (e) Through any other person, agency, or organization which makes arrangements for, or which itself reserves, short term or vacation accommodations; or
    - (f) Through a home exchange program with or without any payment exchanged or transacted; or
    - (g) At a nightly, weekly or monthly rate.
2. The Strata Council of the Strata Corporation (the "Strata Council") take all such further actions as are required to register the amendments set out in this Resolution

(the "Amendments") with the Land Title Office including, but not limited to, filing a Form I, Amendment to Bylaws.

3. Any two members of the Strata Council execute such documents as are required to register the Amendments in the Land Title Office on behalf of the Strata Corporation.

**WHEREAS** the Strata Corporation proposes to include additional provisions in its bylaws.

**BE IT RESOLVED THAT:**

The bylaws of the Strata Corporation be amended by adding the following as Bylaw 3.23:

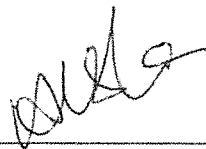
- 3.23 An Owner, Tenant, Occupant or Visitor must not use a Strata Lot or the common property for the purpose of growing, cultivating, producing, harvesting, storing, marketing, selling or distribution of marijuana or any other "controlled substance" as that term is defined in the Controlled Drugs and Substances Act, S.C 1996, c. 19, as amended.

**WHEREAS** the Strata Corporation proposes to include additional provisions in its bylaws.

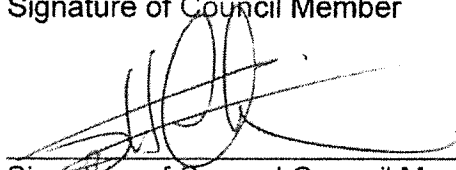
**BE IT RESOLVED THAT:**

The bylaws of the Strata Corporation be amended by adding the following as Bylaw 3.24:

- 3.24 An Owner, Tenant, Occupant or Visitor shall wait until the garage gate is in a closing position prior to leaving the vicinity of the gate. When the parking garage gate is in a functioning condition, an Owner, Tenant, Occupant or Visitor shall not do anything that will cause a safety hazard to the building by vacating the area of the parking garage gate while it remains in the open position.



\_\_\_\_\_  
Signature of Council Member



\_\_\_\_\_  
Signature of Second Council Member (not required if council consists of one member)

Oct-28-2015 15:12:09.001

CA4772202

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 8 PAGES

- Your electronic signature is a representation by you that:
  - you are a subscriber; and
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Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Howard Engman W8K43E	c=CA, cn=Howard Engman W8K43E, o=Notary, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=W8K43E
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1. CONTACT: (Name, address, phone number)

**BAYSIDE PROPERTY SERVICES LTD.**

Telephone: 604-638-6141

6400 ROBERTS STREET - SUITE 100

BURNABY

BC V5G 4C9

Document Fees: \$25.48

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**NO PID NMBR THE OWNERS, STRATA PLAN LMS3990**

Related Plan Number: **LMS3990**



*Strata Property Act*  
FORM I  
AMENDMENT TO BYLAWS  
(Section 128)

**The Owners, Strata Plan LMS 3990, certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on October 22<sup>nd</sup>, 2015.**

**WHEREAS** the Strata Corporation proposes to include additional provisions in its bylaws.

**BE IT RESOLVED** that:

1. Except as set out in paragraph 2 below, the existing bylaws of the Strata Corporation (the "Existing Bylaws") be amended by deleting existing Bylaw 7 in its entirety and replacing it with Bylaw 7 as set out in the attached Schedule A (the "New Bylaws").
2. Notwithstanding paragraph 1 above, Bylaw 7 of the Existing Bylaws remain in effect to the extent that it limits to 33 the number of strata lots that may be rented, but that it be amended by replacing it with the language in Bylaw 7 of the New Bylaws.
3. The Strata Council of the Strata Corporation (the "Strata Council") take all such further actions as are required to register the amendments set out in this Resolution (the "Amendments") with the Land Title Office, including but not limited to filing a Form I, Amendment to Bylaws.
4. Any two members of the Strata Council execute such documents as are required to register the Amendments in the Land Title Office on behalf of the Strata Corporation.

**WHEREAS** the Strata Corporation proposes to include additional provisions in its bylaws.

**BE IT RESOLVED** that:

1. **The bylaws of the Strata Corporation be amended by:**

- (a) Adding the following as Bylaw 4.13:

As of the date that this resolution is approved, no Owner, Tenant, or Occupant will keep or permit a cat to be kept in a Strata Lot. Notwithstanding the foregoing, a cat which was occupying a Strata Lot on the date that this resolution was approved may remain in the Strata Lot as long as such cat is living. Immediately upon approval of this Bylaw, an Owner, Occupant or Tenant who is keeping a cat in a Strata Lot will provide to the Strata Council the name, weight, breed, colour, and sex of the cat;

- (b) Adding Bylaws 34, 35, 36 and 37 as set out in Schedule B.
2. The Strata Council of the Strata Corporation (the "Strata Council") take all such further actions as are required to register the amendments set out in this Resolution (the "Amendments") with the Land Title Office, including but not limited to filing a Form I, Amendment to Bylaws.
  3. Any two members of the Strata Council execute such documents as are required to register the Amendments in the Land Title Office on behalf of the Strata Corporation.



\_\_\_\_\_  
Signature of Council Member



\_\_\_\_\_  
Signature of Second Council Member (not required if council consists of one member)

## Schedule A

### 7.0 RENTALS

7.1 In this Bylaw 7.0, the following words have the following meanings:

- (a) **"Act"** means the *Strata Property Act* [S.B.C.] c.43 as amended or replaced from time to time;
- (b) **"Bylaws"** means the Bylaws of the Strata Corporation;
- (c) **"Owner"** means the person shown in the register of a land title office as the owner of a freehold estate in a Strata Lot in the Strata Plan, whether entitled to it in the person's own right or in a representative capacity;
- (d) **"Rental Consent"** means written consent from the Strata Corporation to rent a Strata Lot;
- (e) **"Rental Waiting List"** means a waiting list to be administered by the Strata Council in accordance with Bylaw 7.5;
- (f) **"Rules"** has the meaning ascribed to it in the Act;
- (g) **"Strata Corporation"** means the strata corporation formed by deposit of the Strata Plan;
- (h) **"Strata Council"** means the duly elected Strata Council of the Strata Corporation;
- (i) **"Strata Lot"** means a lot shown on the Strata Plan;
- (j) **"Tenant"** has the meaning ascribed to it in the Act.

7.2 No more than 33 Strata Lots may be rented at any one time.

7.3 Except with the Rental Consent, no Owner shall enter into a tenancy agreement, rent, or lease, a Strata Lot.

7.4 An Owner who makes a written application to the Strata Corporation for Rental Consent will make the application no less than 2 months prior to the date on which the Owner proposes to rent the Strata Lot, and will provide to the Strata Corporation:

- (a) the name of the Owner and the applicable Strata Lot, including the PID and Strata Lot number;
- (b) the address outside of the Strata Plan where the Owner can be reached, and
- (c) the period during which the Owner proposes to rent the Strata Lot.

7.5 At the time the Owner makes a written application to the Strata Corporation for Rental Consent:

- (a) if the number of Strata Lots rented is at the limit stated in Bylaw 7.2, excluding exempt Strata Lots pursuant to sections 142 and 144 of the Act, the Strata Corporation shall:
  - (i) refuse to provide the Rental Consent, and notify the Owner in writing of the reason for such refusal; and
  - (ii) place the Owner on the bottom of the Rental Waiting List; or
- (b) if:

- (i) the number of Strata Lots rented is less than the limit referred to in Bylaw 7.2 excluding exempt Strata Lots pursuant to sections 142 and 144 of the Act;
- (ii) the proposed tenancy is for a duration of no less than 1 year; and
- (iii) there are no Owners on the Rental Waiting List;

the Strata Corporation shall grant the Rental Consent.

7.6 If no Tenant has occupied the Strata Lot within 90 days of the date that an Owner received the Rental Consent, the Rental Consent shall be deemed revoked, and the Owner shall have no further right to rent the Strata Lot. During the 90 days immediately following the date that an Owner received the Rental Consent, the Strata Lot shall be deemed rented for the purposes of the limit stated in Bylaw 7.2.

7.7 If:

- (a) an Owner conveys or transfers a Strata Lot in whole or part; or
- (b) ceases to rent a Strata Lot for any reason; or
- (c) a Tenant vacates a Strata Lot and the Owner has not within 90 days filed a new Form K Notice of Tenant's Responsibilities evidencing that a new Tenant is occupying the Strata Lot;

the Rental Consent shall be automatically revoked, and the Owner of the Strata Lot shall no longer have the right to rent the Strata Lot, and the Strata Corporation shall grant the Rental Consent to the Owner at the top of the Rental Waiting List.

7.8 Prior to possession of a Strata Lot by a Tenant, an Owner must deliver to the Tenant the current Bylaws and Rules, and a Form K Notice of Tenant's Responsibilities in the form required by the Act.

7.9 Within two weeks of renting a Strata Lot, an Owner must give the Strata Corporation a copy of the Form K Notice of Tenant's Responsibilities duly signed by the Tenant.

7.10 Where an Owner rents a Strata Lot in contravention of this Bylaw 7.0, the Owner shall be subject to a fine of \$500.00 applied every 7 days in which the contravention continues and the Strata Corporation may take all necessary steps to terminate the Owner's agreement with the Tenant, including, but not limited to, seeking a declaration or Court injunction to enforce this Bylaw 7.0. Any legal costs incurred by the Strata Corporation in enforcing this Bylaw 7.0 shall be the responsibility of the contravening Owner and shall be recoverable from the Owner on a solicitor and own client basis by the Strata Corporation.

7.11 Notwithstanding this Bylaw 7.0, an Owner may apply in writing to the Strata Council for an exemption pursuant to Section 144 of the Act, provided that if the Strata Corporation grants an exemption it may limit the period of time during which such exemption is applicable.

## Schedule B

### 34.0 DEFINITIONS

34.1 In Bylaws 35 and 36, the following terms have the following meanings:

- (a) **"Act"** means the *Strata Property Act* [S.B.C.] c.43 as amended or replaced from time to time;
- (b) **"Bylaws"** means these Bylaws of the Strata Corporation;
- (c) **"Monitoring Devices"** means video cameras, digital cameras, or other similar recording devices and monitors;
- (d) **"Common Asset"** has the meaning ascribed to it in the Act;
- (e) **"Common Property"** has the meaning ascribed to it in the Act;
- (f) **"Guests"** means any persons for whom the Owner is, at law responsible, including without limiting the generality of the foregoing, the Owner's Occupant, Tenant, or Invitee;
- (g) **"Invitee"** means a Person who enters the Premises at the invitation of an Owner, Tenant, or Occupant;
- (h) **"Occupant"** means a Person, other than an Owner or Tenant, who occupies a Strata Lot;
- (i) **"Owner"** means the person shown in the register of a land title office as the owner of a freehold estate in a Strata Lot in the Strata Plan, whether entitled to it in the person's own right or in a representative capacity;
- (j) **"Person"** is to be broadly interpreted and includes without limiting the generality of the foregoing, males, females, adults, children, individuals, corporations, partnerships, and unincorporated organizations;
- (k) **"Premises"** means inclusively any and all Strata Lots, Common Property, Limited Common Property, and land that is a Common Asset;
- (l) **"Regulations"** means the *Strata Property Regulation*, B.C. Reg. 43/2000 as amended or replaced from time to time;
- (m) **"Rules"** has the meaning ascribed to it in the Act;
- (n) **"Strata Corporation"** means the strata corporation formed by deposit of the Strata Plan;
- (o) **"Strata Council"** means the duly elected Strata Council of the Strata Corporation;
- (p) **"Strata Lot"** means a lot shown on the Strata Plan;
- (q) **"Visitor Parking Pass"** means a visitor parking pass issued by the Strata Corporation;
- (r) **"Visitor Parking Stall"** means a parking stall designated for visitor parking and located on property held by Crystal Square Parking ASP 5 on P4, for which the Strata Corporation pays a fee for use.

35.0 VISITOR PARKING

35.1 An Owner is entitled to receive two Visitor Parking Passes from the Strata Corporation, provided that:

- (a) the Visitor Parking Pass will remain the property of the Strata Corporation and the Owner will promptly return it to the Strata Corporation upon the sale or transfer of a Strata Lot; and
- (b) an Owner may request a replacement Visitor Parking Pass from the Strata Corporation upon payment to the Strata Corporation of a replacement fee of \$75.00

35.2 No Owner, Tenant or Occupant shall at any time:

- (a) park a vehicle in a Visitor Parking Stall, or
- (b) permit any Person to park in a Visitor Parking Stall unless such Person displays a valid visitor parking permit issued by the Strata Corporation on the dashboard of the vehicle.

36.0 SECURITY

36.1 The Strata Corporation may install and maintain Monitoring Devices on the Common Property or land that is a Common Asset for the purpose of monitoring Common Property and land that is a Common Asset, including:

- (a) Being alerted to the presence of trespassers on the Premises; and
- (b) Deterring, preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance, damage or criminal activity caused by any Person on the Premises

36.2 Without limiting the generality of Bylaw 36.11:

- (a) the Strata Corporation may install Monitoring Devices in the residential parkade, the storage locker facility, car wash areas, elevator lobby areas, elevators, ground floor lobby, garbage and recycling room, front door entrances, 5<sup>th</sup> floor gym, and swimming pool;
- (b) the Monitoring Devices will operate at all times and may include special features such as sound, zoom, facial recognition, and night-vision, and
- (c) the purpose of the Monitoring Devices includes deterring break-ins to cars and lockers, encouraging safety in the residential parkade, gym, elevators, storage locker facility, and swimming pool, mailbox security, monitoring the entry of residents and visitors.

36.3 Footage from the Monitoring Devices may be reviewed by the resident caretaker, strata manager, and members of the Strata Council for the purpose of investigating a security issue.

36.4 No Owner, Tenant, or Occupant shall do anything to damage or interfere with any Monitoring Devices on the Premises.

37.0 DAMAGE TO PROPERTY

37.1 An Owner, Tenant, Occupant or Invitee shall not do anything or omit to do anything that causes damage to the Premises, the Common Assets, or assets which the Strata Corporation is obligated to insure pursuant to the Act.

37.2 An Owner shall indemnify and save harmless the Strata Corporation from and against any and all

manner of actions, causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation legal fees on a solicitor and client basis) which the Strata Corporation may sustain, incur, or be put to by reason of or arising out of

- (a) damage for which an Owner or his, her, or its Guests are responsible,
- (b) without limiting the generality of Bylaw 37 2(a), any act or omission of the Owner or his, her or its Guests, or
- (c) the non-observance or violation by the Owner or his, her or its Guests, of the Act, Regulations, Bylaws, or Rules

**BYLAWS**  
**STRATA PLAN LMS-3990**  
***"THE CRYSTAL"***

Registered

November 12, 2010

November 8, 2013

No.

BB1293671

CA3448980



**BYLAWS**  
**STRATA PLAN LMS-3990**  
***THE CRYSTAL***

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## **Duties of Owners, Tenants, Occupants and Visitors**

### **1. Payment of strata fees, and special levies**

- 1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate. All cheques are to be made payable to "Strata Plan LMS-3990", and forwarded to the Property Management Company.
- 1.2 An owner is encouraged to provide the Strata Corporation via its agent with twelve (12) consecutive monthly post-dated cheques for strata fees for the fiscal year of the strata corporation or if applicable, written authorization for monthly automatic debit from the owner's bank account.
- 1.3 A special levy is due and payable on the date or dates noted in the resolution authorized in an Annual General Meeting or a Special General Meeting.
- 1.4 Where an owner fails to pay strata fees in accordance with bylaw 1.1, and special levy in accordance with bylaw 1.3, outstanding strata fees and/or special levies will be subject to an interest charge of 10% per annum, compounded annually. In addition to the interest charge, the owner shall result in a fine of \$50.00 for each contravention of bylaws 1.1 and 1.3.
- 1.5 Where an owner fails to pay a balance of two (2) months strata fees in accordance with bylaw 1.1, and a special levy in accordance with bylaw 1.3, fines and interest charged against the strata lot. The owners, occupants, tenants and visitors of that particular strata lot shall lose privileges to use the amenity room, fitness room, swimming pool, as well as the overhead gate clickers to the parkade.

### **2. 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.
- 2.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 2.3 An owner shall be responsible for any loss and damage of personal property or assets, and/or loss of rental value caused by breaking or bursting of water from any pipes or plumbing, fire, building defect or in any other manner whatsoever.
- 2.4 An owner is responsible for any damage caused by the owner, and/or his/her occupants, tenants or visitors to the building and an owner's strata lot.
- 2.5 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owners' visitors, occupants, guests, employees, agents, tenants, or a member of an owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy.

- 2.6 If the strata council determines that an owner, occupant, tenant, or visitor has any degree of control over events which led to damage caused to the other strata lots, common property, common facilities or other assets of the strata corporation, whether negligence or not, the owner will be responsible for payment of the strata corporation's insurance deductible.
- 2.7 For the purpose of bylaws 2.4, 2.5 and 3.2, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.
- 2.8 An owner and a tenant of a strata lot is fully responsible to retain up to date personal insurance against liabilities, improvements, personal assets and possessions, theft and the strata corporation's insurance deductible, for the purpose of bylaws 2.6 and 2.7.
- 2.9 An owner, occupant or tenant is responsible for the cleanliness of their parking stall(s). An owner is responsible for any damage to the common property including the parking stall(s) caused by their vehicle(s).

### **3. Use of property**

- 3.1 An owner, tenant, occupant or visitor must not use a strata lot, common property or common assets in a way that
- (a) causes a nuisance or hazard to another person.
  - (b) causes unreasonable noise.
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot.
  - (d) is illegal, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 3.2 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 of the Act.
- 3.3 An owner, occupant, and or tenant must not use, or permit to be used, the strata lot except as a private dwelling home.
- 3.4 Cycling, skateboarding, playing floor hockey or any sport activity on common property, common facilities, and other assets of the strata corporation, including the parkade and pathways, is strictly prohibited. Bicycles shall not be permitted above the parkade level, and shall not be brought into any suite or elevator, and shall not be stored on any balcony or patio, but shall be stored safely in the designated area in P2.

- 3.5 An owner, occupant, and or tenant shall not use or store material substances on a strata lot or common property or common facilities, which will cause nuisance or hazard to any occupant or the strata corporation.
- 3.6 An owner, occupant, and or tenant must not allow any material substance, cigarette and garbage to be tossed out of any window, patio door, balcony or any other part of the strata lot or out of any common property, common facilities and other assets of the strata corporation.
- 3.7 An owner, occupant and or tenant must not allow boxes, garbage bags, old furniture, appliances, broken planters, or household debris to be retained and stored on the balcony, patio, common property or limited common property. No pot planters, floor mats, rugs or material substance to dangle over or on the balcony, balcony railing, patio and patio fence.
- 3.8 An owner, occupant or tenant must not permit any water or liquid to drain or drip whilst cleaning or washing any part of the balcony.
- 3.9 An owner, occupant, or tenant is not permitted to smoke on common property, common facilities, and other assets of the strata corporation, including but not limited to the amenity patio, pool area, elevator, parkade or other part of the building.
- 3.10 An owner, occupant or tenant must tightly bag, remove and dispose of litter and garbage in containers provided in the garbage room. Recycled papers, cans, and bottles must be sorted and disposed of in the blue recycling bins as provided. No litter, garbage bags, boxes and/or household debris are permitted to be stacked, stored in staircases, hallways, the common property, common facilities and other assets of the strata corporation.
- 3.11 An owner, occupant or tenant shall not allow his/her strata lot to become unsanitary.
- 3.12 An owner, occupant or tenant shall be responsible for removing from the building at his/her expense any material that he/she does not wish to retain in his/her strata lot.
- 3.13 An owner, occupant or tenant is not permitted to post, placards, advertising, or notices in/on the common area, common facilities and other assets of the strata corporation. Notices and advertising may be posted on the bulletin boards provided.
- 3.14 No awning, appliance of any kind, air conditioning unit, satellite dish or television antenna shall be suspended from or attached to the exterior of the building or within the strata lot that is visible from the outside.
- 3.15 No laundry, washing, clothing and bedding shall be hung or displayed from the windows or the balcony.
- 3.16 No person is allowed to enter the swimming pool or the Jacuzzi without first taking a shower. Washing or cleansing in the pool or the Jacuzzi is absolutely prohibited.
- 3.17 No use of electric, gas or charcoal barbecues shall be permitted on patio, balcony, common area, limited common property, common facilities and other assets of the strata corporation.

- 3.18 Any stored vehicle parked in the underground parkade must display on the dashboard the vehicle storage insurance, visible for inspection.
- 3.19 Non-residents are not permitted to use the common facilities, such as swimming pool, pool patio, Jacuzzi, fitness room, without the accompaniment of an owner, occupant and/or tenant of the building.
- 3.20 An owner occupant or tenant must provide access for the annual fire testing as per the pre-arranged date and time. Non-resident owners are responsible for providing their updated mailing address to the management company in order to ensure that they receive advance notification of the testing dates. Failure to provide access will result in a bylaw violation fine of \$200. Any costs associated with the completion of additional round(s) of testing will be charged back to the owners of the missed units.
- 3.21 All owners must complete a full review of each room in their unit at least once per month. If the owner is unable to review the unit then they must appoint a representative to complete the review. Documentation confirming that the review has occurred must be forwarded to the management company every month.

#### **4. Pets and animals**

- 4.1 No dogs are allowed as of October 23, 2007. All existing pets prior to this date are grandfathered and must adhere to continue to the remaining bylaws.
- 4.2 An owner, occupant, tenant or visitor must ensure that animal(s) are leashed or otherwise secured when on the common property or on land, that is a common asset.
- 4.3 An owner, occupant, tenant or visitor must not permit pet(s) or animal(s) on or in the fifth floor terrace, swimming pool, pool patio, swimming pool area, fitness room, hot tub, or amenity room.
- 4.4 An owner, occupant or tenant must not keep any pets on a strata lot other than one or more of the following:
  - (a) a reasonable number of fish or other small aquarium animals;
  - (b) a reasonable number of small caged mammals;
  - (c) up to 2 caged birds;
- 4.5 An owner, occupant or tenant must not harbour exotic pets, including snakes, reptiles, spiders, or large member of the cat family.
- 4.6 An owner, occupant, tenant or visitor must not keep a permitted pet, which is deemed a nuisance on a strata lot, on common property or common facility. If, in the opinion of council, the permitted pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common facility, the council may order such pet to be removed permanently from the strata lot, the common property or common facility.

- 4.7 If an owner, occupant, tenant or visitor contravenes bylaws 4.1 to 4.4, the owner of the strata lot will be subject to a fine of \$50 per week or per occurrence.
- 4.8 An owner, occupant, tenant or visitor whose pet contravenes bylaw 4.4 will be subject to an immediate injunction application and the owner of the strata lot will be financially responsible for all expenses, including legal fees, incurred by the strata corporation to obtain such injunction.
- 4.9 The cost of cleaning or repairing any damage to the common property or common facility caused by the pet shall be charged to the owner of the strata lot and shall be added to and become part of the maintenance fee of that owner on the ensuing month following the date on which the expense was incurred.
- 4.10 No person shall feed any birds, pigeons, or squirrels from any strata lot or from the limited common property or common property.
- 4.11 An owner, occupant, tenant or visitor must not permit his/her pet to defecate or urinate on common property, limited common property, including but not limited to the underground parkade staircases, and hallways.
- 4.12 An owner, tenant, occupant or visitor will be fined in accordance with bylaws 2.3 for contravention of any one of the Pet and Animal bylaws.

## **5. Inform strata corporation**

- 5.1 Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number, storage number, parking stall number, contact number, fax number, e-mail address, emergency contact person and phone number, and mailing address outside the strata plan, if any.
- 5.2 An owner must provide to the occupant or tenant of the suite a copy of the strata corporation's current bylaws, rules and a "Notice of Tenant's Responsibilities – Form K" upon signing the tenancy agreement.
- 5.3 Within 2 weeks of residing in the building, an occupant or tenant must provide the strata corporation via its agents "Form K" indicating his or her name, home and work number, emergency contact person and phone number, if any.

## **6. Moving in/out procedures**

- 6.1 An owner, occupant, or tenant must provide notice to the strata corporation's managing agent of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 8:00 p.m.
- 6.2 All move-in/move-out of an owner, occupant or tenant must use the side door of the loading bay, with the exception of large items requiring the front door. An owner, occupant, or tenant must ensure that the doors are not left open, ajar or unattended and that furniture is not left stacked in the lobby, common area or limited common properties.

- 6.3 An owner, occupant, or tenant must coordinate any move with the resident manager. The elevator door must not be wedged open at any time. The resident manager will lock up the elevator door for the duration of a move.
- 6.4 An owner, occupant, or tenant must ensure that all common areas, hallways, lobbies, and staircases are left damage free, and clean, in their original condition.
- 6.5 An owner must pay a non-fundable Fifty (\$50) dollar fee when moving in or out or conducting major moving or renovations that require the elevator to be locked off for an extended period of time. Moving fees are to be made payable to Strata Plan LMS-3990 and forwarded to the Property Management Company.
- 6.6 The hours for moving in or out of The Crystal are: Monday to Sunday from 9:00 a.m. until 8:00 p.m.
- 6.7 All residents must pay a \$100.00 refundable damage deposit by cheque to the Resident Manager before every move in or out of the Crystal Residence.

## **7. Rental Restriction**

- 7.1 The number of strata lots within the strata corporation that may be rented at any one time is limited to 33 units.
- 7.2 Within two weeks of renting a strata lot, the landlord must provide the strata corporation's managing agent a copy of Form K – Notice of Tenant's responsibilities signed by the tenant, in accordance with section 146 of the Act.
- 7.3 The tenancy agreement signed between the owner and the tenant must be for a period of at least 12 months. An owner must ensure the suite is not rented on a month-to-month basis, or for a term less than a 12 month period.
- 7.4 An owner is fully responsible for the action of his/her tenant, the damages caused by the tenant, or any illegal activities carried out by the tenant in the suite or on the common property, common facilities and other assets of the strata corporation.
- 7.5 Where an owner leases a strata lot in contravention of bylaws 7.1, 7.2 or 7.7, the owner shall be subject to a fine of \$500 and the strata corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in enforcing the rental restriction bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the strata corporation.
- 7.6 Any administrative costs and legal costs incurred by the strata corporation in enforcing the rental restriction bylaws shall be the responsibility of the contravening owner.
- 7.7 An owner wishing to lease a strata lot must apply in writing to the council for permission to rent before entering into a tenancy agreement.

- 7.8 If the number of strata lots leased at the time an owner applies for permission to lease has reached the limit stated in bylaw 7.1, excluding exempt strata lots pursuant to sections 143 and 144 of the Act, the council must refuse permission and notify the owner of the same in writing, as soon as possible stating that the limit has been reached or exceeded, as the case may be, and place the owner of the strata lot on a waiting list to be administered by the council based upon the date of the request for permission to rent.
- 7.9 If the limit stated in bylaw 7.1 has not been reached at the time the owner applies for permission to lease a strata lot, excluding exempt strata lots pursuant to section 143 and 144 of the Act, the council shall grant permission and notify the owner of the same in writing as soon as possible.
- 7.10 An owner receiving permission to lease a strata lot must exercise the permission to lease within 90 days from the date that the council granted same, otherwise the permission expires. During the 90 days immediately following the grant of permission, the strata lot shall be deemed leased for the purposes of the limit stated in bylaw 7.1.
- 7.11 For an owner who has exercised the permission to lease a strata lot, such permission to lease shall lapse automatically upon
- (a) the sale or transfer of title of such strata lot; or
  - (b) such strata lot ceasing to be leased for more than 90 days.
- 7.12 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.

## **8. Obtain approval before altering a strata lot**

- 8.1 An owner must obtain the written approval of the strata corporation before altering a strata lot that involves any of the following:
- (a) the structure of the building;
  - (b) the exterior of the building;
  - (c) stairs, balconies or other things attached to the exterior of the building;
  - (d) doors, windows or skylights on the exterior of the building, or that front on the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) 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.



8.2 The strata corporation must not unreasonably withhold its approval under bylaw 8.1, 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.

**9. Obtain approval before altering common property**

9.1 An owner must obtain the written approval of the strata corporation before altering limited common property.

9.2 The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

9.3 An owner may apply to the strata corporation for permission to alter limited common property with submission in writing, detailed plans and description of the intended alteration.

9.4 Before proceeding with the alteration, an owner must obtain from the City or any governmental authorities the applicable permits and licenses.

9.5 An owner must inform the council five working days in advance prior to the scheduled arrival of tradesperson or delivery of materials. The tradespersons must be insured, licensed and bonded.

9.6 An owner must not permit any construction debris, materials or packaging to be disposed of in the strata corporation's waste containers. An owner is fully responsible for the removal or disposal of construction debris, materials, or packaging at his/her expense.

9.7 The hours of work, either be on a strata lot, or on limited common property are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m. on Saturday. Renovation and alteration on Sunday and statutory holidays are prohibited.

**10. Permit entry to strata lot**

10.1 An owner, occupant, tenant or visitor must allow a person authorized by the strata corporation to enter a 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, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.

(c) under an emergency and where access is considered mandatory, the strata corporation shall break down, if necessary, the front door of the lot for access to react to a call. The cost to repair the damaged door shall be at a strata lot's expense.

- 10.2 The notice referred to in subsection 10.1 (b) must include the date and approximate time of entry, and the reason for entry.
- 10.3 An owner and/or tenant must allow access for annual fire testing as per the date and times indicated on the notice which is posted in advance of the testing. Failure to provide access may result in a bylaw violation fine as per bylaw 26.1(a).

### **Powers and Duties of Strata Corporation**

#### **11. Repair and Maintenance of property by strata corporation**

- 11.1 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to:
    - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (ii) the following, no matter how often the repair or maintenance ordinarily:
      - (A) the structure of a building;
      - (B) the exterior of a building;
      - (C) patios, stairs, balconies and other things attached to the exterior of a building;
      - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
      - (E) fences, railings and similar structures that enclose patios, balconies and yards;
  - (d) a strata lot, but the duty to repair and maintain it is restricted to
    - (i) the structure of a building,
    - (ii) the exterior of a building,
    - (iii) patios, stairs, balconies and other things attached to the exterior of a building,
    - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
    - (v) fences, railings and similar structures that enclose patios, balconies and yards.

## **Council**

### **12. Council size**

12.1 The council must have at least three (3) and not more than seven (7) members.

### **13. Council eligibility and members' terms**

13.1 The term of office of a council member ends at the end of an annual general meeting at which a new council is elected.

13.2 A person whose term as council member is ending is eligible for re-election.

13.3 No person may stand for council or continue to be on council with respect to a strata lot if there are unpaid maintenance fees, bank charges, fines, interest charges or legal costs, or a lien is registered against that strata lot under section 116(1) of the Act.

### **14. Removing council member**

14.1 The strata corporation may, by resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

14.2 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.

### **15. Replacing council member**

15.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.

15.2 A replacement council member may be appointed from any person eligible to sit on the council.

15.3 The council may appoint a council member under bylaw 15.2 even if the absence of the member being replaced leaves the council without a quorum.

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

### **16. Officers**

16.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from amongst its members, a president, a vice president, a secretary, a treasurer, and a maintenance chairman.

16.2 A person may hold more than one office at a time, other than the offices of president and vice president.

- 16.3 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, or the president is removed.
- 16.4 The strata council may vote to remove an officer, with 34 percent vote in favour.
- 16.5 If an officer other than the president is removed, resigned, or is unwilling or unable to act, the council members may appoint a replacement officer amongst themselves for the remainder of the term.

**17. Calling council meetings**

- 17.1 any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 17.2 The notice in bylaw 17.1 must be in writing.
- 17.3 A council meeting may be held on less than one week's notice if
- (a) all council members consent in advance of the meeting, or
  - (b) the meeting is required to deal with an emergency situation, and all council members either
    - (i) consent in advance of the meeting, or
    - (ii) are unavailable to provide consent after reasonable attempts to contact them.

**18. Requisition of council hearing**

- 18.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 18.2 If a hearing is requested under bylaw 18.1, the council must hold a meeting to hear the applicant within one month of the request.
- 18.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within 14 business days of the hearing.

**19. Quorum of council**

- 19.1 A quorum of the council is
- (a) 1. if the council consists of one member
  - (b) 2. if the council consists of 2, 3 or 4 members,

- (c) 3. if the council consists of 5 or 6 members, and
- (d) 4. if the council consists of 7 members.

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

## **20. Council meetings**

- 20.1 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.
- 20.2 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 20.3 Owners may attend council meetings as observers, with the consent of council.
- 20.4 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 hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

## **21. Voting at council meetings**

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

## **22. Council to inform owners of minutes**

- 22.1 The council must circulate to or post for owners of the minutes of all council meetings within 20 business days of the meeting, whether or not the minutes have been approved.

## **23. Delegation of council's powers and duties**

- 23.1 Subject to bylaws 23.2 and 23.4 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.

- 23.2 The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with bylaw 23.3.
- 23.3 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.
- 23.4 The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

**24. Spending restrictions**

- 24.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

**25. Limitation on liability of council member**

- 25.1 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.
- 25.2 Bylaw 25.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

**Enforcement of Bylaws and Rules**

**26. Maximum fine**

- 26.1 The strata corporation may fine an owner or tenant a maximum of
- (a) \$200 for each contravention of a bylaw, and
  - (b) \$50 for each contravention of a rule.

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

### **Annual and Special General Meetings**

#### **27. Quorum of meeting**

- 27.1 If within a ½ hour from the time appointed for an annual or special general meeting, a quorum is not present the eligible voters, present in person or by proxy constitute a quorum.

This bylaw is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

#### **28. Person to chair meeting**

- 28.1 Annual and special general meetings must be chaired by the president of the council
- 28.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 28.3 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.

#### **29. Participation by other than eligible voters**

- 29.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 29.2 Persons who are not eligible to vote may not participate in the discussion at the meeting.
- 29.3 Persons who are not eligible to vote must leave the meeting if requested to do so by resolution passed by a majority vote at the meeting.

#### **30. Voting**

- 30.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 30.2 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 30.3 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

- 30.4 The outcome of each vote, including the number of votes for and against the resolution if a precise council is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 30.5 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- 30.6 Despite anything in bylaws 30.1 to 30.4, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- 30.7 Except on matters requiring a unanimous vote, an owner may not exercise his/her vote if there are outstanding maintenance fees, or amount owing to the strata corporation charged against the strata lot in respect of fines, interest or legal cost or remedying a contravention of the bylaws or rules.

### **31. Order of business**

- 31.1 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.

### **Voluntary Dispute Resolution**

#### **32. Voluntary dispute resolution**

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

#### **33. Parking**

- 33.1 A resident must not permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers to enter or be parked or stored on common, limited common property or land that is a common asset.
- 33.2 A resident must not store unlicensed or uninsured vehicles on the common, limited common property or on land that is a common asset.
- 33.3 A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.
- 33.4 An owner must not sell or license their parking stalls. An owner may rent the parking stall to another resident or owner, who resides in the residential building complex. Rental of parking stalls are not allowed for individuals not residing in the residential complex.
- 33.5 A resident must park only in the parking stall assigned to the resident.
- 33.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
- 33.7 A resident must not park or store any vehicle that drips oil, gasoline or other fluids. A resident must remove any dripped oil, gasoline or other automotive residue.

- 33.8 Any resident's vehicle parked in violation of bylaws 33.1 to 33.7 (inclusive) will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.
- 33.9 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- 33.10 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- 33.11 A resident or visitor must not smoke while in the parking area including inside a vehicle.
- 33.12 A resident must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area. If applicable, while washing a vehicle, any audio system must be kept at a low volume level.