

22 DEC 2010 13 . 23

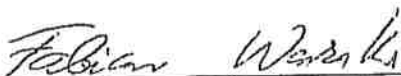
BB1301139

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

The Owners, **Strata Plan VR 300** 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 December 2nd, 2010.



Signature of Council Member



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

RESOLUTION OF THE OWNERS, STRATA PLAN VR300

(the "Strata Corporation")

WHEREAS the Strata Corporation proposes to amend its bylaws.

BE IT RESOLVED by a $\frac{3}{4}$ vote of the Strata Corporation that:

1. The bylaws of the Strata Corporation be amended by:
 - (a) adding Bylaw 25.0, as set out in the attached Schedule "A"; and
 - (b) deleting Bylaw 4.5 and replacing it with Bylaw 26.0, as set out in the attached Schedule "A".
2. The Strata Council of the Strata Corporation (the "Strata Council") take all such further actions to register the amendments set out in this Resolution (the "Amendments") with the Land Title Office, including but not limited to filing a Form 1, 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.

SCHEDULE A

25.0 **PESTS**

25.1 In this Bylaw 25.0, "**Pests**" means pests or vermin, including but not limited to earwigs, fleas, lice, silverfish, cockroaches, ants, beetles, moths, bedbugs, mice, and rats.

25.2 Without limiting the generality of Bylaw 3.18, no Owner, Tenant, Occupant or Invitee shall do anything that may cause, encourage, or permit Pests to enter or exist on any part of the Premises.

25.3 Without limiting the generality of Bylaw 25.2, an Owner, Tenant, or Occupant who detects evidence or suspects the existence of Pests on the Premises shall:

- (a) immediately:
 - (i) give notice to the Strata Corporation; and
 - (ii) do all such things as are required to limit the spread of Pests.
- (b) Permit an agent of the Strata Corporation to enter a Strata Lot in accordance with Bylaws 26.2(a) for the purpose of taking all such steps as are required to rid the Premises of Pests.

26.0 **ENTRY**

26.1 In this Bylaw 26.0, the following terms shall have the following meanings:

- (a) "**Entry Infraction**" includes the following circumstances:
 - (i) where an Owner, or an Owner's Tenant or Occupant denies, impedes, or interferes with access to a Strata Lot in contravention of Bylaw 26.2(a); or
 - (ii) where an Owner, or an Owner's Tenant or Occupant denies, impedes, or interferes with access to a Strata Lot in contravention of Bylaw 26.2(b), and such contravention continues for 7 days following notice of such contravention by the Strata Corporation to the Owner.
- (b) "**Forcible Entry**" means any right or action of the Strata Corporation in accordance with Bylaw 26.5;
- (c) "**Forcible Entry Costs**" means all costs incurred by the Strata Corporation in exercising its rights pursuant to Bylaw 26.5, such costs to include but not be limited to:

- (i) all costs to retain trades people, including but not limited to bailiff and locksmith fees and charges;
- (ii) all costs to restore the Premises to the condition that existed prior to the Forcible Entry; and
- (iii) all legal fees and disbursements on a solicitor and own client basis incurred in connection with any court proceedings;

26.2 An Owner, Tenant, Occupant, or Invitee shall 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:
 - (i) 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 the Bylaws or the Act; or
 - (ii) ensure compliance with the Act and the Bylaws.

26.3 The notice referred to in Bylaw 26.2(b) above shall include the date, approximate time of entry, and reason for entry.

26.4 Any notice permitted or required pursuant to this Bylaw 26.0 shall be given in accordance with Section 61 of the Act.

26.5 Without limiting the rights of the Strata Corporation pursuant to the Bylaws, the Act and its regulations, or at law, if an Owner, Tenant, Occupant or Invitee should commit an Entry Infraction, the Strata Corporation may do any of the following without further notice to the Owner, Tenant, Occupant, or Invitee:

- (a) use such reasonable force and assistance as the Strata Corporation may deem advisable in order to enter the Strata Lot, and in doing so neither the Strata Corporation or the Strata Council nor their agents will be liable for any costs, damages, actions, or claims whatsoever, including but not limited to:
 - (i) property damage;
 - (ii) damage sustained by any Person, including without limiting the generality of the foregoing, an Owner, Tenant, Occupant, or Invitee; or
 - (iii) an action for trespass;

with respect to the Forcible Entry, and without limiting the generality of the foregoing, the Strata Corporation shall have no obligation to restore the Strata Lot;

- (b) apply to a court of competent jurisdiction for any relief by way of order, injunction, decree or otherwise that may be appropriate to protect the interests of the Strata Corporation.

26.6 An Owner shall immediately upon notice from the Strata Corporation, deliver to the Strata Corporation the Forcible Entry Costs applicable to a Forcible Entry to that Owner's Strata Lot, whether or not such Forcible Entry resulted from a breach by the Owner, or the Owner's Occupant, Tenant, or Invitee.

26.7 Without limiting the generality of Bylaw 26.6 an Owner shall indemnify and save harmless the Strata Corporation from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind which the Strata Corporation may sustain, incur, or be put to by reason of or arising out of:

- (a) Forcible Entry; or
- (b) an Entry Infraction.

-6 JAN 2005 11 16

BX200893

REGISTRAR
LAND TITLE OFFICE
NEW WESTMINSTER, BC

Jan. 6, 2005

Please receive herewith the following document(s) for filing:

AMENDMENT TO BYLAWS – VR300

Signature

BAYSIDE PROPERTIES

**100-6400 ROBERTS ST. SPERLING
PLAZA**

BURNABY, BC V5G 4C9

DYE & DURHAM

Client # 11061

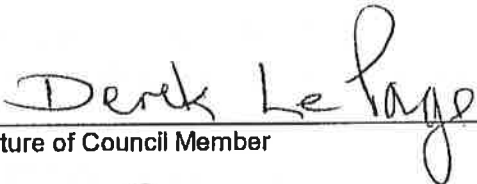
ATTN: KAURY

PHONE: 604-432-7774


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

The Owners, **Strata Plan VR 300** 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 December 9, 2004.

BE IT RESOLVED THAT The Owners, Strata Plan VR-300, approve repealing the present Bylaws of "Prince Edward Place" and replacing them with the amended Bylaws enclosed with this Notice. If approved, the amended Bylaws shall be registered in the Land Title Office and shall be effective immediately after approval of this Resolution.



Signature of Council Member



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

*Section 128(3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

BYLAWS OF THE OWNERS, STRATA PLAN VR300

1.0 DEFINITIONS

- 1.1 "Bylaws" means these Bylaws of the Strata Plan;
- 1.2 "Common Assets" has the meaning ascribed to it in the Act;
- 1.3 "Common Property" has the meaning ascribed to it in the Act;
- 1.4 "Common Expenses" has the meaning ascribed to it in the Act;
- 1.5 "Invitee" means a Person who enters the Premises at the invitation of an Owner, Tenant, or Occupant
- 1.6 "Limited Common Property" means Common Property designated for the exclusive use of an Owner;
- 1.7 "Occupant" means a Person, other than an Owner or Tenant, who occupies a Strata Lot;
- 1.8 "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;
- 1.9 "Permanent Occupant" means a Person who occupies a Strata Lot for a period of 30 or more consecutive days;
- 1.10 "Person" is inclusive of male, female, adult, child, and infant, as the case may be;
- 1.11 "Premises" means inclusively any and all Strata Lots, Common Property, Limited Common Property, and land that is a Common Asset;
- 1.12 "Public Access" means entry onto the Premises by anyone other than an Owner, or a Tenant, Occupant, Invitee;
- 1.13 "Rules" has the meaning ascribed to it in the Act;
- 1.14 "Strata Corporation" means the strata corporation formed by deposit of the Strata Plan;
- 1.15 "Strata Council" means the duly elected Strata Council of the Strata Corporation;
- 1.16 "Strata Lot" means a lot shown on the Strata Plan;
- 1.17 "Strata Plan" means Strata Plan VR 300;
- 1.18 "Tenant" has the meaning ascribed to it in the Act;
- 1.19 "The Act" means the *Strata Property Act*, S.B.C. 1998, c.43 and amendments thereto;

2.0 APPLICATION

2.1 The Bylaws apply to every Strata Lot.

2.2 The Bylaws are unenforceable to the extent that they contravene the Act, the Regulations, the *Human Rights Code* or any other enactment or law.

3.0 USE

3.1 Strata Lots shall not be used for commercial or professional purposes requiring a business license or Public Access.

3.2 No Owner shall without the consent of the Strata Council allow the occupancy of a Strata Lot to be greater than:

- (a) 3 Permanent Occupants in a one-bedroom Strata Lot; or
- (b) 4 Permanent Occupants in a two-bedroom Strata Lot.

3.3 No Owner, Tenant, Occupant or Invitee shall use the Premises 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 Premises;
- (d) is illegal or is injurious to the reputation of the Strata Corporation;
- (e) is contrary to a purpose for which the Premises are intended, as shown expressly or by necessary implication on or by the Strata Plan; or,
- (f) causes damage other than reasonable wear and tear to the Premises or the Common Assets.

3.4 An Owner shall inform the Strata Corporation of his or her name, Strata Lot number, and, where applicable, mailing address outside the Strata Plan, within 2 weeks of becoming an Owner.

3.5 An Owner, Tenant or Occupant may keep pets on a Strata Lot only in accordance with the following:

- (a) all pets shall be kept under the reasonable control of the Owner at all times while on the Premises so as to not interfere with or damage the Premises or other Owners' use and enjoyment thereof;
- (b) all animals shall be on a leash or otherwise secured while on Common Property or land that is a Common Asset;

- (c) only pets of the following nature may be kept on the Premises:
 - (i) a reasonable number of fish or other small aquarium animals;
 - (ii) a reasonable number of small caged mammals;
 - (iii) no more than 2 caged birds;
 - (iv) no more than 1 cat.
- (d) exotic pets, including snakes, reptiles, spiders or large members of the cat family, are strictly prohibited.
- (e) Owners keeping a pet on their Strata Lot shall ensure that the pet is kept quiet, controlled and clean. Any excrement on Common Property or on land that is a Common Asset shall be immediately disposed of by the Owner.
- (f) Owners keeping or allowing a pet to remain on their Strata Lot shall assume all liability for the actions of the pet, regardless of whether or not the Owner had knowledge, notice or forewarning of the likelihood of such action.
- (g) If a pet is causing a nuisance or an unreasonable interference with an Owner or Occupant's use and enjoyment of the Premises, or if a pet is kept in contravention of this Bylaw the Strata Council may order such pet to be removed permanently from the Premises or any part thereof, within 21 days of the pet owner's receiving written notice to that effect from the Strata Council.

3.6 No Owner, Tenant or Occupant shall without the consent of Strata Council::

- (a) place or store on his balcony area any goods, chattels, laundry, or other objects, which arise above the railing of the balcony area so as to be visible to Owners of other Strata Lots;
- (b) allow a climbing plant to grow on any Common Property without the use of a trellis;
- (c) display signs or advertising matter of any kind;
- (d) access the roof of the building on the Premises;
- (e) display any form of signage designed to attract pedestrians and passers-by relating directly or indirectly to the sale or lease of a Strata Lot;

3.7 An Owner is responsible for the actions of all Persons who enter the Premises as their Tenants, Occupants, or Invitees;

3.8 An Owner, Tenant, Occupant or Invitee shall not:

- (a) trespass on a part of the Premises to which another Owner, Tenant or Occupant is entitled exclusive use or possession;
- (b) leave shopping carts on the Premises;
- (c) throw any object or shake mops or carpets out from the windows, balcony, or patio of a Strata Lot;
- (d) allow any Person entry onto the Premises unless such Person is known to the Owner, Tenant, or Occupant;
- (e) bring a live cut tree onto the Premises;
- (f) use live Christmas candles in a Strata Lot;
- (g) keep a water bed on the Premises;
- (h) permit or allow any overloading of the floors of a Strata Lot or the bringing into the Premises of any articles, furniture or fixtures that by reason of their weight or size might damage or endanger the structure of the building on the Premises;
- (i) feed pigeons, seagulls, or crows, or similar birds on the Premises;
- (j) obstruct or use the entrances, passages, hallways or stairs of the Common Property for any purpose other than entering or exiting a Strata Lot;
- (k) interfere with the proper operation of the elevator in the Premises in any way;
- (l) without the consent of the Strata Council, use for storage any part of the Premises, except for their own Strata Lot and storage locker, if any;
- (m) store or permit to be stored upon his or her Strata Lot coal or any combustible, flammable or offensive material, except for:
 - (i) a small supply of gas for an outdoor barbecue; and
 - (ii) a reasonable quantity of paints or solventsprovided that the above materials shall be stored by the Owner in a reasonable way.
- (n) copy any key to Common Property without the express written permission of the Strata Council; or,
- (o) leave open or unlocked any entrance to the Common Property unless such Owner, Tenant or Occupant is in direct supervision of the entrance.

3.9 An Owner, Tenant or Occupant may keep a barbecue on the balcony or patio of a Strata Lot provided that:

- (a) the barbecue is electric or gas fuelled; and
- (b) such Owner, Tenant or Occupant complies with the provisions of Bylaw 3.8(m).

3.10 An Owner, Tenant or Occupant may bring a bicycle into a Strata Lot provided that such Owner, Tenant, or Occupant carries the bicycle while crossing Common Property or land that is a Common Asset;

3.11 Soliciting of any kind is prohibited on the Premises.

3.12 Owners are responsible for the maintenance and tidiness of their own storage lockers.

3.13 An Owner, Tenant, or Occupant shall immediately report to the gas company or provider any gas leaks or suspected gas leaks;

3.14 An Owner, Tenant or Occupant shall notify the Strata Council immediately upon the loss or theft of any keys or remote door openers to Common Property, and that Owner shall be responsible for the cost of rekeying.

3.15 An Owner, Tenant or Occupant shall report to the Strata Council or to the police the presence of any suspicious Person in or around the Premises.

3.16 An Owner, Tenant or Occupant shall bag and tie ordinary household refuse and garbage, and deposit it in the Strata Corporation's garbage container in the lane.

3.17 An Owner shall arrange for the disposal of all waste material other than ordinary household garbage and refuse from his or her Strata Lot at his or her own expense.

3.18 An Owner shall maintain his or her Strata Lot in a good and clean condition, and shall comply with all health bylaws.

3.19 An Owner who wishes to obtain an additional key or remote door opener may request a key from the Strata Council, and shall pay the cost to obtain the key or remote door opener.

3.20 An Owner shall at all times ensure that there is a working smoke detector in a Strata Lot and the Strata Council shall have the right on reasonable notice to enter the Strata for the purpose of confirming whether this Bylaw 3.20 has been complied with.

4.0 **MAINTENANCE AND REPAIR**

4.1 An Owner shall repair and maintain the Owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under the Bylaws.

4.2 An Owner shall pay directly to the utility provider the cost of providing utilities in the Strata Lot, such utilities to include but not be limited to telephone, electricity and cable.

4.3 An Owner shall promptly carry out all work that is ordered by a competent or public or local authority in respect of his or her Strata Lot, other than work ordered to be carried out on Common Property, and shall be responsible for all costs associated therewith.

4.4 An Owner who has the use of Limited Common Property shall repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under the Bylaws.

4.5 An Owner, Tenant, or Occupant shall 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, 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 the Bylaws or the *Act*.

4.6 The notice referred to in Bylaw 4.5(b) above shall include the date, approximate time of entry, and reason for entry.

4.7 The Strata Corporation shall repair and maintain the following:

- (a) Common Assets;
- (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 readily occurs:
 - (A) the structural components of the building;
 - (B) the exterior of the building;
 - (C) chimneys, stairs, balconies, and other things attached to the exterior of the building;
 - (D) doors, windows and skylights on the exterior of the building or that front on the Common Property; and,
 - (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 structural components of a building,

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

5.0 FEEES AND ASSESSMENTS

5.1 An Owner shall pay strata fees on or before the 1st day of the month to which the strata fees relate. The Strata Council may charge a fee to an Owner in the event that an Owner's cheque is not honoured for lack of sufficient funds.

5.2 The Strata Corporation shall cause to be prepared a budget for the coming fiscal year in accordance with the following:

- (a) a copy of the budget shall be distributed to all Owners with the notice of the annual general meeting, no less than 2 weeks in advance of the meeting, and will be accompanied by a financial statement;
- (b) if the budget is approved by a majority vote at the annual general meeting, it shall be implemented accordingly; and,
- (c) Owners will be informed, within 2 weeks following the annual or special general meeting at which a budget is passed, of any changes to their strata fees resulting from that budget.

5.3 The Common Expenses set forth in each assessment shall be payable to the Strata Corporation in accordance with the following:

- (a) payment shall be made in 12 equal consecutive instalments, in advance, to be paid on the 1st day of each and every month;
- (b) at the request of the Strata Corporation, an Owner shall deliver a series of post-dated cheques, within 30 days of the request, in payment of the instalments for strata fees;
- (c) where the Strata Corporation has retained the services of a property manager or property management company, the Strata Corporation may forward payments of strata fees to that Person, firm or corporation;
- (d) where the Strata Corporation has retained the services of a property manager or property management company, and an option for direct debit to an Owner's bank account is available for payment of strata fees, the Strata Council shall authorise

the property management company to make this alternative available to the Owners.

5.4 An Owner's contribution to the Common Expenses of the Strata Corporation shall be levied in accordance with the Bylaws.

5.5 An Owner may apply in writing to the Strata Corporation for a statement setting forth as of its due date the amount of any unpaid assessments due and owing from the Owner, and the Strata Corporation shall furnish the Owner with a statement within 10 days of receiving the written application.

5.6 Overdue strata fees shall be addressed according to this Bylaw:

- (a) Overdue strata fees shall bear interest at a rate of 10% per annum, calculated and compounded annually, not in advance, from the date when due until the date when paid;
- (b) Payments received on overdue strata fees shall first be applied to interest accrued and second to the outstanding amount;
- (c) The Strata Corporation may levy a fine of 10% of the outstanding balance of overdue strata fees, to a maximum of \$200 per month for strata fees not received; and,
- (d) The Strata Corporation may place a lien on the Strata Lot for which strata fees remain due, where such strata fees remain outstanding after a 60 day period, or where such strata fees come into arrears exceeding \$500.00. In the event that the Strata Corporation becomes entitled to file a lien, it will do so in accordance with the following:
 - (i) all expenses associated with the lien shall be borne by the offending Owner;
 - (ii) the offending Owner shall be given 2 weeks' written notice from the Strata Council before the lien is filed; and,
 - (iii) the lien shall be for the total monies due and for any related costs.

6.0 RENTALS

6.1 Prior to possession of a Strata Lot by a Tenant, an Owner shall deliver to the Tenant the current Bylaws and rules of the Strata Corporation and a Notice of Tenant's Responsibilities in the form required by the *Act*.

6.2 Within 2 weeks of renting a Strata Lot, an Owner shall give the Strata Corporation a copy of the Notice of Tenant's Responsibilities duly signed by the Tenant.

6.3 Any legal costs incurred by the Strata Corporation in enforcing the Bylaw 6.0 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.

6.4 A sub-lease of a Strata Lot is prohibited.

7.0 DECORATION AND IMPROVEMENT

7.1 No Owner, Tenant or Occupant shall install any window covering in a Strata Lot that appears from outside the Strata Lot to be any colour other than white or off-white.

7.2 Except as provided for in Bylaw 22.4 no signs, billboards, notices or other advertising matter of any kind shall be placed on any part of the Premises without the written consent of the Strata Council.

7.3 No shades, awnings, window or balcony guards, screens, ventilators, heating or cooling units, shall be installed in or about the Premises without the written approval of Strata Council.

7.4 No television antenna, satellite dish, or similar structure or appurtenance thereto shall be erected upon or fastened to any part of the Premises except in connection with a common television antenna or cable system unless authorised in writing by the Strata Corporation.

7.5 An Owner shall obtain the written approval of the Strata Corporation before making an alteration to a Strata Lot that involves any of the following:

- (a) the structural components of the building;
- (b) the exterior of the building;
- (c) wiring, piping or plumbing in the Premises;
- (d) chimneys, stairs, balconies, or things attached to the exterior of the building;
- (e) doors or windows on the exterior of the building, or that front on the Common Property;
- (f) fences, railings or similar structures that enclose a patio, balcony or yard;
- (g) Common Property located within the boundaries of a Strata Lot;
- (h) those parts of a Strata Lot which the Strata Corporation is required to insure; or,
- (i) Common Property or Limited Common Property.

7.6 An Owner shall ensure that contractors hired by him or her to work on a Strata Lot carry third party liability insurance with coverage of at least two million dollars.

7.7 When making alterations to a Strata Lot, an Owner shall comply:

- (a) with all applicable laws and obtain all required permits; and

- (b) with the provisions of Bylaw 3.3;

7.8 It shall be the responsibility of the Owner, at the end of each day during the course of renovations to a Strata Lot, to clear any debris from and to clean any Common Property affected by the renovations.

7.9 Where an Owner fails to comply with Bylaw 7.8, the offending Owner shall:

- (a) reimburse the Strata Corporation for any direct costs incurred as a result of such failure; and,
- (b) if there is a caretaker responsible for the Common Property, pay to the Strata Council for delivery to the caretaker 1/25 of the weekly salary of the resident caretaker for each hour worked by the caretaker as a result of the renovations.

7.10 Where an Owner makes any alteration or addition to the Premises without the written approval of Strata Council, the Owner shall bear all expenses for restoring the Premises to the condition it was in prior to the alteration or addition.

8.0 **DAMAGE TO PROPERTY**

8.1 An Owner, Tenant, Occupant or Invitee shall not do or cause to be done anything that causes damage to the plants, trees, flowers, and lawns of the Premises, or to any part of the Common Property.

8.2 The Strata Corporation is not responsible to an Owner for loss, damage or expense caused by an overflow or leakage of water from an adjoining Strata Lot.

8.3 Each Owner shall endeavour to conserve the plumbing and electrical systems of the Strata Corporation and any damage to any of these systems caused by the wrongful act or neglect of any Owner, Occupant, Tenant or Invitee shall be repaired at the expense of the Owner.

8.4 An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement of any damage to the Premises or contents thereof caused by or resulting from acts, omissions, negligence, or carelessness of an Owner, a member of an Owner's family, or an Owner's Invitee, employee, contractor, agent, Tenant, or volunteer, but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy.

9.0 **PARKING**

9.1 No Owner shall park his or her vehicle on Common Property or on land that is a Common Asset;

9.2 An Owner, Tenant or Occupant shall park only in the parking stall assigned to his or her Strata Lot, unless private arrangements with the Owner of another Strata Lot have been made.

9.3 Any vehicle parked in an area in which parking is prohibited shall be responsible for

costs incurred by the Strata Corporation to impound such vehicle, if such a measure becomes necessary in the discretion of the Strata Council.

9.4 No Owner, Tenant or Occupant shall repair, adjust or wash any vehicle on Common Property so as to cause nuisance, damage, inconvenience or mess to the Common Property.

9.5 No Owner shall rent or assign any parking stall to any Person who is not an Owner or Occupant of the Strata Corporation.

9.6 Parking stalls shall not be used for storage purposes.

9.7 No unregistered or uninsured vehicle may be parked in a parking stall.

9.8 No Owner shall, without the consent of the Strata Council, park a motor vehicle, trailer, boat, or equipment on Common Property or on land that is a Common Asset.

9.9 No Owner, Tenant or Occupant shall park a vehicle in a parking stall if such vehicle is dripping oil or gasoline. Any Owner who causes damage to the parking garage as a result of dripping oil or gasoline shall pay the cost to repair the damage.

10.0 INSURANCE

10.1 No Owner shall do or permit to be done anything that will increase the risk of fire or the rate of fire insurance on the Premises or any part thereof.

10.2 Where a Bylaw is violated causing an increase in the rate payable for fire insurance by the Strata Corporation, the Owner responsible shall pay, in addition to any fine otherwise levied or payable, the amount of the increase in the rate payable for the fire insurance.

10.3 An insurance deductible paid or payable by the Strata Corporation on behalf of an Owner shall be considered an expense chargeable to the Owner and shall be added to and become part of the assessment of that Owner for the month next following the date on which the expense was incurred, and shall become due and payable on the date of payment of the monthly assessment.

10.4 Each Owner of a Strata Lot is solely responsible for all forms of property and liability insurance on his or her Strata Lot and all or any fixtures, contents, or improvements therein and thereto against perils not insured by the Strata Corporation, for amounts in excess of amounts insured by the Strata Corporation, and for whatever is not covered by the insurance policies of the Strata Corporation.

10.5 An Owner may apply to the Strata Council in writing for a copy of any insurance policies effected by the Strata Corporation, and the receipts for the most recent premiums, and the Strata Council shall produce a copy thereof to the applicant within 2 weeks of receiving the application.

11.0 ANNUAL AND SPECIAL GENERAL MEETINGS

11.1 Annual and special general meetings shall be chaired by the President of the Strata Council or, in his or her absence, by the Vice President of the Strata Council.

11.2 Where both the President and Vice President of the Strata Council are absent from an annual or special general meeting, a Chair shall be elected by eligible voters present at the meeting.

11.3 Tenants and Occupants of Strata Lots may attend annual or special general meetings regardless of their eligibility to vote.

11.4 At an annual or special general meeting:

- (a) except on matters requiring a unanimous vote, the vote for a Strata Lot may not be exercised if the Strata Corporation is entitled to register a lien against the Strata Lot under s.116(1) of the *Act*.
- (b) except on matters requiring a unanimous vote, the vote for a Strata Lot may not be exercised if there are amounts owing to the Strata Corporation charged against the Strata Lot in respect of administration fees, bank charges, fines, penalties, interest or other costs, including the legal cost, of remedying a contravention of the Bylaws or Rules.
- (c) except on matters requiring a unanimous vote, the vote for a Strata Lot may not be exercised if there are amounts owing to the Strata Corporation charged against the Strata Lot in respect of administration fees, bank charges, fines, penalties, interest or other costs, including the legal cost, of remedying a contravention of the Bylaws or Rules, including legal cost, for which the Owner is responsible under s.131 of the *Act*.
- (d) Persons who are not eligible to vote may only participate in discussions if permitted to do so by the Chair, and shall leave the meeting if a resolution passed by majority vote is passed requesting them to do so.
- (e) Persons who are not eligible to vote, including Tenants and Occupants, may participate in the discussion at such meeting, but only if permitted to do so by the Chair of the meeting.
- (f) Persons who are not eligible to vote, including Tenants and Occupants, shall leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.
- (g) voting cards shall be issued to eligible voters.
- (h) a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (i) if a precise count is requested, the Chair of the meeting shall decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (j) the outcome of each vote shall be announced by the Chair of the meeting and recorded in the minutes of the meeting. The precise number of votes for and

against a resolution shall be announced where a precise count was requested by an eligible voter under Bylaw 11.4(i).

- (k) if there is a tie vote, the President of the Strata Council, or if the President is absent or unable or unwilling to vote, the Vice President of the Strata Council may break the tie by casting a second, deciding vote.

11.5 A quorum for an annual or special general meeting shall be the eligible voters holding one third (1/3) of the Strata Corporation's votes, present in person or by proxy.

11.6 If a quorum is not present within a half hour from the time appointed for an annual or special general meeting, the meeting shall continue, and the eligible voters present in person or by proxy will be deemed to constitute a quorum.

11.7 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 Strata 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 Strata Council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

12.0 STRATA COUNCIL

12.1 The Strata Council shall be comprised of not less than 3 and not more than 7 members.

12.2 Where a Strata Lot is owned by more than one Person, only 1 Owner of that Strata Lot may be a member of Strata Council at any one time.

12.3 Any Owner whose strata fees are in arrears, or against whom the Strata Corporation is entitled to register a lien, shall not be eligible to sit on Strata Council.

12.4 The term of office of a Strata Council member ends at the end of the annual general meeting at which a replacement is elected.

12.5 A Person whose term as Strata Council member is ending is eligible for re-election.

12.6 In the election of Strata Council members held at each annual general meeting, the members elected to fill the vacant positions shall be elected for a term of 1 year.

13.0 REMOVING AND REPLACING STRATA COUNCIL MEMBERS

13.1 Unless all the Owners are on the Strata Council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting remove one or more Strata Council members.

13.2 After removing a Strata Council member, the Strata Corporation shall hold an election at the same annual or special general meeting to replace the Strata Council member for the remainder of the term.

13.3 If a Strata Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term.

13.4 A replacement Strata Council member may be appointed from any Person eligible to sit on the Strata Council.

13.5 The Strata Council may appoint a Strata Council member under Bylaw 13.3 even if the absence of the Strata Council member being replaced leaves the Strata Council without a quorum.

13.6 If all the members of the Strata 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 Strata Council by complying with the provisions of the *Act*, the Regulations and the Bylaws respecting the calling and holding of meetings.

14.0 OFFICERS OF THE STRATA COUNCIL

14.1 At the first meeting of the Strata Council held after each annual general meeting of the Strata Corporation, the Strata Council shall elect, from among its member, a President, a Vice

President, a Secretary and a Treasurer.

14.2 A Person may hold more than one office at a time, other than the offices of President and Vice President.

14.3 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.

14.4 If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.

15.0 MEETINGS OF STRATA COUNCIL

15.1 Any Strata Council member may call a Strata Council meeting by giving the other Strata Council members at least 7 days notice of the meeting, specifying the reason for calling the meeting.

15.2 The notice in Bylaw 15.1 does not have to be in writing.

15.3 A Strata Council meeting may be held on less than 7 days notice if:

- (a) all Strata Council members consent in advance of the meeting; or,
- (b) the meeting is required to deal with an emergency situation, and all Strata Council members either:
 - (i) consent in advance of the meeting; or,
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

15.4 The Strata Council shall inform Owners about a Strata Council meeting as soon as possible after the meeting has been called.

16.0 REQUISITION OF A COUNCIL HEARING

16.1 By application in writing, stating the reason for the request, an Owner, Occupant or Tenant may request a hearing at a Strata Council meeting.

16.2 If a hearing is requested under Bylaw 16.1, the Strata Council shall hold a meeting to hear the applicant Owner within 2 weeks of the request.

16.3 If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council shall give the applicant Owner a written decision within one week of the hearing.

17.0 QUORUM AND VOTING AT STRATA COUNCIL MEETINGS

17.1 A quorum of the Strata Council is 2 where there are 4 or less members on Strata Council, 3 where there are 5 or 6 members on Strata Council, and 4 where there are 7 members on Strata Council.

17.2 Strata Council members shall be present in person at the Strata Council meeting to be counted in establishing a quorum.

17.3 At the option of the Strata Council, Strata Council meetings may be held by electronic means, so long as all Strata Council members and other participants can communicate with each other.

17.4 If a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.

17.5 Owners may attend Strata Council meetings as observers.

17.6 Despite Bylaw 17.5, no Owners may attend those portions of Strata 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*; or,
- (c) any other matters if the presence of observers would, in the Strata Council's opinion, unreasonably interfere with an individual's privacy.

17.7 At Strata Council meetings, decisions shall be made by a majority of Strata Council members present in person at the meeting.

17.8 If there is a tie vote at a Strata Council meeting, the President of the Strata Council may break the tie by casting a second, deciding vote.

17.9 The results of all votes at a Strata Council meeting shall be recorded in the Strata Council meeting minutes, along with the names of the Strata Council members moving and seconding any resolutions, and the names of any dissenting or abstaining Strata Council members.

17.10 The Strata Council shall inform Owners of the minutes of all Strata Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

18.0 DELEGATION OF STRATA COUNCIL'S POWERS AND DUTIES

18.1 Subject to Bylaws 18.2 and 18.3, the Strata Council may delegate some or all of its powers and duties to one or more Strata Council members or Persons who are not members of the Strata Council, and may revoke the delegation.

18.2 The Strata 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 18.3.

18.3 A delegation of a general authority to make expenditures shall:

- (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.

18.4 The Strata 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 any part of the Premises.

19.0 **SPENDING RESTRICTIONS**

19.1 A Person may not spend the Strata Corporation's money unless the Person has been delegated the power to do so in accordance with the Bylaws.

19.2 Despite Bylaw 19.1, where there are reasonable grounds to believe that an immediate expenditure is necessary, the Strata Council may make such an expenditure without approval at an annual or special general meeting provided the expenditure does not exceed the minimum amount necessary to ensure safety and prevent significant loss or damage.

20.0 **LIMITATION OF LIABILITY OF COUNCIL MEMBERS**

20.1 A Strata 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 Strata Council.

20.2 Bylaw 20.1 does not affect a Strata Council member's liability, as an Owner, for a judgment against the Strata Corporation.

21.0 **ENFORCEMENT OF BYLAWS AND RULES**

21.1 If after all other efforts have been exhausted and the Strata Council deems a fine to be the most appropriate penalty for an infraction by the Owner or the Owner's Tenant or Occupant of the Bylaws or Rules, the Strata Corporation may fine an Owner in accordance with the following:

- (a) Fines for the contravention of a Bylaw are not to exceed a maximum of \$200.00 for each contravention;
- (b) Fines for the contravention of a Rule are not to exceed a maximum of \$50.00 for each contravention;
- (c) Fines for the contravention of a Bylaw restricting or limiting the rental of Strata Lots are not to exceed a maximum of \$500.00; and,
- (d) Fines may be levied every 7 days for a continuing contravention of a Bylaw or Rule.

21.2 Where any act or omission by an Owner, or his or her employee, agent, Invitee, or Tenant violates the Bylaws resulting in the Strata Corporation being required to expend any sum of money, the Owner shall be required to pay forthwith upon demand any expenditure, including and not limiting the generality of the foregoing, any and all costs of legal proceedings whether initiated pursuant to Part 10 of the *Act* or otherwise, including costs as between solicitor and client on a full indemnity basis.

22.0 SALE OF STRATA LOTS & MOVING

22.1 An Owner shall notify the Strata Council in writing upon listing his or her Strata Lot for sale, and shall notify the Strata Council immediately upon any change in ownership of that Strata Lot.

22.2 An Owner, Occupant, or agent of the Owner shall not leave open, hold or prop open, or leave unlocked the entrance doors to the Premises for the purpose of an "open house" in the course of the sale of a Strata Lot.

22.3 An Owner or agent of the Owner shall supervise a prospective purchaser of a Strata Lot at all times while the prospective purchaser is on the Premises.

22.4 An Owner or agent of the Owner may with the consent and approval of the Strata Council, place one real estate sign on the Strata Corporation's real estate sign post.

22.5 An Owner shall notify in writing and make arrangements for a moving time with the Strata Council two days prior to:

- (a) moving in or out of a Strata Lot; or
- (b) the time at which a Tenant or Occupant moves in or out of a Strata Lot;

22.6 An Owner, Occupant or Tenant shall move in or out of a Strata Lot only between the hours of 8:00 a.m. and 8:00 p.m..

22.7 Any damage caused by an Owner, Occupant, Tenant, or his or her agents while moving in or out of a Strata Lot shall be the sole responsibility of the Owner of the Strata Lot.

22.8 A fee of \$50.00 will be paid to the Strata Corporation by an Owner of a Strata Lot within 30 days of the Owner, Tenant or Occupant moving substantially the whole of his or her household furnishings and contents in or out of the Strata Lot (for each occasion of a new tenancy).

22.9 An Owner who is renting a Strata Lot to a Tenant, shall within 10 days after the Tenant has moved in, provide to the Strata Council an undertaking from the Tenant in the form prescribed by the Strata Council.

23.0 DISPUTES

23.1 The Strata Council is not required to obtain prior approval for and may proceed with a Small Claims action on behalf of all Owners of the Strata Corporation, except any who are being sued, to collect monies owing to the Strata Corporation, including money owing as a fine.

24.0 NOTICE AND CONSENT

24.1 If at any time under these Bylaws, an Owner, Tenant or Occupant is required to provide notice to the Strata Council or to obtain consent from the Strata Council, such notice and consent will be effective only if in writing.