

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

The Owners, Strata Plan V.R.190 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 12, 2000*:


BE IT RESOLVED

As a 3 / 4 vote resolution of The Owners, Strata Plan V.R. 190, that the Owners hereby amend the Bylaws as registered at the Land Title Office at New Westminster, B.C. on the 17th day of July, 1990 by replacing Bylaw 19. "Rental/Leasing Restrictions" (Bylaws 19.1 to 19.9 inclusive) with the attached Bylaw 19. "Rentals":

19. RENTALS

- 19.1 Subject to the Strata Property Act and the provisions of this bylaw, all strata lots shall be owner-occupied and rentals, leases, tenancies or licenses of occupancy of any sort whatsoever are absolutely prohibited.
- 19.2 For the purposes of this bylaw, "rental", "lease", "tenancy" and "license of occupancy" includes any agreements whatsoever, whether written or oral, expressed or implied, having a predetermined expiry date or not, between an owner or another person, firm or corporation respecting possession and/or occupancy of a strata lot.
- 19.3 For the purposes of this bylaw, except section 19.7, "owner" has the meaning set out in the Strata Property Act, except that an "owner" shall be defined not to include:
- (a) any person owning less than 40% undivided registered or beneficial interest in the strata lot;
 - (b) any person beneficially owning less than 50% of the shares, which carry the right to vote, of a corporate owner.
- 19.4 (a) This bylaw does not apply to prevent the rental of a strata lot to a member of the owner's family.
- (b) Subject to any amendments to the Strata Property Act and regulations, for the purposes of this bylaw, "family" and "family member" mean
- (i) a spouse of the owner,
 - (ii) a parent or child of the owner, or
 - (iii) a parent or child of the spouse of the owner,
- where "spouse of the owner" includes an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.
- 19.5 Where an owner has rented/leased a strata lot and continues to do so in accordance with the provisions of the Bylaws in force before this bylaw was passed, this bylaw does not apply to such strata lot until the later of
- (a) one year after a tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy it as a tenant, and
 - (b) one year after the bylaw is passed.

- 19.6 (a) In accordance with Section 144 of the Strata Property Act, an owner may apply to the strata corporation for an exemption from this bylaw on the grounds that this bylaw causes hardship to the owner.
- (b) Any exemption granted by the strata corporation shall only be for a limited time which must not be more than one (1) year. An owner may apply for an extension(s) of the exemption(s) granted. Any extension granted shall only be for a limited time which must not be more than one (1) year.
- 19.7 (a) Before a landlord rents all or part of a strata lot, the landlord must give the prospective tenant
- (i) the current bylaws and rules, and
 - (ii) a Form K - Notice of Tenant's Responsibilities, in the form set out in the Strata Property Act.
- (b) Within 2 weeks of renting all or part of a strata lot, the landlord must give the strata corporation a copy of the notice signed by the tenant.
- (c) For the purposes of this section, a "tenant" means any person who is not the "owner" as defined in the Strata Property Act.
- (d) If a landlord fails to comply with subsection (b), the strata corporation is entitled to impose a fine of up to \$100, and may impose such fine for a continuing contravention every month.
- 19.8 Should there be a contravention of this bylaw, the strata corporation shall be entitled to take any one or more of the following actions:
- (a) demand that the owner and/or landlord immediately give his/her tenant notice to vacate in accordance with the legislation and/or common law of the Province of British Columbia governing such residential tenancies;
 - (b) save and except section 19.7, impose a fine of up to \$500 for each contravention of this bylaw, and may impose such fine for a continuing contravention every seven days.
 - (c) seek a declaration of any court of competent jurisdiction with regard to the enforcement and/or injunction to prevent the continued rental of such strata lot; and upon receiving such declaration and/or injunction, the reasonable cost of obtaining the same shall be the responsibility of the strata lot owner contravening the provisions of this bylaw and shall be recoverable on a solicitor and own client basis by the strata corporation.
- 19.9 Should any portion of this bylaw be deemed unenforceable by a court of competent jurisdiction then, for the purpose of interpretation and enforcement of the bylaw, each subparagraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.


Signature of Council Member

LINDA J. SKIBO
Printed Name


Signature of Second Council Member

DAVID SMITH
Printed Name

* 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.

LAND TITLE OFFICE
NEW WESTMINSTER
VANCOUVER FORM 9

NOTIFICATION OF CHANGE OF BYLAWS

The Owners, Strata Plan V.R. 190 (a Strata Corporation) hereby certifies that by special resolution duly passed on the 16th day of December, 1993, the Bylaws of the Act, as they applied to the said Strata Corporation, were added to, amended or repealed as follows:

BE IT RESOLVED

As a Special Resolution of the Owners, Strata Plan V.R. 190, that the Owners hereby repeal Bylaw 5.3 as registered in the Land Title Office at Vancouver, B.C. on the 17th day of July, 1990, and replace it with Bylaw 5.3.

- 5.3 (a) An owner shall be liable to pay a fine, up to a maximum of \$25.00 per day, except as otherwise indicated in these bylaws, for each infraction of the bylaws or any rules and regulations established under them on the part of an owner, any member of his family, his employees, agents, invitees or tenants.
- 5.3 (b) An owner shall be liable to pay a fine, up to a maximum of \$200.00 per incident/infraction, except as otherwise specifically indicated in these bylaws, for a breach of a particular bylaw, rule or regulation, but only after the Strata Corporation has given at least two (2) prior notices in writing of the contravention of the same bylaw, rule or regulation.
- 5.3 (c) All fines levied shall be due on the first day of the month following demand and/or levy and shall be added to and form part of that month's assessment on the owner's strata lot and shall be collectable as such in accordance with the bylaws and sections 34, 35 and/or 37 of the Condominium Act, R.S. Chap.61 (or any amendment thereto).

The Common Seal of The Owners, Strata Plan V.R. 190 was hereunto affixed this 31ST day of JANUARY, 1994 in the presence of:

Sean Wiens 
 Written Signature Printed Signature
 Member of the Strata Council

Linda J. Skibo LINDA J. SKIBO
 Written Signature Printed Signature
 Member of the Strata Council

BYLAWS
THE OWNERS, STRATA PLAN V.R. 190 - DOGWOOD PLACE

1. CONDOMINIUM ACT

"Condominium Act" means the Condominium Act of British Columbia from time to time in force and all amendments thereto. The bylaws of the Strata Corporation shall include all bylaws contained in Part 5 of the Condominium Act (and any amendments thereto), unless added to, repealed or amended by the bylaws herein.

2. DUTIES OF AN OWNER/OCCUPANT

An Owner/Occupant shall

- 2.1 permit the Strata Corporation and its agents, at all reasonable times on notice, except in case of emergency, when no notice is required, to enter his strata lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or common property, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the Strata Corporation, or for the purpose of ensuring that the bylaws are being observed;
- 2.2 promptly carry out all work that may be ordered by any competent or local authority in respect of his strata lot other than work for the benefit of the building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his strata lot;
- 2.3 repair and maintain his strata lot, including windows and doors, and areas allocated to his exclusive use, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;
- 2.4 notify the Strata Corporation promptly on any change of ownership or of any mortgage or other dealing in connection with his strata lot;
- 2.5 comply strictly with these bylaws, and all other bylaws of the Strata Corporation, and with rules and regulations adopted from time to time.

3. POWERS OF THE STRATA CORPORATION

The Strata Corporation may

- 3.1 make rules and regulations it considers necessary or desirable from time to time in relation to the use, enjoyment, safety, cleanliness, control, management and administration of the common property, common facilities or other assets of the Corporation.

- 3.2 pay on behalf of the Owner any taxes, assessments, rates, and charges required to be paid by the Owner.

4. **GENERAL MEETING QUORUM**

One third of the persons entitled to vote present in person or by proxy constitutes a quorum. If within 1/2 hour from the time appointed for a general meeting a quorum is not present, the persons entitled to vote present constitute a quorum.

5. **VIOLATION OF BYLAWS**

- 5.1 An infraction or violation of these bylaws or any rules and regulations established under them on the part of an owner, any member of his family, his employees, agents, invitees or tenants may be corrected, remedied or cured by the Strata Corporation. Any costs or expense so incurred by the Corporation shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the costs or expense are incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of payment of the monthly assessment.

Such costs or expenses incurred by the Corporation shall include all legal costs and expenses on a solicitor and own client basis. Without limiting the generality of the foregoing, all legal costs and expenses on a solicitor and own client basis incurred by the Strata Corporation as a result of collection proceedings taken against an owner in default in payment of his share of common expenses levied under Sections 34, 35 and/or 37 of the Condominium Act, RS Chap.61 (or any amendments thereto) shall be charged to such owner and shall be due and payable by the owner when incurred (but not necessarily paid) by the Strata Corporation.

- 5.2 The Strata Corporation may recover from an owner by an action for debt in a court of competent jurisdiction money which the Strata Corporation is required to expend as a result of an act or omission by the owner, any member of his family, his employees, agents, invitees or tenants, or an infraction or violation of these bylaws or any rules or regulations established under them, and there shall be added to any amount found due, all costs of such action including costs on a solicitor and own client basis.

- 5.3 An owner shall be liable to pay a fine, up to a maximum of \$25.00 per day, except as otherwise indicated in these bylaws, for each infraction of the bylaws or any rules and regulations established under them on the part of an owner, any member of his family, his employees, agents, invitees or tenants.

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All fines levied shall be due on the first day of the month following demand and/or levy and shall be added to and form part of that month's assessment on the owner's strata lot and shall be collectable as such in accordance with the bylaws and sections 34, 35 and/or 37 of the Condominium Act, R.S. Chap.61 (or any amendment thereto).

5.4 An owner or an occupant of a strata lot is subject to a fine for each violation of a bylaw, rule or regulation even though notice of violation and/or notice of fine may be given sometime after such violation occurred.

5.5 Lack of knowledge of the bylaws, rules and regulations or failure by an owner or his tenant, lessee or other occupants of a strata lot to receive a copy of the bylaws, rules and regulations shall not be considered as a valid reason for violation of the bylaws, rules and regulations; nor will the same be considered as a valid reason for appeal of a fine levied for any violation of any bylaw, rule or regulation.

6. **USE OF STRATA LOT**

An owner, or any occupant of a strata lot shall NOT

6.1 use his lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a lot;

6.2 use and enjoy the common property, common facilities or other assets of the Strata Corporation in a manner that will unreasonably interfere with the use and enjoyment by other owners/occupants, their families or visitors;

6.3 use his strata lot for any other purpose, or permit it to be so used, when the purpose for which a strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan;

6.4 use his strata lot solely for commercial or professional purposes or for any purpose which may be illegal or is injurious to the reputation of the building or its owners;

6.5 do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinances of any statute or municipal bylaw including local health regulations;

6.6 permit his strata lot to be occupied as a place of residence by more than three (3) persons in a one bedroom home, or by more than four (4) persons in a two bedroom home, whether adult or minor, without consent of the Council.

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7. DISTURBANCE OF OTHERS

An owner, or any occupant of a strata lot shall NOT

- 7.1 permit any member of his household, guests, visitors or pets to trespass on the part of the property to which another owner is entitled to exclusive use;
- 7.2 obstruct, restrict or hinder the sidewalks, driveways, walkways, entrances, exits, halls, stairwells, or other parts of the common property or use for any purpose other than ingress or egress from the lots and parking areas within the common property;
- 7.3 climb over, pass through, or otherwise transgress his balcony railing(s) for the purpose of entering or exiting his strata lot;
- 7.4 shake mops or dusters from, or throw anything out/on or permit anything to fall out/on any window, door, passage, balcony or other part of the strata lot or the common property;
- 7.5 make or permit to be made undue noise in or about any strata lot or the common property which in the opinion of the strata Council is a nuisance or unreasonably interferes with the use and enjoyment of any other strata lot by its occupants;
- 7.6 use or permit to be used any instrument or other device within a lot or on the common property which in the opinion of the Council causes a disturbance or unreasonably interference with the comfort of other owners/occupants. Repairs and renovations involving loud noises should be made during reasonable daytime hours;
- 7.7 harass any member of the strata Council or any other owner/occupant.
- 7.8 permit any member of his household, guests or visitors to smoke in any interior common areas, except the Recreation (Party) room.

8. HAZARDS

- 8.1 Owners/occupants shall report as quickly as is possible any leak, plumbing or electrical problem to avoid damage to any strata lot or the common property.
- 8.2 Everything should be done to reduce fire hazards and an owner/occupant shall not do anything or permit anything to be done which will or would tend to increase the risk of fire or the rate of fire insurance or any other insurance policy/coverage, or which will invalidate any insurance policy.
- 8.3 An owner/occupant shall not keep in or on a strata lot, limited common property or common property explosive or flammable substances which in the opinion of the strata Council are not required in normal day to day living and may be hazardous to the safety of the building or its occupants.

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- 8.4 Any damage occurring from waterbeds will be charged to the owner of such and/or the strata lot owner. Owners/occupants shall not allow any waterbed on or in the strata lot without obtaining adequate waterbed insurance and providing proof of insurance to the Strata Corporation.
- 8.5 Barbeques, hibachis or other forms of outdoor cooking shall be permitted providing they do not constitute, in the opinion of the strata Council, a fire hazard or nuisance.
- 8.6 In the event of an emergency emanating from a strata lot, whose occupant cannot be contacted, access for the protection of any strata lot, common property or safety may have to be gained by force at the expense of the occupant and/or the strata lot owner.

9. **CLEANLINESS**

An owner, or any occupant of a strata lot shall NOT

- 9.1 allow his strata lot or property which he is entitled to exclusive use to become unsanitary;
- 9.2 allow the area around his premises to become untidy. Rubbish, dust, garbage, boxes, packing cases, shoes, carpets or the like and personal possessions not suitable or intended for outdoor use shall not be thrown, piled or stored or left around patios, balconies or other parts of the common or exclusive use property. The Strata Corporation and its agents shall be at liberty to remove rubbish, etc. and clean up these areas to the strata Council's satisfaction and charge the expense to the owner(s)/occupant(s) involved;
- 9.3 deposit household refuse, garbage or other waste material other than in containers provided by the Strata Corporation for that purpose at central collection points or as instructed by the Council from time to time and shall not deposit any garbage without ensuring that such garbage is tied and enclosed in suitable plastic garbage bags and neatly placed in the container, and in addition shall not deposit awkward materials, including cardboard boxes unless flattened, in the garbage container(s). It is the responsibility of all owners/occupants to clean up any mess they make when taking garbage to the containers and to ensure no mess/garbage is left on the ground around the garbage container(s).

Any materials other than ordinary household refuse and garbage (i.e. furniture, carpet, appliances, Christmas trees etc.) shall be removed from the common property at the expense of or by the individual owner/occupant, unless other arrangements are made by the strata Council;

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- 9.4 deny the Strata Corporation and its agents, at all reasonable times on notice, to enter his strata lot to inspect for a possible pest infestation.

10. **EXTERIOR APPEARANCE AND ALTERATIONS**

- 10.1 An owner or occupant of a strata lot shall not do any act or permit any act to be done, including painting wood, metal work, concrete or other parts exterior of the building or the strata lot, or alter or permit to be altered his lot or common property in any manner which, in the opinion of the Council, will alter the exterior appearance of the building without prior written permission of the strata Council.

- 10.2(a) An owner or occupant of a strata lot shall not make or allow structural alterations either to the interior or the exterior of the building, nor shall the wiring, plumbing, piping or other services be altered or supplemented on the strata lot or within any walls or on the common property without prior written approval of the strata Council. Any alteration made must comply with all applicable building codes and should not adversely affect any other strata lot or the common property. All required municipal permits must be obtained and a copy(s) provided to the Strata Corporation prior to any alteration. All electrical and plumbing work must only be undertaken by qualified persons.

- 10.2(b) Approval will not be granted if the proposed alteration would weaken a bearing wall, column or the structure of the building or interfere with pipes, wires, cables or ducts serving other strata lots or the common property.

- 10.3 Any application/request for approval to make any interior or exterior alteration and/or addition should include, as applicable, scaled plans, designs, specifications, a list of materials and the dates of construction.

- 10.4 No signs, billboards, placards, notices or other advertising matter of any kind shall be erected, placed or displayed on any strata lot or the common property or external to the strata lot without the prior approval of Council.

- 10.5 No fence, gate, awning, blind, shade, screen, door, air conditioning unit, and no radio or television antenna/aerial or other exterior attachments or appurtenances thereto shall be erected on, hung from, or fastened to a lot or the exterior of the building without the prior approval of Council.

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- 10.6 No laundry, washing, clothing, bedding, appliances, furniture, shed, fence, gate, or other items/articles shall be hung, displayed or placed on/in windows, balconies, patios or other areas of a strata lot or the common property so they are visible from the exterior of the strata lot, except in such places and/or manner as shall be permitted by Council.
- 10.7 Any alteration or addition made to a strata lot or the common property without the required approval and/or permits may be restored or removed by the strata council or its duly authorized representative(s) and any costs incurred by the Strata Corporation as a result thereof shall forthwith be paid by the owner to the Strata Corporation.
- 10.8 All window coverings/drapes must be properly fitted.
- 10.9 All accessible windows/glass surfaces, both inside and out, must be kept reasonably clean to the satisfaction of the strata council.

11. **DAMAGE TO PROPERTY**

- 11.1 No owner/occupant shall be entitled to claim any compensation from the Strata Corporation for any loss or damage to the property or person of the owner/occupant arising from any defect or want of repair of the common property or any part thereof, unless such loss or damage resulted from the negligent act or omission on the part of the Strata Corporation, its employees or agents. Without limiting the generality of the foregoing, an owner shall indemnify and hold harmless the Strata Corporation from any claim for any loss or damage to the property or person of any tenant arising from any defect or want of repair of the common property or any part thereof, unless such loss or damage resulted from the negligent act or omission on the part of the Strata Corporation, its employees or agents.
- 11.2 The Strata Corporation shall not be responsible to an owner/occupant for any loss, damage or expense caused by an overflow or leakage of water from any adjoining buildings or by the breaking or bursting of any pipe or plumbing fixtures, or in any other manner whatsoever, unless such damage shall result from the negligent act or omission on the part of the Strata Corporation, its servants or agents. Without limiting the generality of the foregoing, an owner shall indemnify and hold harmless the Strata Corporation from any claim by a tenant for any such loss, damage or expense, unless such damage shall result from the negligent act or omission on the part of the Strata Corporation, its servants or agents. An owner shall be responsible to inform his tenant(s) of potential risks of water damage, such as parking in the garage area or storing articles in a locker.

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- 11.3 Property stored in a locker will be at the owner's risk as to loss or damage from any cause whatsoever including moisture damage, fire or theft.
- 11.4 An owner, or any occupant of a strata lot shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property or to any strata lot by his act, neglect or carelessness or by that of any member of his family or their guests, servants or agents or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.
- 11.5 In the event that the Strata Corporation or its authorized agent(s) determines that an emergency exists and that damage may be caused to any strata lot or common property, a strata lot owner shall indemnify and save harmless the Strata Corporation from the expense of a contractor(s) attending the building and/or from any reasonable maintenance, repair or replacement to or in the strata lot, that would otherwise be the responsibility of the owner of that lot, but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.
- 11.6 An owner/resident, any member of his family, or his or their guests, servants, or tenants, shall not damage and shall not do or permit anything to be done, including placing chairs, tables or other objects on the lawns and grounds, that may cause damage to or prevent growth of trees, plants, bushes, shrubs, flowers or lawns or prevent/interfere with the cutting of the lawns or the maintenance of the grounds generally, except in such places and/or manner approved by the strata Council.
12. **PETS / ANIMALS**
- 12.1 (Deleted June 20, 1990 AGM)
- 12.2 (Deleted June 20, 1990 AGM)
- 12.3 An owner/occupant shall not keep or allow any animals, livestock, fowl or pets of any kind in his strata lot or on the common property, except for those pets kept in the building prior to June 1, 1990 and registered with the Strata Corporation on or before August 31, 1990. (Amended June 20, 1990 AGM)
- 12.4 No loose animals/pets of any kind (except cats) will be permitted at any time within the boundaries of the common property, excluding balconies. Pets other than cats must be kept on a leash or be carried on common property. All pets must be under control at all times.

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- 12.5 An owner/occupant shall not allow any animal to be secured on any part of the common property except within the confines of the patio or balcony to which the owner/occupant has exclusive use.
- 12.6 Owners/occupants shall be responsible for any damage caused by their pets or those of their guests, servants or tenants.
- 12.7 An owner/occupant shall not permit any animal to urinate or defecate upon the common property. All animals must be taken off the common property for the performance of their duties. If an animal does foul the common property or a strata lot, the owner of the animal must promptly clean up any excrement or urine.
- 12.8 All visitors of the owners/occupants are to be informed of the rules concerning pets and the owners/occupants will be responsible for the behaviour of their guests' pets/animals and for enforcement of these regulations.
- 12.9 The municipal pound will be authorized to impound any pet found loose on the common property at the owner's expense. Pets not under the control of the owner on the common property may be delivered to the Municipal Pound at the pet-owner's cost.
- 12.10 Pigeons, seagulls, other noxious birds and wild animals shall not be fed from any strata lot or the common property.
- 12.11 Any owner/occupant who keeps a pet which, in the opinion of council, proves to be a nuisance, whether on the strata lot or the common property, may be ordered by the strata council to remove the animal permanently from the premises. Any owner/occupant who fails to comply within 14 days of receiving written notice from the strata Council will be fined \$50.00 per month, or portion thereof, in addition to any other fines that may have been imposed, during which the offending pet continues to occupy the premises.

13. **PARKING AND VEHICLES**

- 13.1 Each strata lot is entitled to the exclusive use of one parking space. Parking spaces will only be assigned by strata lot.
- 13.2 An owner/resident or his guests shall only use the parking space(s) which has been assigned to his strata lot, except for private arrangements with other owners/residents for the use of parking spaces assigned to their strata lots.
- 13.3 Parking of vehicles other than those owned or leased by an owner, resident or their guests is prohibited, unless approved by the Strata Council.

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- 13.4 Extra parking stalls may be rented from the Strata Corporation on a first-come, first-serve basis, for a monthly rental assessment to be determined by the Strata Corporation from time to time.
- 13.5 Rental payments for parking spaces will be collected only as an assessment against the owner of the strata lot. Rental payments will not be accepted from tenants.
- 13.6 An owner/occupant or any other person shall not repair, adjust or wash a motor vehicle or other mechanical equipment in the underground parking area or on any common property, except in such places and/or manner authorized by Council.
- 13.7 No one shall park, or leave unattended, a vehicle in such a position that it blocks, obstructs, interferes or infringes upon other parking spaces, sidewalks, driveways, doors, exits, access lanes or no parking zones.
- 13.8 Vehicle owners and/or residents shall be held responsible for any damage to the common property and must promptly clean up excessive oil or other leaks or on failure to do so shall be assessed the cost of cleanup. Vehicles dripping excessive oil, any gasoline, etc. will be prohibited from parking on the common property until repaired. No vehicle or equipment attached thereto that, in the Council's opinion, constitutes a fire hazard shall be permitted in the parking areas.
- 13.9 The maximum speed limit shall be 10 km per hour.
- 13.10 Any vehicle which does not comply with the bylaws and/or rules and regulations of the Strata Corporation will be towed away at the strata lot owner's expense.
- 13.11 Parking areas shall not be used for storage of other than a motor vehicle, unless approved by the Strata Council.
- 13.12 All garage areas are common property and shall not be altered or defaced in any manner.
14. **LOCKERS**
- 14.1 Each strata lot is entitled to the exclusive use of one storage locker. Lockers will only be assigned by strata lot.
- 14.2 An owner/occupant shall only use the locker(s) assigned to his strata lot, except for private arrangements with other owners for use of lockers assigned to their strata lots.

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15. CHEQUES, BUDGETS AND COMMON EXPENSES

- 15.1 All cheques drawn on any account of the Strata Corporation, shall except where there is only one owner, and except where a manager or company has been appointed and authorized to make expenditures, be signed by at least two members of the strata Council and all cheques or other negotiable instruments for the credit of, or intended to be for the credit of, the Strata Corporation shall be deposited in a trust account of the corporation.
- 15.2 Prior to the 15th day of December in each calendar year commencing with 1988, the Strata Corporation shall cause to be prepared a budget, for the following calendar year, setting out its best estimate of the common expenses of the Strata Corporation, which shall include all anticipated operating expenses for the budget year, including a levy for operating expense contingencies not to exceed five (5) percent of the operating budget. In addition, the budget may include a levy, to be determined by the Corporation, pursuant to the Bylaws, for the Contingency Reserve Fund to meet major non-annual expenses.
- 15.3 Any monies held by the Corporation shall be accounted for separately in the following two types of funds :
- a) Operating Expense Fund (Administrative Expense Fund)
 - b) Contingency Reserve Fund
- 15.4 The Strata Corporation may invest, as it may determine, money in the fund for operating expense or in the Contingency Reserve Fund. However, money in the Contingency Reserve Fund shall be accrued in interest bearing accounts, deposit certificates, government bonds and treasury bills, or other similar low risk financial instruments;
- i) The levy for the Contingency Reserve Fund shall not be less than 5% of the total annual budget (less any levies for the Contingency Reserve Fund) if the amount of the reserve is less than the greater of (A) 25% of the total annual budget (less any levies for the contingency reserve) or (B) an amount that the Strata Council considers sufficient having regard to the type and general state and condition of the common property, common facilities or other assets of the Corporation.
 - ii) All interest earned on any funds held by the Strata Corporation shall be allocated to the Contingency Reserve Fund. The interest so allocated shall be in addition to any other levy for the Contingency Reserve Fund.

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- iii) The following information shall be provided in either the year end financial statements or in the annual budget:
 - a) The year end amount of the Contingency Reserve Fund (CRF).
 - b) The target amount of the CRF implied by the Condominium Act.
 - c) The amount of the CRF that Council considers sufficient.

- 15.5 Except in emergency situations, the Council shall not authorize expenditures other than for normal operating and administrative expenses necessary for the control, management and administration of the common property, common facilities and other assets of the Corporation, for the payment of premiums of insurance and for the discharge of normal obligations of the Corporation, unless authorization is obtained by Special Resolution of the Strata Corporation.

- 15.6 Prior to the 15th day of December in each calendar year commencing with the year 1988, the Strata Corporation shall deliver or mail by prepaid first-class mail addressed to the owner a copy of the budget for the following calendar year together with a notice of the assessment for his contribution to the common expenses for that year;
 - i) A general meeting to approve the annual budget shall be held following receipt of the year end audited financial statements.
 - ii) A copy of the year end financial statements shall be included with the notice of the general meeting.

- 15.7 The common expenses set forth in each annual assessment shall be payable to the Strata Corporation in twelve equal consecutive installments in advance, the first installment to be made on the 1st day of January immediately following receipt of such notice of assessment.

- 15.8 Monthly maintenance payments are due and payable on the first day of each month in advance. Monthly maintenance and other required payments not received on the due date may be subject to penalty and/or collection at the discretion of the strata Council.

- 15.9 All fines and other charges levied shall be due on the first day of the month following demand and/or levy and shall be added to and form part of that month's assessment on the owner's strata lot and shall be collectable as such in accordance with the bylaws and sections 34, 35 and/or 37 or the Condominium Act, RS Chap. 61 (or any amendments thereto).

- 15.10 All payments required to be made by each owner not paid when due shall be subject to a penalty of \$10.00 per month. In addition, a strata lot account in arrears more than \$500.00 will be levied an additional \$25.00 per month.

- 15.11 Within ten days following written application therefore by the owner, the Strata Corporation shall furnish to the owner a statement setting forth as of its date the amount of any unpaid assessments then due from such owner.
- 15.12 The strata Council shall at least once in each year, cause the books and accounts of the Strata Corporation to be audited by a chartered accountant or certified general accountant and shall submit the report of the auditor to the Annual General Meeting of the Strata Corporation and the cost of such audit shall be an obligation of the Strata Corporation.
- 15.13 If at any time it appears that the annual assessment of contribution towards the common expense will be insufficient to meet the common expenses, the Strata Corporation may assess and collect a special contribution or contributions against each strata lot in an amount sufficient to cover the additional anticipated common expense. The Strata Corporation shall give notice of such further assessment to all owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each owner in the Strata Corporation.
16. **RECREATIONAL FACILITIES**
An owner/occupant shall NOT
- 16.1 use recreation facilities except in accordance with rules and regulations respecting the use thereof that Council may from time to time make, and upon publication of a rule or regulation so made by the Council the same shall be binding on each occupier, his visitors and guests, (whether an owner or not) of a strata lot and any violation of these regulations may result in loss of recreational facility privileges;
- 16.2 without first obtaining the consent of the Council or its authorized representative, permit, authorize or allow the use of recreational facilities by guests or other non-residents unless accompanied by a resident.
17. **NOTICES**
- 17.1 Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under the Condominium Act or under the bylaws shall be well and sufficiently given if mailed to the owner at the address of his strata lot and if left with him or some adult person at that address. A notice given by post shall be deemed to have been given 48 hours after it is posted. An owner may at any time in writing advise the Strata Corporation of a change of address at which notice shall be given and thereafter the address specified shall be deemed to be the address of the owner for the giving of notices. The word "notice" shall include any request, statement or

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other writing required or permitted to be given by the Strata Corporation to the owner of a strata lot.

18. **SEVERABILITY**

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

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19. **RENTAL/LEASING RESTRICTIONS AMENDED DECEMBER 12, 2000**

19.1 Subject to the Condominium Act RSBC Chap. 61, and amendments thereto, the number of strata lots within Strata Plan V.R. 190 that may be rented or leased at any given time is restricted to one (1).

19.2 Any owner who leases his strata lot shall provide to the Strata Corporation a Form D - Tenant's Undertaking, in accordance with Sections 46 and 47 of the Condominium Act. Failure to provide a Form D within ten (10) day of commencement of the tenancy shall be cause for a fine of \$50.00 for each month of breach against the strata lot owner.

19.3 For the purposes of enforcement of this bylaw, except Section ^{19.2}~~2.2~~, a tenant shall be defined to include:
a) Any person not a member of the immediate family of the owner;
b) Any person beneficially owning less than 50% of the shares, which carry the right to vote, of a corporate owner;
c) Any person owning less than 40% undivided registered or beneficial interest in the strata lot.

For the purpose of enforcement of Section ^{19.2}~~2.2~~, a tenant shall be defined to include any person who is not the "owner" as defined by the Condominium Act.

19.4 Those owners renting/leasing their units in accordance with the bylaw for the time being in force, as of the date of approval of this bylaw may continue to rent/lease their unit until such time as the title of the unit is transferred, or the owners at any time occupy the unit, and Section ^{19.1}~~2.1~~ above will apply.

19.5 Notwithstanding an appeal under Section 32 of the Condominium Act, where an owner wishes to rent/lease his strata lot, he or his representative shall submit a written application to the Strata Corporation requesting that he be placed on the "rental waiting list." Such applications will be assigned priority by the date they are received.

19.6 Where an application to rent has been approved, the owner has sixty (60) days from notice of approval to rent/lease the strata lot. Should the owner fail to rent the unit within this time period and applications have been received from other owners, the approval will lapse and the owner will be required to submit a new application to rent. Should no applications be received from other owners, the approval will be extended for consecutive thirty (30) day periods.

19.7 An owner who rents/leases his strata lot in accordance with this bylaw and does not reoccupy the unit during any subsequent period will not be required to submit a new application to rent/lease.

19.8 Should any owner of a strata lot lease his strata lot in contravention of the limitations contained in this bylaw, save and except Form D, the strata council shall be entitled to take any one or more of the following actions:

- a) An owner leasing in breach of this bylaw must immediately give his tenant notice to vacate in accordance with the legislation and/or common law of the Province of British Columbia governing such residential tenancies;
- b) Levy a fine not to exceed \$20.00 per day for each day of contravention, such fine to be added to and form part of the month's assessment or levy to be collected by the Strata Corporation from the owner of the strata lot and the Strata Corporation is hereby authorized to take all steps necessary to collect such amounts from any owners;
- c) Seek a declaration of any court of competent jurisdiction with regard to the enforcement and/or injunction to prevent the continued leasing of such strata lot; and upon receiving such declaration and/or injunction, the reasonable cost of obtaining the same shall be the responsibility of the strata lot owner contravening the provisions of this bylaw and shall be recoverable on a solicitor and client basis by the Strata Corporation.

19.9 Should any portion of this bylaw be deemed unenforceable by a court of competent jurisdiction then, for the purpose of interpretation and enforcement of the bylaw, each subparagraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

NOTE: SEE ALSO COUNCIL RULES AND REGULATIONS

