

BYLAWS
FRASER VIEW TERRACE
STRATA PLAN LMS 2831
AMENDED SEPTEMBER 30, 2004

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"The Strata Corporation shall have Bylaws providing for the control, management, administration, use and enjoyment of the strata lots and common facilities and other assets of the Strata Corporation, and the Bylaws shall be the Bylaws set out in the Schedule of Standard Bylaws of the Strata Property Act until they have been altered or repealed under this act at the time of alteration or repeal."

Duties of the Strata Corporation

The Strata Corporation shall

- ♦ Pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the corporation, including but not limited to management fees, maintenance expenses, fire and liability insurance, garbage collection, common property lighting, snow removal and landscape maintenance, cost of legal, accounting and auditing services and appraisal fees;
- ♦ Do those things necessary to perform all obligations contained in any easement agreement which has been or may be entered into the Corporation and to seek and enforce performance of the obligations and undertakings by the other parties thereto;

Powers of the Strata Corporation

The Strata Corporation may make rules and regulations it considers necessary or desirable from time to time in relation to the use, enjoyment, safety and cleanliness of the common property, common facilities or other assets of the Corporation.

Bylaw 1 – Use of Strata Lot

- 1.1 All residential strata lots shall be used principally as a private dwelling and not for the purpose of directly operating a business or commercial enterprise. Business activities are not to interfere with the privacy of others.
- 1.2 An owner or any occupant of a strata lot shall not use his lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a lot.
- 1.3 An owner or any occupant of a strata lot shall not 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.
- 1.4 An owner or any occupant of a strata lot shall not permit his lot to be occupied by any persons other than a single family.
- 1.5 No owner is permitted in any part of the common areas of the Strata Corporation that are restricted such as the roof, electrical rooms, or mechanical rooms other than their own except as allowed by the strata council.

Bylaw 2 – Damage to Property and Insurance

- 2.1 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 any strata lot by his act, neglect or carelessness or by that of any member of his family or their guests, servants, agents or tenants.
- 2.2 The cost of repairs of any damage caused to the Strata Corporation's common property by an owner shall be charged to this owner's strata lot. All such charges shall be paid immediately upon the owner being advised of their occurrence.
- 2.3 It is further agreed and understood that where any loss or damage originates from common property, the deductible is the responsibility of the Strata Corporation.
- 2.4 No owner shall be entitled to claim any compensation from the Strata Corporation for any loss or damage to the property or person of the owner arising from any defect or want of repair of the common property or any part thereof.
- 2.5 All owners are required to maintain a minimum of \$1 million in third party liability insurance.
- 2.6 In the event of fire, flood, earthquake or any emergency that requires the Strata Corporation to file an insurance claim, the Strata Council is authorized to withdraw monies from the contingency reserve fund immediately to pay the insurance deductible. The Strata Council is authorized to make this withdrawal without holding an extraordinary general meeting.
- 2.7 Before installing a satellite dish, the Owner of any strata lot must obtain, complete and return a waiver form covering potential damage to the common property.

Bylaw 3 – Pets/Animals

- 3.1 No loose pets of any kind will be permitted at any time within the boundaries of the common property, excluding the property to which the owner of the animal has exclusive use. Pets must be under control of the owner/occupant and kept on a leash or be carried at all times while on common property.
- 3.2 No cats or dogs shall be left unattended in a strata lot for a period exceeding 24 hours.
- 3.3 All visitors of the owner/occupants are to be informed of the rules concerning pets and the owners/occupants will be responsible for the behavior of their guests' pets/animals.
- 3.4 The municipal pound will be authorized to impound any pet found loose on the common property, at the owner's expense.
- 3.5 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 fourteen (14) days of receiving written notice from the Strata Council will be fined \$100.00 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.
- 3.6 An owner shall not feed any semi domesticated or wild animal or bird from or on his/her strata property or from or on any strata common property.

- 3.7 Owners are responsible for the immediate clean-up and disposal of excrement deposited on common property or limited common property, and for any damages caused by their pets.

Bylaw 4 – Parking and Roadways

- 4.1 An Owner or any occupant of strata lot shall only park in their assigned garage. An Owner or any occupant of strata lot shall not park in the visitor parking stalls at any time.
- 4.2 An owner or any occupant of a strata lot shall not wash cars, except in such manner as will not cause nuisance or annoyance to other owners, and if the temperature is freezing or near freezing (0 degree Celsius), no washing of cars is permitted.
- 4.3 Repairs, maintenance or adjustments to motor vehicles are not permitted on any common property.
- 4.4 Moving trucks may be parked only while loading/unloading, and driver must be available at all times in order to move vehicle if required.
- 4.5 Moving in or out is permitted only between 8:00 a.m. and 9:00 p.m.
- 4.6 Owners shall reimburse the Strata Corporation the cost of all repairs to common areas made necessary by damage caused during a move by an occupant of the owner's unit (move-in or move-out).
- 4.7 All owners, occupants, and visitors will observe a vehicle speed limit of 10 km/h within the complex. All vehicles leaving the north-south lanes must yield to all vehicles travelling along Sotao Avenue.
- 4.8 Any vehicle, which does not comply with the Bylaws and/or Rules and Regulations of the Strata Corporation, shall be towed away without notice at the violator's expense and the strata lot owner will be fined.
- 4.9 No car should be parked or left running on the common property for more than fifteen (15) minutes.
- 4.10 All visitors and guests shall only park in the five designated parking stalls. These visitor stalls are to be used on first come, first serve basis.
- 4.11 Vehicles can park in the visitor stalls for a maximum of eight hours at any one time.
- 4.12 Commercial vehicles, trailers, derelict vehicles, boats, recreational vehicles or other mobile property are not to be brought onto the common property without the written consent of the Council EXCEPT in the course of delivery to or removal from the respective strata lot.
- 4.13 Only vehicles with current registration and insurance in force shall be allowed in the visitor parking areas.
- 4.14 All roadways and lanes within Fraser View Terrace are Fire Lanes. No parking is permitted at any time.
- 4.15 No parking is permitted in front of garages.
- 4.16 Up to two (2) special temporary parking permits will be issued for out of town visitors at any time on a first come, first serve basis for a maximum stay of 7 nights. Only one permit will be issued to a strata lot at any time. Requests are to be made in writing to the Strata Council or Property Manager two weeks in advance. Requests must provide vehicle information (year, make, model,

colour) and license plates. Permits not returned within 24 hours of the last permitted date will be subject to a \$150.00 fine.

Bylaw 5 – Rental and Lease

- 5.1 The number of strata lots that may be rented or leased is limited to a maximum of one (1).
- 5.2 Rentals are subject to the approval of the Strata Council and are only permitted with the written consent from the Strata Council. Approval shall not be unreasonably withheld.
- 5.3 In the case of a waiting list of owners who wish to rent or lease their strata lot, priority will be given to the owners in the order of the dates that the requests are received.
- 5.4 Failure to provide the Strata Council with a “Form K – Notice of Tenant’s Responsibilities” as required in the Strata Property Act, within thirty (30) days of a new tenant moving into a strata lot, will result in fines being levied against the strata lot of the offending owner until such time as completed and accurate a “Form K – Notice of Tenant’s Responsibilities” is submitted.
- 5.5 The owner is not released, and he and the tenant are jointly and severally liable for any breach of the undertaking.
- 5.6 If an Owner rents their strata lot contrary to the Rental Bylaws, the Owner will be fined \$500.00 for each contravention of the Bylaw. If the contravention of the Bylaw continues uninterrupted for a period of 14 days from when the Owner is notified of the Bylaw infraction, the Owner will be fined \$500.00 every 10 days until the Bylaw contravention is rectified.

Bylaw 6 – Cleanliness

- 6.1 An owner or any occupant of a strata lot shall not allow the area around his strata lot or the common property to which he has exclusive use, to become untidy. Rubbish, dust, garbage, boxes, packing cases, shoes or the like shall not be thrown, piled or stored in/on patios or other parts of the common property. It is the responsibility of the occupant to maintain both the front and back areas of their units in a neat and tidy fashion. Failure to comply will result in the Council having it brought up to standard at the expense of the owner.
- 6.2 No material substances shall be thrown out of, or permitted to fall out of any window, door, or balcony, onto any part of the common property.
- 6.3 An owner or any occupant of a strata lot shall not deposit household refuse and garbage 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 drained, well wrapped and securely tied and enclosed in suitable plastic garbage bags and in addition, shall not deposit awkward materials. Any materials other than ordinary household refuse and garbage shall be removed from the common property at the expense of the individual owner/occupant. Please ensure that the doors of the garbage receptacles are kept closed.
- 6.4 Recyclable materials shall be placed into the provided recycling bins. All cardboard containers shall be flattened before being placed into the recycling bin.
- 6.5 All propane cylinders, combustible or hazardous materials including paint, car batteries, and drywall must be disposed of by Owners of the Strata Lot to the appropriate disposal site. No large appliances, mattresses or furniture is to be left in or beside the garbage area.

- 6.6 Live Christmas trees are allowed in the Strata Lots only if bagged during transport through common areas. Owners must dispose of trees off-site.

Bylaw 7 – Hazards

- 7.1 Owner/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.
- 7.2 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.
- 7.3 An owner/occupant shall not keep in or on a strata lot, limited common property or common property explosive or flammable substance 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.

Bylaw 8 – Noise/Disturbance

- 8.1 An owner, or any occupant of a strata lot shall not harass any member of the Strata Council or any other owner/occupant.
- 8.2 An owner or any occupant of a strata lot shall not permit an instrument, tool, electronic equipment, excessive loud talking or playing and any other device to be used within a strata lot, common property, or limited common property which in the opinion of the Council causes a disturbance or interferes with the comfort of other owners, between 9:00 p.m. and 8:00 a.m.
- 8.3 Municipal Bylaws covering noise, disturbances, and public nuisance shall apply to all owners, tenants and visitors.
- 8.4 The use of vehicle horns is prohibited except in such circumstances where the horn is required to prevent a collision.
- 8.5 Owners are requested to report any suspicious activity within the complex to the Property Manager or the Vancouver Police.

Bylaw 9 – Exterior Appearance and Alterations

- 9.1 The placing of items on the patios or balconies shall be limited to patio furniture (table and chairs), barbecues (gas or electric only) and accessories. Balconies are not to be used for storage purposes.
- 9.2 An owner or occupant of a strata lot shall not do any act or permit any act to be done on the strata lot or common property in any manner which in the opinion of the council will alter the exterior appearance of the building (e.g. erect an awning or place Mylar/tin foil in any window, place a TV antenna or satellite dish on a balcony or patio, or string clothesline across a balcony or patio.) Furthermore, no fence, gate, awning, blind, shade, screen, air conditioning unit and any other exterior attachments or appurtenances thereto shall be erected on, hung from, or fastened to a lot or

the exterior of the building or on common property. Any additions or alterations to the exterior appearance of the building must be pre-approved in writing by the Strata Council.

- 9.3 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 to be altered or supplemented on the strata lot or within any walls or on the common property without prior 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 prior to any alteration and all electrical and plumbing work must be undertaken by qualified persons. Plans and specifications for any alterations shall accompany an owner's written application to the Council of the Strata Corporation for permission to construct or alter the property.
- 9.4 No owner/occupant is to exhibit in or about his/her strata lot, or upon or about the common areas, any trade, business, professional, political advertising, notice, rental or real estate sign, except by prior written Council approval. There is a real estate signpost placed at the entrance of the strata complex for approved 8" x 24" real estate sale signs. "Sold" signs are to be removed from display after a period of one week.
- 9.5 No owner/occupant shall hang or permit to be hung any screen doors or storm doors except of a white colour as seen from the exterior so as to maintain a uniform door appearance throughout the complex.
- 9.6 No owner shall replace the exterior porch lights with any colour bulb other than clear or soft white.
- 9.7 No owner, shall do anything on common property likely to damage the plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on the lawns so as to damage them or prevent their reasonable growth.

Bylaw 10 – Common Expenses

- 10.1 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.
- 10.1a Any Owner who fails to pay the full monthly maintenance assessment due, and other required payments including but not limited to fines, penalties, and interest, after the first day of each month will be assessed a fine of \$25.00 plus interest of 10% per annum, compounded annually, (or the maximum allowable interest rate as stipulated by the Strata Property Act), on the outstanding balance owing. If the monthly assessments are not paid for 3 consecutive months, the fine will be increased to \$50.00 per month thereafter, plus the maximum allowable interest.
- 10.1b Owners' cheques returned by the bank and/or marked as non-sufficient funds (N.S.F.) will be charged a \$25.00 administration fee.
- 10.2 If the total of the outstanding maintenance fees and fines for any strata lot is greater than \$500.00, the Strata Council at its sole discretion may initiate on behalf of the Strata Corporation a Small Claims Court Action against the Owner of the strata lot in order to collect the monies owing to the Strata Corporation.
- 10.3 A lien shall be registered against the strata lot after the accumulated strata maintenance fees, fines and interest owing is greater than \$1,000.00.

- 10.4 Unless a unanimous vote is required, an Owner is not entitled to vote at an annual or special meeting unless all contributions payable for their strata lot have been paid.
- 10.5 If within thirty (30) minutes from the appointed time from an Annual General Meeting a quorum is not present, the meeting stands adjourned for fifteen (15) minutes. If at the reconvened meeting a meeting is still not present, the persons entitled to vote which are present shall constitute a quorum. The reconvened meeting will be declared competent to proceed with the transaction of the business at hand.

Bylaw 11 – Severability

- 11.1 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 remaining Bylaws, which shall continue in all force and effect as if such invalid portion had never been included herein.

Bylaw 12 – Finance

Section 98 of the Strata Property Act:

- 98 (1) If a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the strata corporation may only make the expenditure in accordance to this section.
- (2) Subject to subsection (3), the expenditure may be made out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is
- (a) less than the amount set out in the bylaws, or
 - (b) if the bylaws are silent as to the amount, less than \$2,000.00 or 5% of the total contribution to the operating fund for the current year, whichever is less.
- (3) The expenditure may be made out of the operating fund or contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or prevent significant loss or damage, whether physical or otherwise.
- (4) A bylaw setting out an amount for the purposes of subsection (2)(a) may set out further conditions for, or limitations on, any expenditures under that provision.
- (5) Any expenditure under subsection (3) must not exceed the minimum amount needed to ensure safety or prevent significant loss or damage.
- (6) The strata corporation must inform owners as soon as feasible about any expenditure made under subsection (3).

Bylaw 13 – Legal/Violation of Bylaws

- 13.1 Communication between owners and council shall be in writing, signed and directed to the Council via the Property Management Company.
- 13.2 Any consent, approval or permission given under these rules and regulation by the council must be in writing and shall be revocable at any time.
- 13.3 Notification of a Bylaw infraction shall be given in writing by Council via the Property Management Company to the owner or to the occupier and the owner by delivery of notice setting forth the Bylaw which has been breached and the date and penalty of the infraction.

- 13.4 Any infraction of a Bylaw which results in a fine for the said breach of the Bylaw being charged to that owner shall be charged to and become part of the assessments of that owner for the month next following the date of the notice.
- 13.5 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.
- 13.6 An owner shall have the right to attend the next following Council meeting to appeal the Bylaw breach notification, provided that Council received written notice of his intention to do so one week before the date of the next meeting.
- 13.7 The Strata Corporation may recover from an owner by an action for debt in a court of competent jurisdiction money which the Strata Corporation is required to expend as a result of an act or omission by the owner, his employees, agents, invitees or tenants, or an infraction or violation of these Bylaws or any Rules and Regulations established under them, and there shall be added to any amount found due, all costs of such action including costs on a solicitor and own client basis.
- 13.8 Failure to comply with or any breach of any section of these Bylaws unless otherwise noted will result in a fine of \$50.00 being levied against the owner for the first infraction/breach. The second and each subsequent infraction of the same Bylaw will result in a \$100.00 fine. These fines are cumulative. 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.

Bylaw 14: Strata Council

- 14.1 No person may stand for the Strata Council or continue to be on Council with respect to a strata lot if the Strata Corporation has registered or is entitled to register a lien against that strata lot.
- 14.2 At the first meeting of the Strata Council held after each Annual General Meeting of the Strata Corporation, the Council must elect from among its members, a President, a Vice-President, and a Treasurer.
- 14.3 Owners wishing to attend a Strata Council meeting must notify the Strata Council in writing at least seven (7) days prior to the date of the Strata Council meeting.

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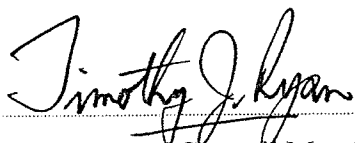
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FORM I
AMENDMENTS TO BYLAWS

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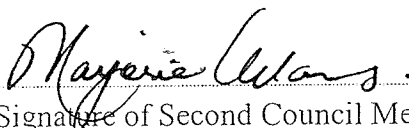
(Section 128)

The Owners, Strata Plan LMS 2831 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 September 27, 2004 :

Please see attached:



Signature of Council Member



Signature of Second Council Member