

CT - 50 - 4124 - 3

OF BLOC H-121  
OF DISTRICT LOT 185 GROUP 1  
PLAN 18335  
NEW WESTMINSTER DISTRICT  
"CITY OF VANCOUVER"

STRATA PLAN VR 1313

DEPOSITED AND REGISTERED IN  
THE LAND TITLE OFFICE AT  
VANCOUVER, B.C.  
THIS 19th DAY OF October, 1983

W. R. Ridgway  
ASSISTANT DEPUTY REGISTRAR

L 101197-L

THE ADDRESS FOR SERVICE OF DOCUMENTS  
ON THE STRATA CORPORATION IS:

THE OWNERS STRATA PLAN VR 1313  
90 1425 WEST PENDER STREET  
VANCOUVER, B.C. V6G 2S3

THE CIVIC ADDRESS OF THE BUILDING IS:  
1169 NELSON STREET  
VANCOUVER, B.C.

THE NAME OF THE BUILDING IS:  
NELSON STREET APTS.

LEGEND

CF	"	DENOTES COMMON FACILITY
C	"	COMMON PROPERTY
E	"	ELEVATOR (COMMON FACILITY)
STO	"	STORAGE (COMMON FACILITY)
L.C.P.	"	LIMITED COMMON PROPERTY
SQ.M.	"	SQUARE METERS
BALC	"	BALCONY
P	"	PROPERTY LINE
CL	"	CENTRE LINE
ELEC	"	ELECTRICAL ROOM
MACH	"	MACHINE ROOM
CORR.	"	CORRIDOR
MECH	"	MECHANICAL ROOM
STE	"	SUITE
S.L.	"	STRATA LOT

KEY PLAN

SCALE: 1 CM = 10 M. (1:1000)

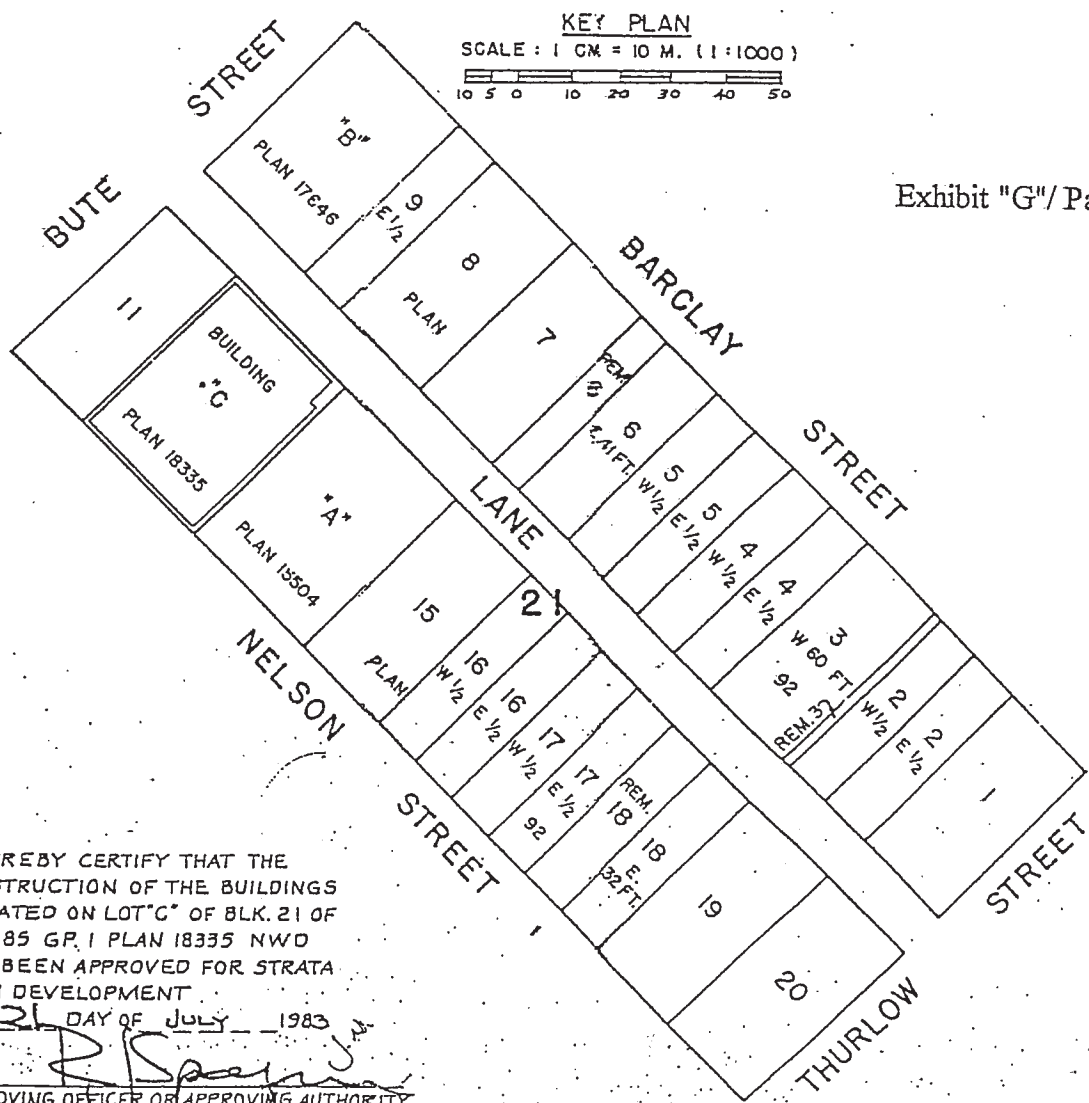
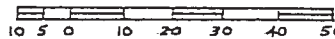


Exhibit "G"/ Page 1

I HEREBY CERTIFY THAT THE  
CONSTRUCTION OF THE BUILDINGS  
SITUATED ON LOT "C" OF BLK. 21 OF  
D.L. 185 GR. 1 PLAN 18335 NWD  
HAS BEEN APPROVED FOR STRATA  
PLAN DEVELOPMENT  
THIS 21 DAY OF JULY, 1983

R. Spence  
APPROVING OFFICER OR APPROVING AUTHORITY  
THIS PLAN LIES WITHIN THE  
GREATER VANCOUVER REGIONAL DISTRICT

HELGE JACOBSEN & ASSOCIATES  
PROFESSIONAL B.C. LAND SURVEYORS  
940 BRUNETTE AVENUE  
COQUITLAM, B.C.  
V3K 1C9

I, HELGE JACOBSEN, OF PORT COQUITLAM, B.C., A BRITISH COLUMBIA  
LAND SURVEYOR, HEREBY CERTIFY THAT THE BUILDING ERECTED  
ON THE PARCEL DESCRIBED ABOVE IS WHOLLY WITHIN THE  
EXTERNAL BOUNDARIES OF THAT PARCEL.  
DATED AT COQUITLAM, B.C., THIS 30 DAY OF OCT., 1980

Helge Jacobsen

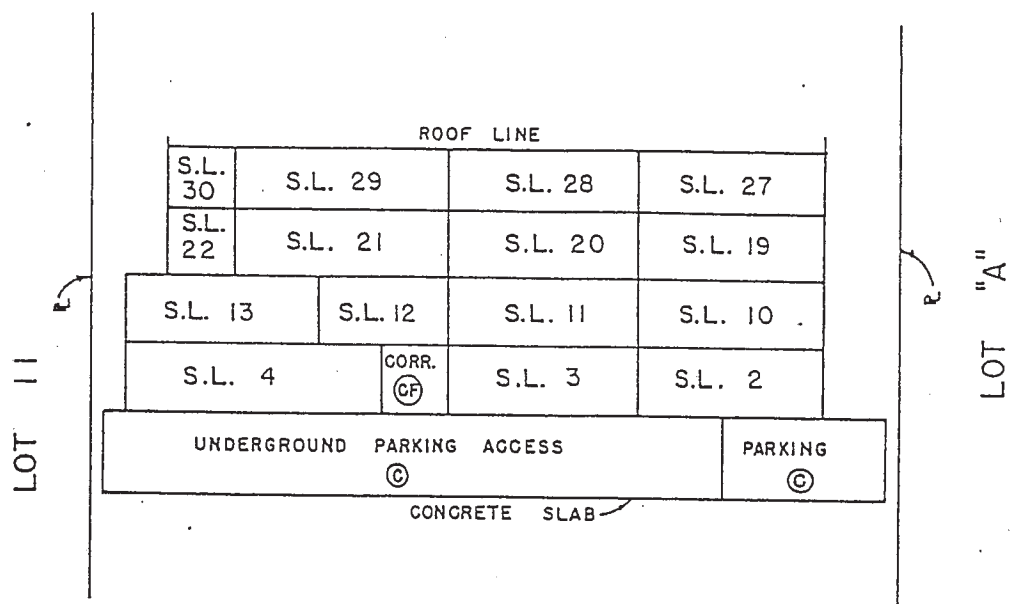
STRATA TITLES ACT

Exhibit "G"/ Page 3

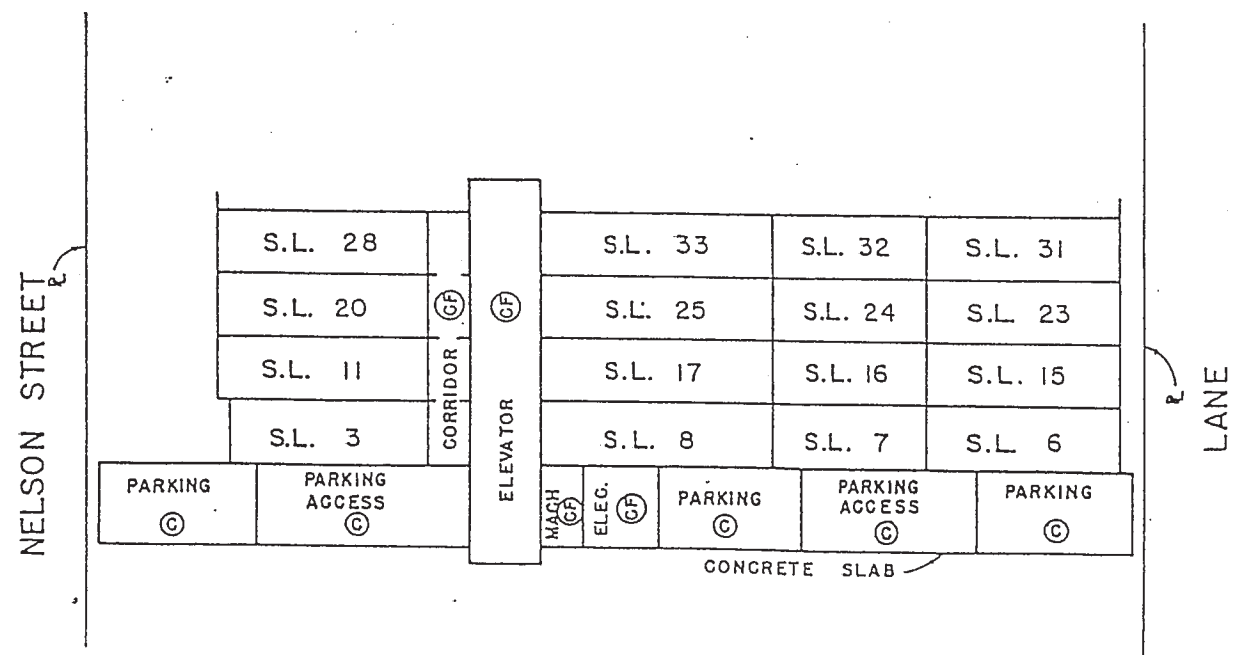
[illegible]

# SECTIONS

SCALE - 1: 200 ( METRIC )



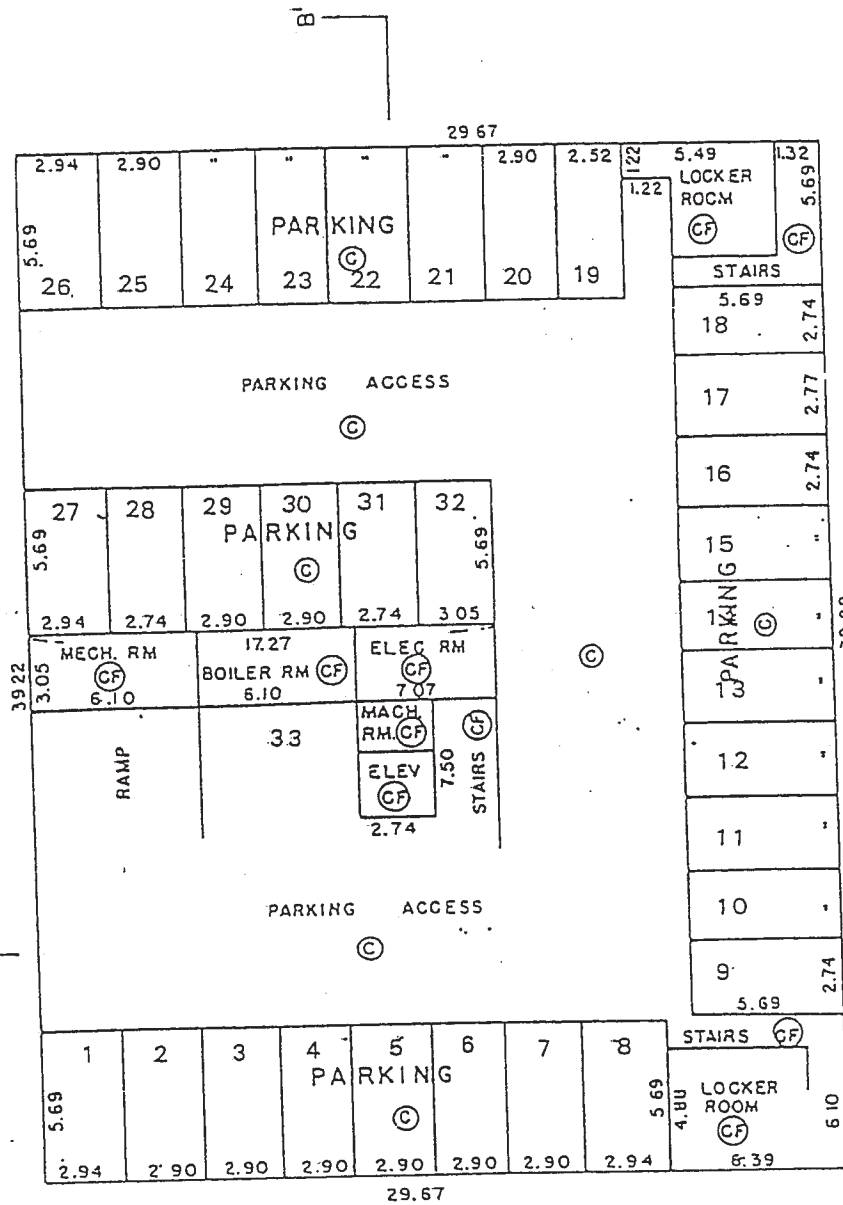
SECTION A - A'  
LOOKING NORTH - EAST



SECTION B - B'  
LOOKING NORTH-WEST

# BASEMENT AND UNDERGROUND PARKING

SCALE - 1:200 (METRIC)

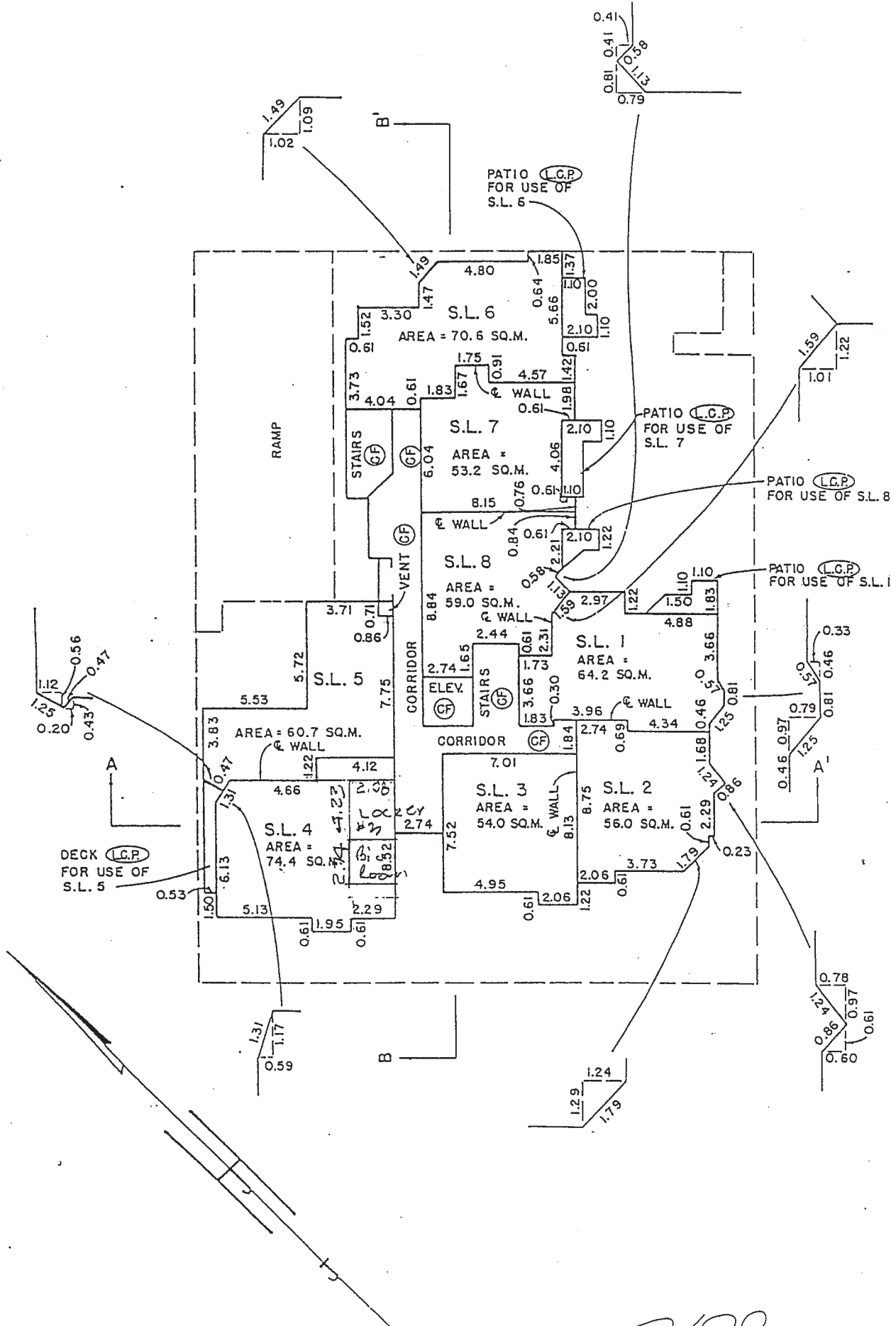


2/100

DATA PLAN VR

**FIRST FLOOR**  
SCALE - 1:200 (METRIC)

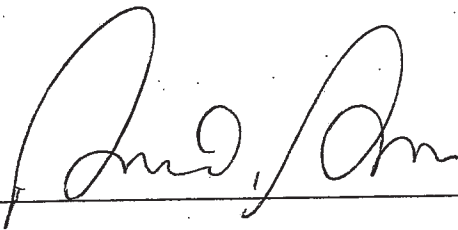
Exhibit "G"/ Page 9



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

The Owners, Strata Plan VR 1313 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 General Meeting held on October 20, 2009:

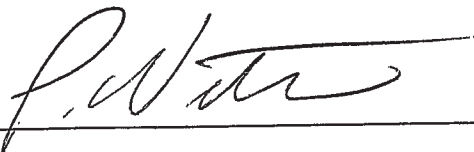
PLEASE SEE ATTACHED



Signature of Council Member

SEAN SMITH

Printed Name



Signature of Second Council Member

Paul Westrick

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.

**BE IT RESOLVED** as a  $\frac{3}{4}$  Vote Resolution of THE OWNERS, STRATA PLAN VR1313 (the "Strata Corporation") "The Greenhorn" at this Annual General Meeting held on October 20, 2009, hereby amend the existing Strata Corporation Bylaws by adding the following;

An owner, tenant, occupant or visitor must carry a bicycle or bicycles through the common lobby, hallways and stairwell areas of the building, and must first clean and dry the bicycle. Bicycles may not be wheeled through the lobby, common hallways or stairwells

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

The Owners, Strata Plan V.R. 1313 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 General Meeting held on October 30, 2008:

PLEASE SEE ATTACHED

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

SEN SMITH  
Printed Name

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

C Montgomery  
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.

**BE IT RESOLVED** as a  $\frac{3}{4}$  Vote Resolution of THE OWNERS, STRATA PLAN VR1313 (the "Strata Corporation") "The Greenhorn" at this Annual General Meeting held on October 30, 2008 that the owners hereby amend bylaw #1

by deleting the existing #1 and replace it with the following:

***Payment of Strata Fees & Levy Payments***

- 1. An owner must pay strata fees and/or levy payments on or before the first day of the month to which the strata fee and/or levy payment relate. If an owner fails to pay the strata fees and/or levy payment at the required time the strata corporation may charge interest at the rate of 10% per annum compounded annually. If an owner fails to pay the strata fee and/or levy payment at the required time they will be fined \$100.00 for each month the payment remains unpaid.***

\*\*\*\*\*

**BE IT RESOLVED** as a  $\frac{3}{4}$  Vote Resolution of THE OWNERS, STRATA PLAN VR1313 (the "Strata Corporation") "The Greenhorn" at this Annual General Meeting held on October 30, 2008 that the owners hereby amend bylaw 3.3(d)

by deleting the existing 3.3(d) and replace it with the following:

***(d) one dog and one cat or if no dog then two cats***

\*\*\*\*\*

**BE IT RESOLVED** as a  $\frac{3}{4}$  Vote Resolution of THE OWNERS, STRATA PLAN VR1313 (the "Strata Corporation") "The Greenhorn" at this Annual General Meeting held on October 30, 2008 that the owners hereby amend bylaw 35 (1) as amended

by deleting the existing 35 (1) and replace it with the following:

***35(1) The owner of a strata lot shall pay \$100.00 to the strata corporation prior to moving in. The owner of a strata lot shall pay \$100.00 to the strata corporation prior to moving out.***

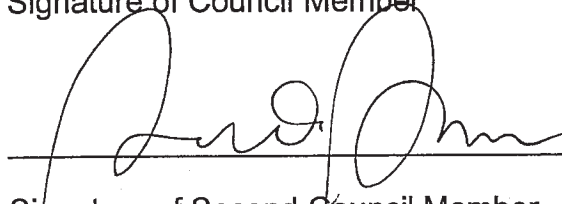
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**Strata Property Act**  
**FORM 1**  
**AMENDMENT TO BYLAWS**  
(Section 128)


The Owners, Strata Plan VR 1313 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 General Meeting held on October 23, 2007:

PLEASE SEE ATTACHED

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

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

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
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.

**BE IT RESOLVED**

By a  $\frac{3}{4}$  Vote Resolution of THE OWNERS, STRATA PLAN VR 1313 (the "Strata Corporation") at this Annual General Meeting held on October 23, 2007 that the owners hereby amend bylaw 34(5) by deleting the existing 34(5) and replace it with the following:

***34(5) No area of the garage and parking stall is to be used to store items other than motor vehicles and bicycles.***

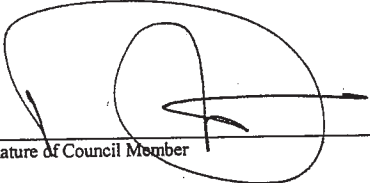
26 APR 2007 10 05

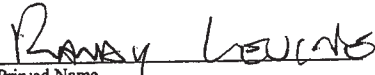
BT138539

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


The Owners, Strata Plan V.R. 1313 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 February 19<sup>th</sup>, 2002:

PLEASE SEE ATTACHED

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

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Signature of Second Council Member .....

  
\_\_\_\_\_  
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.

**SCHEDULE OF BYLAWS**  
**The Owners, Strata Plan VR 1313**  
**GREENHORN**

Be it resolved that all previously registered bylaws be repealed, and replaced with the following bylaws, with the exception that the rental restriction bylaw previously registered is amended as per Division 8 of the bylaws and the bylaw registered on July 27, 2001 remains in full force and effect. These bylaws replace Part 5 of the *Condominium Act* and the Schedule of Standard Bylaws in the *Strata Property Act*:

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

**Payment of strata fees**

- 1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate. If an owner fails to pay strata fees at the required time the strata corporation may charge interest at the rate of 10% per annum compounded annually. If an owner fails to pay a special levy at the required time he may be fined \$50.00 for each month the special levy remains unpaid.

**Repair and maintenance of property by owner**

- 2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.  
  
(2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

**Use of property**

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the *Strata Property Act*.

(3) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged mammals;
- (c) up to 2 caged birds;
- (d) one dog or one cat.

(4) A dog kept in a strata lot may not be more than 16 inches in height at the shoulder or weigh more than 30 pounds. The owner of the pet must ensure that the pet is kept quiet, controlled and clean. The owner of the pet assumes any and all liability for any and all actions of the pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

(5) An owner, tenant, occupant or visitor must ensure that all pets are leashed or caged when on the common property or on land that is a common asset. A pet found unsupervised on the common property may be delivered to the municipal pound at the cost of the pet owner and fines may be assessed against that owner.

(6) A pet owner is responsible for the immediate clean-up and disposal of any pet excrement that occurs on common property.

(7) A pet shall not cause a nuisance to any resident.

(8) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the *Strata Property Act*. At the end of the hearing, the council may take no action, fine the owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.

(9) No owner, tenant, occupant or visitor is permitted to feed wildlife from a strata lot or from the common property, including limited common property. For the purposes of this bylaw, the term "wildlife" includes but is not limited to birds and squirrels.

(10) Any person causing damage to common property or common assets shall immediately report such damage to the property manager.

(11) Persons using the common area facilities and rooms do so at their own risk, and shall release and indemnify the strata corporation from any and all claims arising from the use of the facilities and common rooms.

(12) Smoking is not permitted in any of the inside common areas. Stubs of smoking material may not be discarded on any portion of the common property.

(13) Only propane and electric barbecues may be used and only in a manner that does not cause a nuisance to any other resident or create a fire hazard. Propane must be stored outside the strata lot on a deck, patio or balcony. Propane tanks cannot be stored in the locker areas.

(14) No laundry may be hung on any portion of the common property or limited common property that may be seen from outside of the building from street level or from another strata lot. A portable drying rack may be used but must be stored away once the articles are dry.

(15) A resident shall not use their deck, patio or balcony for storage. The only permitted items on decks, patios or balconies are patio furniture, barbecues, plants and other items with council's prior written approval.

(16) Planters mounted on balcony railings must be hanging on the inside of the railing.

(17) No commercial signs are permitted to be displayed on the common property or on a strata lot so that they are visible from outside the strata lot.

(18) Real estate signs may only be hung from the real estate sign hooks at the front of the complex.

(19) No owner, tenant, occupant, visitor or agent shall leave open or unlocked any building entrance for the purpose of an "Open House". The agent must notify the property manager when they are holding an "Open House", and greet prospective purchasers at the entrance door. Prospective purchasers are to be conducted around the common property only under the supervision of the owner or agent.

(20) Any bicycles taken through the common halls and elevator to a strata lot must be clean and dry so as not to track soil into the building.

(21) Garbage deposited in the garbage bin must be tightly sealed in a garbage bag. Cardboard boxes must be flattened before being placed in the recycling container.

(22) An owner, tenant, occupant, or visitor shall not make or permit noise in or about any strata lot or the common property, which in the opinion of the council is a nuisance or unreasonably interferes with the use and enjoyment of a strata lot or the common property by any other resident in the complex.

(23) No laundry machine or other appliance designed for the purpose of washing or drying laundry is permitted to be installed within a strata lot.

(24) No owner, tenant or occupant is permitted to hold or allow to be held, garage, yard or sidewalk sales in or about the common or limited common property, without the prior written consent of the council.

(25) An owner shall not permit his strata lot to be used by more than two persons for each bedroom, not counting visitors staying less than one month, unless he has the prior written approval of the council to do so.

### **Inform strata corporation**

4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

(2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

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

5 (1) An owner must obtain the written approval of the council before making an alteration to a strata lot that involves any of the following:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) chimneys, stairs, patios, decks, balconies or other things attached to the exterior of a building;
- (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
- (e) fences, railings or similar structures that enclose a patio, deck, balcony or yard;
- (f) common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the *Strata Property Act*;
- (h) balcony enclosures, awnings, trellises, screens attached or placed on the outside of the building or the common property, including limited common property.

(2) The council must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

(3) Owners, tenants, or occupants shall not paint common property, including but not limited to decks, patios or balconies.

(4) Garden sheds are not permitted on the common property, including but not limited to the limited common property.

### **Obtain approval before altering common property**

- 6 (1) An owner must obtain the written approval of the council before making an alteration to common property, including limited common property, or common assets.
- (2) The council may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

#### **Alterations to a strata lot or common property**

- 7 (1) Any alteration to a strata lot or to common property that has not received the prior written approval of council must be removed at the owner's expense if the council orders that the alteration be removed. An owner who receives approval will be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration and the cost of repairing and maintaining the common property or a strata lot if such repair is required as a result of the alteration. An owner who receives approval may be required by the council to sign an Assumption of Liability Agreement.

(2) The owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits is a condition of the council's approval.

(3) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:

- (a) the maintenance and repair of the alterations, and
- (b) the effects on all adjacent strata lots or common property, and
- (c) the effects of rain and weathering, staining, discoloration.

(4) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:

- (a) the alterations are not maintained or repaired, or
- (b) the alterations are damaged.

All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are his responsibility.

(5) On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an Assumption of Liability Agreement with the strata corporation the alteration may be removed by council and the cost of the removal will be charged to the new owner.

(6) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.

(7) The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The

council may include specified supervision or inspection as a requirement of approval.

### **Permit entry to strata lot**

- 8 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the *Strata Property Act*.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

### **Division 2 – Powers and Duties of Strata Corporation**

#### **Repair and maintenance of property by strata corporation**

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

### **Division 3 – Council**

#### **Council size and membership**

- 10** (1) The council must have at least 3 and not more than 7 members.
- (2) No owner may stand for council or continue to be on council with respect to a strata lot if the person is in arrears for any contributions or charges on their maintenance account.

#### **Council members' terms**

- 11** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.

#### **Removing council member**

- 12** (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

#### **Replacing council member**

- 13** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the *Strata Property Act*, the regulations and the bylaws respecting the calling and holding of meetings.

#### **Officers**

- 14 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act, or
  - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

#### **Calling council meetings**

- 15 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
- (a) all council members consent in advance of the meeting, or
  - (b) the meeting is required to deal with an emergency situation, and all council members either
    - (i) consent in advance of the meeting, or
    - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

#### **Requisition of council hearing**

- 16 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

### **Quorum of council**

- 17 (1) A quorum of the council is
- (a) 1, if the council consists of one member,
  - (b) 2, if the council consists of 2, 3 or 4 members,
  - (c) 3, if the council consists of 5 or 6 members, and
  - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

### **Council meetings**

- 18 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the *Strata Property Act*;
  - (b) rental restriction bylaw exemption hearings under section 144 of the *Strata Property Act*;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

### **Voting at council meetings**

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

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

- 20 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

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

- 21 (1) Subject to subsections (2) to (4), the council may delegate some or all of its

powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

- (2) The council may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
  - (a) set a maximum amount that may be spent, and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
  - (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

#### **Spending restrictions**

- 22 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

#### **Limitation on liability of council member**

- 23 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

### **Division 4 – Enforcement of Bylaws and Rules**

#### **Maximum fine**

- 24 Unless otherwise provided for in the bylaws the strata corporation may fine an owner or tenant a maximum of up to
  - (a) \$200 for each contravention of a bylaw, and

(b) \$50 for each contravention of a rule.

### **Continuing contravention**

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

## **Division 5 – Annual and Special General Meetings**

### **Quorum**

- 26 If at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty minutes whereupon the adjourned meeting shall be reconvened at the same place and the persons present in person or by proxy and entitled to vote, shall constitute a quorum.

### **Person to chair meeting**

- 27 (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

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

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

### **Voting**

- 29 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the strata corporation is entitled to register a lien for any contributions or charges on their maintenance account under section 116 of the *Strata Property Act*.

### Order of business

- 30 The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last annual or special general meeting;
  - (g) deal with unfinished business;
  - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
  - (i) ratify any new rules made by the strata corporation under section 125 of the *Strata Property Act*;
  - (j) report on insurance coverage in accordance with section 154 of the *Strata Property Act*, if the meeting is an annual general meeting;
  - (k) approve the budget for the coming year in accordance with section 103 of the *Strata Property 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 *Strata Property Act*;

- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

### **Division 6 – Voluntary Dispute Resolution**

#### **Voluntary dispute resolution**

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

### **Division 7 – Rental Restriction**

#### **Rental**

- 32 (1) The number of strata lots that may be rented within the Strata Plan shall be limited to six (6) except for those rented pursuant to a successful appeal on the basis of hardship. Prior to offering the rental of a strata lot, the owner thereof shall make a written request to the council for permission to rent his strata lot. The council shall reply in writing stating whether or not six (6) strata lots have been rented, (excluding those where permission to rent the strata lot was granted under hardship), and whether or not the owner can proceed to rent the strata lot in question. The council shall keep a register of those strata lots rented and a waiting list for owners to rent their strata lots. Requests to rent shall be honored on a first come, first served basis. A strata lot must be rented within 60 days of permission being granted or the owner will lose his place on the waiting list.
- (2) Notwithstanding the preceding paragraph, where cases of undue physical or financial hardship of a personal nature arise, an owner may make a written request to the strata council for permission to rent a strata lot for a limited period of time, and where the strata council has been provided with evidence that undue hardship will result if limited rental approval is not given, the strata council shall not unreasonably withhold permission for limited rental. If the owner requires a hearing, the council must hear the owner or the owner's agent within 3 weeks after the date the application is given to the strata corporation. An exemption is

allowed if the council does not give its decision in writing to the owner within one week after the hearing, or if no hearing is requested, within 2 weeks after the application is given to the strata corporation.

(3) Within two weeks after renting all or part of his or her strata lot an owner must give the strata corporation a copy of the Notice of Tenant's Responsibilities signed by the tenant.

(4) The limitation on rentals is subject to section 143, as applicable of the *Strata Property Act*, and amendments thereto.

(5) Where the council grants an exemption to an owner to rent his strata lot on the grounds of hardship, the council can specify the length of time that the exemption is granted for. When permission to rent is granted on the grounds of hardship, the owner must rent his strata lot within 60 days, or the exemption is withdrawn.

(6) Where permission to rent pursuant to this bylaw has been automatically revoked, withdrawn, terminated, or will expire, an owner may re-apply to the council for permission to rent the strata lot and such application will be governed by the provisions of this bylaw and the *Strata Property Act* and amendments thereto.

(7) Where an owner leases his strata lot in violation of the bylaw, the strata corporation shall levy against the owner a fine of Five Hundred (\$500.00) Dollars every seven days during the period of the lease.

(8) For the purposes of this bylaw the terms "lease", "rent", "rents", and "rental arrangement" shall include any and all forms of tenancy or licence relating to the occupancy of a strata lot.

(9) This bylaw does not apply to prevent the rental of a strata lot to a member of the "family of an owner", meaning:

- (i) the spouse of the owner;
- (ii) a parent or child of the owner;
- (iii) a parent or child of the spouse of the owner.

Where "spouse of the owner" includes an individual who has lived and co-habitated with the owner, for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

## Division 8 - Security

### Security

33 (1) All persons having keys for the building must be registered with the council or the property manager.

(2) No owner, tenant, occupant or visitor shall leave open or unlocked, any outside entrance or exit unless they are in constant supervision of that entrance or exit.

(3) A resident shall not let another person, including trades or delivery persons into the building when entering themselves, unless that person is known to them.

(4) When receiving deliveries of any kind, the resident must meet the delivery person at the main entrance.

(5) A resident must verify that they know the person calling on the enterphone before permitting entry to the building.

(6) No owner, tenant, occupant or visitor is permitted in any part of the restricted common areas; not limited to areas such as the roof, boiler room, electrical rooms, mechanical rooms, elevator room, elevator shaft or isolation valve shut off areas, unless authorized by the council.

(7) Residents are requested to report any suspicious activity within the building or on the grounds to the Vancouver Police (911) and then to a member of the council and/or the strata manager.

(8) There shall be no solicitation permitted anywhere in or about the property for any cause, charity or for any purpose whatsoever, except as required by the Election Act of Canada and similar legislation, or as designated by the council.

(9) All residents are required, when entering or exiting the garage, to monitor the garage gate until it is closed before proceeding to ensure that there is no unauthorized entry. In the event of an unauthorized entry, residents are encouraged to monitor the behaviour and report any suspicious persons to the Vancouver Police.

(10) Keys and/or entry clickers may not be left in a motor vehicle that is parked and unoccupied..

#### **Division 9 – Parking/Bike Room**

##### **Parking/Bike Room**

34 (1) Unlicensed vehicles must have storage insurance with a minimum of one million dollars liability insurance coverage. Proof of insurance must be displayed on the dashboard of the vehicle and a copy must be provided by the owner of the vehicle to the council upon council's request.

(2) Parking vehicles in the garage, other than those owned or leased by an owner, tenant, occupant or visitor is prohibited.

(3) All parking stalls are assigned to a particular strata lot.

(4) At no time shall a resident park their vehicle anywhere in the strata plan, except in their assigned parking stall.

(5) No area of the garage is to be used to store items other than motor vehicles. No personal articles may be kept in the garage.

(6) Owners of vehicles causing staining of the parking surface shall, when notified by the council, clean all affected areas. Failure to do so within seven days of receipt of notice shall result in the council arranging for the affected area(s) to be cleaned and the owner of the assigned parking stall billed for the costs.

(7) No repairs to motor vehicles may be carried out in the garage or anywhere else on the common property.

(8) Washing or cleaning of motor vehicles is not permitted in the garage or anywhere on the common property.

(10) No motor vehicles may be parked in any part of the garage other than in an assigned parking stall.

(11) No motor vehicles, with the exception of motor vehicles belonging to trades or service people attending to strata corporation business, are permitted to park or stop for any length of time on the entry ramp to the garage.

(9) Assigned parking spaces shall not be leased or rented to non-residents.

(10) Any person leaving a bicycle in the designated bicycle area does so at his or her own risk. The strata corporation does not accept any responsibility for lost, damaged or stolen items from the bicycle room.

### **Division 10 - Moving In - Moving out**

#### **Moving in - moving out**

35 (1) The owner of a strata lot shall pay \$25.00 to the strata corporation prior to moving in or out of a strata lot.

### **Division 11 - Small Claims**

- 36 Pursuant to section 171 of the *Strata Property Act*, the council, on behalf of the strata corporation, may commence a proceeding under the *Small Claims Act* against an owner or other person to collect money owing to the strata corporation without further authorization from the strata corporation. The council may commence the proceedings to collect monies owing to the strata corporation for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim.

#### **Division 12 – Severability**

- 37 (1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

(2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.

## **8. RESOLUTION A**

Resolution A was presented to the owners for discussion as follows;

*"Be it resolved by a 3/4 resolution of the Owners, Strata Plan VR1313 that a bylaw be registered in the land titles office giving notice that, regarding strata lot 4, the strata plan filed in the land title office is inconsistent with the Disclosure Statement filed by the Developer. The strata plan is also inconsistent with the actual use of a certain portion of the strata lot 4 that is used by the Strata Corporation for a bicycle room and storage room ("Space"). The strata plan filed in the land title office also does not show a hallway between strata lots 4 and 5 and such a hallway exists. Financial compensation for the use of the Space has and will continue to be paid by the Strata Corporation to whoever is the owner of strata lot 4 through the reduction of strata fees and special levies. The Owners, Strata Plan VR1313 claim a right to continue to use the Space and maintain the hallway under legal and equitable principles."*

Following discussion on the resolution it was moved, seconded and CARRIED (15 in favour, 2 opposed) to accept Resolution A, as presented.