

# STRATA PLAN LMS 31

## CONSOLIDATED BYLAWS

*Amended May 28, 2018*

*Registration #CA6823122*

\*\*\*These bylaws have been consolidated with changes for convenience. Reader to verify with Registered Bylaws and Registered Amendments filed at the Land Title office. \*\*\*

**BYLAWS OF THE OWNERS, STRATA PLAN LMS 31 – GUILDFORD MARQUIS**

Schedule "A"

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## BYLAWS OF THE OWNERS, STRATA PLAN LMS 31

### 1.0 **DEFINITIONS**

1.1 “**Act**” means the *Strata Property Act* [S.B.C.] c.43 as amended or replaced from time to time;

1.2 “**Building A**” means the west tower which is shown on the Strata Plan as Tower A, in which Strata Lots 91 through 180 are located;

1.3 “**Building B**” means the east tower which is shown on the Strata Plan as Tower B, in which Strata Lots 1 through 90 are located;

1.4 “**Bylaws**” means the Bylaws of the Strata Corporation;

1.5 “**Common Asset**” means:

- (a) personal property held by or on behalf of the Strata Corporation; and
- (b) land held in the name of or on behalf of the Strata Corporation, that is:
  - (i) not shown on the Strata Plan; or
  - (ii) shown as a Strata Lot on the Strata Plan.

1.6 “**Common Property**” means:

- (a) that part of the land and buildings shown on a strata plan that is not part of a Strata Lot, and
- (b) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located
  - (i) within a floor, wall or ceiling that forms a boundary
    - (A) between a Strata Lot and another Strata Lot,
    - (B) between a Strata Lot and the Common Property, or
    - (C) between a Strata Lot or Common Property and another parcel of land, or
  - (ii) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another Strata Lot or the Common Property;

1.7 **“Common Expenses”** means expenses:

- (a) relating to the Common Property and Common Assets of the Strata Corporation, or
- (b) required to meet any other purpose or obligation of the Strata Corporation;

1.8 **“Deductible”** means the cost of the deductible portion of a claim on the Insurance Coverage;

1.9 **“Dispute Resolution Committee”** means:

- (a) one Owner or Tenant nominated by each of the parties involved in a dispute; and one Owner or Tenant chosen by the Persons nominated to chair the Dispute Resolution Committee; or
- (b) any number of Persons consented to, or chosen by a method that is consented to, by all of the parties involved in a dispute.

1.10 **“Eligible Council Member”** means:

- (a) an Owner, except for an Owner who is not eligible to sit on the Strata Council pursuant to Bylaw 18.5; and
- (b) the Spouse of an Owner described in 1.10(a), provided that the Owner and the Spouse of the Owner cannot be Strata Council Members at the same time if they only own one Strata Lot.

1.11 **“Family Member”** means:

- (a) the Spouse of an Owner (as defined in Bylaw 1.37);
- (b) a parent or child of an Owner; or
- (c) a parent or child of a Spouse of an Owner;

1.12 **“Gas Fireplace Expense”** means the fees payable on account of gas consumed by the Strata Corporation with respect to the gas fireplaces in the Gas Fireplace Strata Lots as set out in the invoices from the Gas Provider;

1.13 **“Gas Fireplace Strata Lots”** means Strata Lots which have a working gas fireplace, as set out in a list to be maintained by the Strata Corporation or its management company;

1.14 **“Gas Provider”** means FortisBC and its successors and assigns, and such other utility as may deliver gas to the Gas Fireplace Strata Lots from time to time;

1.15 **“Guests”** means any persons for whom the Owner is, at law responsible, including without limiting the generality of the foregoing, the Owner’s Occupant, Tenant, or Invitee;

1.16 **“Hard Flooring”** means any material other than carpet and includes hardwood, laminate, tile, slate, bamboo and cork;

1.17 **“Human Rights Code”** means the *Human Rights Code* [R.S.B.C. 1996] c.210;

1.18 **“Invitee”** means a Person who enters the Premises at the invitation of an Owner, Tenant, or Occupant;

1.19 **“Insurance Costs”** means all premiums and other amounts which the Strata Corporation pays with respect to the Insurance Coverage;

1.20 **“Insurance Coverage”** means the property insurance which the Strata Corporation obtains and maintains at all material times in accordance with the requirements of the Act in respect of the Insured Property;

1.21 **“Insured Property”** means property for which the Strata Corporation is obligated to maintain insurance pursuant to the Act;

1.22 **“Limited Common Property”** means Common Property designated for the exclusive use of an Owner;

1.23 **“Major Vehicle Repairs”** means those vehicle repairs which:

- (a) cannot be completed within 24 hours from commencement;
- (b) may cause nuisance to any Owner, Tenant, or Occupant; or
- (c) may cause damage to the Premises, including but not limited to a spill or leak of gas, oil, or grease;

1.24 **“No Gas Fireplace Strata Lots”** means those Strata lots which do not have a working fireplace, as set out in a list to be maintained by the Strata Corporation or its management company.

1.25 **“Occupant”** means a Person, other than an Owner or Tenant, who occupies a Strata Lot;

1.26 **“Owner”** means the person shown in the register of a land title office as the owner of a freehold estate in a Strata Lot in the Strata Plan, whether entitled to it in the person's own right or in a representative capacity;

1.27 **“Person”** is to be broadly interpreted and includes without limiting the generality of the foregoing, males, females, adults, children, individuals, corporations, partnerships, and unincorporated organizations;

1.28 **“Premises”** means inclusively any and all Strata Lots, Common Property, Limited Common Property, and land that is a Common Asset;

1.29 **“Public Access”** means entry onto the Premises by anyone other than an Owner, or a Tenant, Occupant, or Invitee;

1.30 “**Regulations**” means the *Strata Property Regulation*, B.C. Reg. 43/2000 as amended or replaced from time to time;

1.31 “**Rental Consent**” means written consent from the Strata Corporation to do any of the things referred to in Bylaw 12.1;

1.32 “**Rental Waiting List**” means a waiting list to be administered by the Strata Council in accordance with Bylaw 12.3;

1.33 “**Rented**” includes all of the things described in Bylaw 12.1;

1.34 “**Rule**” means a rule of the Strata Corporation made pursuant to the provisions of the Act;

1.35 “**Security Devices**” means closed circuit television, video cameras, digital cameras, and other similar recording devices and monitors;

1.36 “**Special Levy**” means a special levy approved in accordance with the Act;

1.37 “**Spouse of an Owner**” means a person who:

- (a) is married to an Owner, or
- (b) is living and cohabiting with an Owner in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, and has lived and cohabited in that relationship for a period of at least 2 years.

1.38 “**Strata Corporation**” means the strata corporation formed by deposit of the Strata Plan;

1.39 “**Strata Council**” means the duly elected Strata Council of the Strata Corporation;

1.40 “**Strata Lot**” means a lot shown on the Strata Plan;

1.41 “**Strata Plan**” means Strata Plan LMS 31;

1.42 “**Tenant**” has the meaning ascribed to it in the Act, and includes any Person occupying or using a Strata Lot as described in Bylaw 12.1.

1.43 “**Visitor Parking Stall**” means a Common Property parking stall designated from time to time for the parking of vehicles by Invitees.

## 2.0 **APPLICATION**

2.1 The Bylaws apply to every Strata Lot and to every Owner.

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

### 3.0 USE

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

3.2 No Owner shall or shall permit his, her or its Tenant, Occupant or Invitee to use the Premises in a way that:

- (a) causes a nuisance or hazard to another Person;
- (b) causes unreasonable noise;
- (c) unreasonably interferes with the rights of other Persons to use and enjoy the Premises;
- (d) is illegal or is injurious to the reputation of the Strata Corporation;
- (e) is contrary to a purpose for which the Premises are intended, as shown expressly or by necessary implication on or by the Strata Plan;
- (f) causes damage other than reasonable wear and tear to the Premises or the Common Assets; or
- (g) is contrary to any statute, ordinance, By-Law or Regulation of any government, whether Federal, Provincial, Municipal, or otherwise.

3.3 Within 2 weeks of becoming an Owner, an Owner shall inform the Strata Corporation of his, her or its name, Strata Lot number, and, where applicable, mailing address outside the Strata Plan. An Owner who provides a mailing address outside of the Strata Plan shall immediately notify the Strata Corporation of any changes to the mailing address.

3.4 Without limiting generality of Bylaw 3.2, no Owner, Tenant or Occupant shall at any time make, cause or produce undue noise, smell, vibration or glare in or about any Strata Lot or Common Property or do anything which will interfere unreasonably with any other Owner, Tenant or Occupant.

3.5 Without limiting the generality of Bylaw 3.2, no Owner, Tenant, or Occupant shall do anything or permit anything to be done which causes noise to be heard on the Common Property, land held in the name of the Strata Corporation, or in another Strata Lot between the hours of 10:00 p.m. and 7:00 a.m., including without limiting the generality of the foregoing:

- (a) noise resulting from Persons loitering on the Premises or using the Premises to enter or exit a Strata Lot;
- (b) noise from appliances, including washers, dryers, dishwashers, and garburators; and
- (c) traffic noise on the Premises.



3.6 Without limiting the generality of Bylaw 3.2, no Owner, Tenant, or Occupant shall at any time permit noise from wind chimes, televisions, stereos, radios, musical instruments, amplifiers, and sound reproduction equipment to be heard on the Common Property, land held in the name of the Strata Corporation, or in another Strata Lot.

3.7 No Owner, Tenant or Occupant shall without the consent of the Strata Council place or store on his, her or its balcony or hang from a window any goods, chattels, laundry, or other objects, which are visible from any part of the Premises other than the Strata Lot, provided that an Owner, Tenant, or Occupant may place the following items on a patio, deck, or balcony:

- (a) free standing self contained planters boxes;
- (b) a barbecue in accordance with Bylaw 3.18; and
- (c) patio furniture.

3.8 No Owner, Tenant, or Occupant shall use a hose or pressure washer on a balcony, deck, or patio for any purpose.

3.9 Without limiting the generality of Bylaw 3.8, no Owner, Tenant, or Occupant shall use a hose to water plants or to wash a balcony, patio, or deck or otherwise do anything which may cause water to flow, drip, or fall from his, her, or its balcony onto a Strata Lot, Common Property, or Limited Common Property.

3.10 No Owner, Tenant, or Occupant shall use or access any part of the Common Property for which access is prohibited, including but not limited to the roof, boiler rooms, electrical rooms, and mechanical rooms.

3.11 No Owner, Tenant or Occupant shall use or keep a waterbed on the Premises except with written consent from the Strata Council.

3.12 Without limiting the generality of Bylaw 3.7(a), no Owner, Tenant, or Occupant shall install a hanging planter or basket on a balcony, deck, or patio.

3.13 No Owner, Tenant, or Occupant shall display signs or advertisements of any kind on the Premises, except:

- (a) on the bulletin board in the mail room; or
- (b) pursuant to Bylaw 29.3.

3.14 An Owner, Tenant, or Occupant who displays a sign or advertisement pursuant to Bylaw 3.13(a) shall:

- (a) include on the sign or advertisement:
  - (i) the date on which the sign or advertisement was posted; and
  - (ii) the name and Strata Lot number of the person who posted it; and

(b) permanently remove it within 2 weeks of posting.

3.15 An Owner shall cause his, her or its Guests to comply with the Bylaws.

3.16 No Owner, Tenant, Occupant or Invitee shall:

- (a) trespass on a part of the Premises to which another Owner, Tenant or Occupant is entitled exclusive use;
- (b) obstruct or use the entrances, passages, hallways, stairs, sidewalks, driveways, or walkways of the Premises for any purpose other than entering or exiting a Strata Lot or the Common Property;
- (c) use for permanent or temporary storage any part of the Premises, except for their own Strata Lot and storage locker, if any;
- (d) store or permit to be stored on the Premises coal or any combustible, flammable or hazardous material.

3.17 Without limiting the generality of Bylaw 3.16(c), no Owner, Tenant, or Occupant shall leave a shopping cart on any part of the Premises except for a folding cart used for household purposes.

3.18 Notwithstanding Bylaw 3.16(d) an Owner, Tenant, Occupant, or Invitee may use a barbecue, hibachi or other cooking device on the Premises provided that it:

- (a) is fuelled by propane or electricity;
- (b) is used and maintained in a safe manner and in accordance with the manufacturer's recommendations;
- (c) is used in accordance with the Rules; and
- (d) it is used in accordance with all applicable laws, bylaws, and regulations.

3.19 No Owner, Tenant, Occupant or Invitee shall shake a mop, duster, or dust pan or throw refuse from any part of a Strata Lot onto the Premises, whether from a window, door, balcony, patio, or otherwise.

3.20 No Owner, Tenant, Occupant or Invitee shall do anything on the Premises which may increase the risk of fire on the Premises.

3.21 No Owner, Tenant, Occupant or Invitee shall use a Christmas tree in a Strata Lot other than an artificial tree.

3.22 No Owner, Tenant, Occupant or Invitee shall do anything on the Premises which may result in the waste or excessive consumption of domestic water supply or heated water.

3.23 No Owner, Tenant, or Occupant shall feed, or do anything that would attract wild animals

anywhere on the Premises, including but not limited to:

- (a) birds, including but not limited to crows, seagulls, and pigeons;
- (b) rodents, including but not limited to mice and rats;
- (c) skunks;
- (d) raccoons; and
- (e) coyotes.

3.24 No Owner, Tenant, Occupant, or Invitee shall install in a Strata Lot any window covering which appears from the exterior of the Strata Lot to be;

- (a) any colour other than white or off-white; or
- (b) anything other than horizontal blinds with slats no less than 1 inch and no greater than 3 inches in size;
- (c) comply with the provisions of Bylaw 13.4 (i).

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

3.26 An Owner, Tenant, or Occupant shall place all recyclable household materials in the bins provided by the Strata Corporation for such purpose.

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

3.28 An Owner shall maintain or cause to be maintained in a good and clean condition his, her or its Strata Lot and any Common Property to which the Owner has exclusive use.

3.29 Without limiting the generality of Bylaw 3.28, no Owner, Tenant, or Occupant will do anything which may cause a Strata Lot to become unsanitary or a source of odour.

3.30 No Owner, Tenant, or Occupant shall permit solicitation on the Premises, except pursuant to the Canada Elections Act or similar applicable legislation.

#### 4.0 **ENTRY**

4.1 An Owner, Tenant, or Occupant shall allow a Person authorized by the Strata Corporation to enter a Strata Lot:

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;

- (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain Common Property, Common Assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under the Bylaws or the Act; and
- (c) at a reasonable time, on 48 hours' written notice, to ensure compliance with the Act and the Bylaws.

4.2 The notice referred to in Bylaw 4.1(b) above shall include the date, approximate time of entry, and reason for entry.

## 5.0 **SECURITY**

5.1 No Owner, Tenant, or Occupant shall:

- (a) allow any Person entry onto the Premises unless such Person is known to be an Owner, Tenant, or Occupant;
- (b) copy any key to Common Property without the written permission of the Strata Council; or,
- (c) leave open or unlocked any entrance to the Common Property unless such Owner, Tenant or Occupant is in direct supervision of the entrance.

5.2 An Owner, Tenant, or Occupant who enters or exits the underground garage through the security gate shall:

- (a) stop and watch the security door fully close; and
- (b) wait until the garage door is fully closed before reopening; and
- (c) not permit any unknown or unauthorized Person to access the underground garage through the security door.

5.3 No Owner, Tenant, or Occupant shall leave in their vehicle a remote door opener, fob, key, or other device for accessing the underground parking garage.

5.4 Without limiting the generality of Bylaw 5.1(a), no Owner, Tenant, or Occupant shall use the enterphone to permit a Person to enter a building, unless such Owner, Tenant, or Occupant has used the television monitor to verify the identity of that Person.

5.5 No Owner, Tenant, or Occupant shall give a key, combination, or remote control, or other means of accessing the building to any Person other than an Owner, Tenant, Occupant, or Invitee or unless such persons have been registered with the Strata Corporation's management company.

5.6 An Owner shall notify the Strata Council immediately upon the loss by such Owner or his, her or its Occupant, Tenant, Invitee, or any person registered pursuant to Bylaw 5.5, of any keys or remote door openers to Common Property, and that Owner shall be responsible for the

cost of rekeying all locks in the Premises if the Strata Council deems such rekeying necessary.

5.7 An Owner, Tenant or Occupant shall report any suspicious or illegal activity on or around the Premises to the RCMP (911) and then to a member of the Strata Council or the property manager for the Strata Corporation.

5.8 An Owner, Tenant, or Occupant who is receiving a delivery shall meet the delivery person at the door, and without limiting the generality of the foregoing, no Owner, Tenant, or Occupant shall permit a delivery person to enter or exit the Premises without supervision.

5.9 The Strata Corporation may but shall have no obligation to install and maintain Security Devices on the Common Property or land that is a Common Asset for the purpose of monitoring Common Property and land that is a Common Asset, including:

- (a) Being alerted to the presence of trespassers on the Premises;
- (b) Preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance, damage or illegal activity caused by any Person on the Premises; and
- (c) Ensuring compliance with the Act, Regulations, Bylaws, and Rules by Owners, Tenants, Occupants and Invitees.

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

5.11 The Strata Corporation may but shall have no obligation to collect data with respect to the usage of security fobs by Owners, Tenants, and Occupants for the following purpose:

- (a) Preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance, damage or illegal activity caused by any Person on the Premises; and
- (b) Ensuring compliance with the Act, Regulations, Bylaws, and Rules by Owners, Tenants, Occupants and Invitees.

5.12 An Owner, Tenant, or Occupant with a physical disability may request that a fob be programmed by the Strata Corporation to permit handicap door access, and the Strata Corporation shall do so within a reasonable period of time following receipt of evidence of the physical disability from a physician.

## 6.0 **VEHICLES AND PARKING**

6.1 No Owner, Tenant, Occupant, or Invitee shall drive a vehicle on the Premises at a speed that exceeds 10 kilometres per hour.

6.2 No Owner, Tenant, Occupant or Invitee shall park a vehicle anywhere on the Premises except:

- (a) in the parking stall assigned to the Strata Lot occupied by such Owner, Tenant or Occupant; or
- (b) in a parking stall assigned to a Strata Lot occupied by another Owner, with express permission from that Owner.

6.3 No Owner, Tenant, or Occupant shall permit any Person other than an Owner, Tenant, or Occupant to park a vehicle on the Premises, and without limiting the generality of the foregoing, no Owner, Tenant, or Occupant shall lease or license a parking stall to any Person other than an Owner, Tenant, or Occupant.

6.4 The owner of any vehicle parked in an area in which parking is prohibited shall be responsible for costs incurred by the Strata Corporation to tow and impound such vehicle.

6.5 No Owner, Tenant or Occupant shall use or park a vehicle in a manner which:

- (a) may interfere with traffic flow, or impede access to a ramp, roadway or parking stall by any other Owner, Tenant or Occupant; or
- (b) blocks or restricts access to a fire lane, which includes all interior and exterior roadways, including the area in front of a building.

6.6 Notwithstanding Bylaw 6.5(b), an Owner, Tenant, or Occupant may park a vehicle in front of a building for the purpose of loading and unloading, provided that the vehicle is not at any time left unattended.

6.7 No Owner, Tenant or Occupant shall make Major Vehicle Repairs on the Premises.

6.8 No Owner, Tenant or Occupant shall wash a vehicle on any part of the Premises other than in the surface level washing sites designated for such purpose.

6.9 Without limiting the generality of Bylaw 6.8, no Owner, Tenant, or Occupant shall wash a vehicle in the underground parking garage.

6.10 No Owner, Tenant or Occupant shall park a vehicle in a parking stall designated for persons with disabilities, unless such Owner, Tenant or Occupant

- (a) has a valid disability parking placard; and
- (b) complies with Bylaw 6.18.

6.11 No Owner, Tenant, Occupant, or Invitee shall without the written consent from the Strata Council use a parking stall for any purpose other than parking a vehicle, and notwithstanding the generality of the foregoing, no Owner, Tenant, or Occupant shall use a parking stall for storage.

6.12 No Owner shall cause or permit an unregistered or uninsured vehicle to be parked on the Premises.

6.13 No Owner, Tenant, or Occupant shall park on the Premises a vehicle which has been

insured for storage purposes except:

- (a) with written consent from the Strata Council; and
- (b) in accordance with Bylaw 6.14 and 6.15.

6.14 An Owner, Tenant, or Occupant who has insured a vehicle for storage purposes shall:

- (a) cause the vehicle to at all times have no less than \$200,000 in valid third party liability coverage; and
- (b) provide to the Strata Corporation evidence of the insurance referred to in Bylaw 6.14(a):
  - (i) within 5 days of parking the vehicle on the Premises; and
  - (ii) within 5 days of renewal of such insurance.

6.15 Upon receipt of evidence of storage insurance pursuant to Bylaw 6.14(b), the Strata Corporation will provide to the Owner, Tenant, or Occupant a pass which indicates that the Owner has provided evidence pursuant to Bylaw 6.14(b), and indicating the date on which the insurance expires (the "Storage Pass"). The Owner, Tenant, or Occupant shall display a current Storage Pass in the windshield of the vehicle at all times while the vehicle is parked on the Premises.

6.16 No Owner shall cause or permit a vehicle to leak or drip oil, gasoline, or other fluids onto the Premises.

6.17 If an Owner is in breach of Bylaw 6.16:

- (a) such owner shall at the Owner's sole cost and expense within 7 days of receipt of notice from the Strata Corporation, do all such things as are required to return the Premises to the condition that existed prior to the breach; and
- (b) if an Owner should fail to comply with Bylaw 6.17(a) within the time limit specified in Bylaw 6.17(a), the Strata Corporation shall be entitled to do all such things as are required to return the Premises to the condition that existed prior to the breach, and the Owner shall immediately provide to the Strata Corporation all of its costs to do so.

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

park a vehicle in a Visitor Parking Stall for more than 1 hour in any given day;

- (a) permit any Person to park in a Visitor Parking Stall for any period greater than 7 consecutive days, except with written consent from the Strata Council; or
- (b) except pursuant to Bylaw 0, permit any Person other than an Invitee to park in a Visitor Parking Stall.

6.19 Without limiting the generality of any other provision of these Bylaws, no Owner, Tenant, Occupant or Invitee shall park a vehicle on the Premises which:

- (a) Exceed 10,000 lbs. or 4,545 k.g. GVWR; or
- (b) Is greater in length or width than the parking stall, except as permitted below.

Notwithstanding the foregoing, an Owner, Tenant, Occupant or Invitee may park a vehicle that is wider or longer than a park stall if the vehicle encroaches on a lawn area and if such encroachment is greater than 2 feet past the boundary of the parking stall.

## 7.0 **OCCUPANCY OF A STRATA LOT**

7.1 In this Bylaw 7.0, a Person shall be considered to reside in a Strata Lot where such Person stays overnight in a Strata Lot for greater than 21 days in any calendar year, whether consecutive or cumulative.

7.2 No Owner shall cause or permit more than 4 Persons to reside in a Strata Lot.

7.3 Without limiting any other provision of these Bylaws, the Owner of the Strata Lot will provide to the Strata Corporation the name and telephone number of each Person who is residing in a Strata Lot:

- (a) within 2 weeks of approval of these Bylaws; or
- (b) no later than 2 weeks after the Person commences residing in the Strata Lot;

whichever is applicable.

## 8.0 **PETS**

8.1 No Owner, Tenant or Occupant shall keep pets in a Strata Lot except in accordance with the following:

- (a) all pets shall be kept under the reasonable control of the Owner, Tenant, or Occupant at all times while on the Premises, so as to not interfere with or damage the Premises or the use and enjoyment thereof by other Owners, Tenants, or Occupants;
- (b) all pets shall be leashed or otherwise secured at all times when on the Common Property or land that is a Common Asset;
- (c) no Owner, Tenant, or Occupant shall permit a pet to interfere with any other person, pet, object, or property or make noise which can be heard from outside a Strata Lot , including but not limited to barking and scratching;



- (d) no Owner, Tenant, or Occupant shall permit a pet to be on any part of the Common Property except for the purpose of entering or exiting a Strata Lot, and without limiting the generality of the foregoing, no Owner, Tenant, or Occupant shall keep or permit a pet into any shared common facilities including but not limited to the billiard room, change room, hot tub area, exercise room, and lounge;
- (e) only pets of the following nature may be kept on the Premises:
  - (i) a reasonable number of fish or other small aquarium animals, provided that the aquarium will not exceed 10 gallons;
  - (ii) a reasonable number of small caged mammals;
  - (iii) no more than 2 caged birds;
  - (iv) no more than 1 cat or 1 dog, provided that such cat or dog shall be no taller than 12 inches measured from the floor to the shoulder;
- (f) no Owner, Tenant, or Occupant shall permit an Invitee to bring a pet onto the Premises at any time;
- (g) notwithstanding the generality of Bylaw 8.1(e), no Owner shall keep or permit to be kept on the Premises exotic pets including but not limited to snakes, reptiles, spiders, or large members of the cat family.
- (h) Owners keeping or permitting a pet to be kept on their Strata Lot shall ensure that the pet is kept quiet, controlled and clean. Any excrement on Common Property or on land that is a Common Asset shall be immediately disposed of by the Owner in a sanitary manner.
- (i) Owners keeping or allowing a pet to remain on their Strata Lot shall be responsible for and shall indemnify and save harmless the Strata Corporation from all actions causes of action, loss, costs, or expenses resulting from the actions of the pet, regardless of whether or not the Owner had knowledge, notice or forewarning of the likelihood of such action.
- (j) If in the opinion of the Strata Council acting reasonably, a pet is causing a nuisance or an unreasonable interference with an Owner, Tenant or Occupant's use and enjoyment of the Premises, or if a pet is kept in contravention of this Bylaw 8.1, the Strata Council may give to an Owner written notice that such pet be removed from the Premises;
- (k) An Owner shall, within 30 days of receipt of the notice referred to in Bylaw 8.1(j), cause the pet to be permanently removed from the Premises.

## 9.0 **FLOORING**

9.1 No Owner shall install Hard Flooring in a Strata Lot except with written consent from the Strata Corporation.

9.2 An Owner who proposes to install Hard Flooring in a Strata Lot shall make a written application to the Strata Corporation, and shall provide the following information to the Strata Corporation:

- (a) A detailed description of:
  - (i) the proposed method of installation;
  - (ii) the type of Hard Flooring to be used; and
  - (iii) the type of underlay to be used;including the Sound Transmission Class and the Impact Insulation Class ratings.
- (b) Any other information required by the Strata Corporation.

9.3 The Strata Council shall not grant consent pursuant to Bylaw 9.1, unless the Strata Council is satisfied that the proposed method of installation and materials to be used are of a nature and quality that would ensure that the Hard Flooring would not create unreasonable noise or constitute a nuisance to any other Owner, Occupant, or Tenant.

9.4 An Owner who installs Hard Flooring shall:

- (a) Cause the Hard Flooring to be installed in the manner set out pursuant to Bylaw 9.2(a), and in strict accordance with the manufacturer's recommendations or specifications; and
- (b) comply with the provisions of Bylaw 13.0.

9.5 An Owner, Tenant, or Occupant shall do all things as are required to limit the transmission of noise in a Strata Lot in which Hard Flooring has been installed, including without limiting the generality of the foregoing:

- (a) not wearing shoes in a Strata Lot; and
- (b) causing no less than 60% of the Hard Flooring which is located anywhere other than in a kitchen, bathroom, or entryway to be covered by area rugs at all times.

## 10.0 **MAINTENANCE AND REPAIR**

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

10.2 An Owner shall promptly carry out all work that is ordered by a competent or public or local authority in respect of his, her or its Strata Lot and shall be responsible for all costs associated therewith.

10.3 An Owner who has the use of Limited Common Property shall repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under Bylaw 10.4(c).

10.4 The Strata Corporation shall repair and maintain 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 or structural components of the building;
    - (B) the exterior of the building;
    - (C) chimneys, stairs, balconies, and other things attached to the exterior of the building;
    - (D) doors, windows and skylights on the exterior of the building or that front on the Common Property; and
    - (E) fences, railings and similar structures that enclose patios, balconies and yards.
- (d) a Strata Lot, but the duty to repair and maintain it is restricted to:
  - (i) the structure or structural components of a building,
  - (ii) the exterior of a building;
  - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
  - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
  - (v) fences, railings and similar structures that enclose patios, balconies and yards.

## 11.0 **FEES AND ASSESSMENTS**

11.1 An Owner shall:

- (a) pay strata fees on or before the 1<sup>st</sup> day of the month to which the strata fees relate; and
- (b) pay all Special Levies in accordance with the resolution approving such Special Levy in accordance with the Act;

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

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

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

- (a) payment shall be made in 12 equal consecutive instalments, in advance, to be paid on the 1<sup>st</sup> day of each and every month;
- (b) where the Strata Corporation has retained the services of a property manager or property management company, the Strata Corporation may forward payments of strata fees to such management company;
- (c) where the Strata Corporation has retained the services of a property manager or property management company, and an option for direct debit to an Owner's bank account is available for payment of strata fees, the Strata Council shall authorise the property management company to make this alternative available to the Owners.

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

11.5 Overdue strata fees and Special Levies shall bear interest at a rate of 10% per annum, compounded annually, not in advance, from the date when due until the date when paid.

11.6 Without limiting any other right or remedy of the Strata Corporation, the Strata Corporation may charge a fine of \$50.00 each time an Owner fails to pay strata fees in accordance with Bylaw 11.1(a).

## 12.0 **RENTALS**

12.1 No Owner shall enter into a tenancy agreement, or rent, lease, or grant to any Person a license or right to occupy all or any part of a Strata Lot unless such Owner has received the Rental Consent, and except in accordance with this Bylaw 12.0, including without limiting the generality of the foregoing, permitting any Person other than an Owner or Family Member to reside in, possess, occupy, or use a Strata Lot or the Common Property whether pursuant to a house swap, or whether such Person is a roommate, house-sitter, or otherwise and whether or not such Person pays rent or other consideration to the Owner.

12.2 No more than 1 Strata Lot may be Rented at any one time.

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

- (a) if the number of Strata Lots Rented is at the limit stated in Bylaw 12.2, excluding exempt Strata Lots pursuant to sections 142, 143 and 144 of the Act, the Strata Corporation shall:
  - (i) establish a Rental Waiting List;
  - (ii) refuse to provide the Rental Consent, and notify the Owner in writing of the reason for such refusal; and
  - (iii) place the Owner on the bottom of the Rental Waiting List; or
- (b) if:
  - (i) the number of Strata Lots Rented is less than the limit referred to in Bylaw 12.2 excluding exempt Strata Lots pursuant to sections 142, 143 and 144 of the Act;
  - (ii) the proposed tenancy is for a duration of no less than 6 months; and
  - (iii) there are no Owners on the Rental Waiting List;

the Strata Corporation shall grant the Rental Consent.

12.4 If no Tenant has occupied the Strata Lot within 2 calendar months of the date that an Owner received the Rental Consent, the Rental Consent shall be deemed revoked, and the Owner shall have no further right to do any of the things referred to in Bylaw 12.1. During the 2 calendar months immediately following the date that an Owner received the Rental Consent, the Strata Lot shall be deemed rented for the purposes of the limit stated in Bylaw 12.2.

12.5 At the time that an Owner conveys or transfers a Strata Lot in whole or part or ceases to rent a Strata Lot for any reason:

- (a) the Rental Consent shall be automatically revoked, and the Owner of the Strata Lot (the "Former Renting Owner") shall no longer have the right to do any of the things referred to in Bylaw 12.1; and
- (b) the Strata Corporation shall grant the Rental Consent to the Owner at the top of the Rental Waiting List.

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

12.7 Within two weeks of renting a Strata Lot to a Family Member pursuant to Section 142 of the Act, an Owner will provide to the Strata Corporation a Statutory Declaration duly executed in the presence of a notary public or lawyer licensed in British Columbia, swearing that the Tenant is either a Spouse of the Owner, a parent of the Owner, or a parent or child of the Owner.

12.8 Within two weeks of renting a Strata Lot, an Owner must give the Strata Corporation:

- (a) a copy of the Notice of Tenant's Responsibilities duly signed by the Tenant; and
- (b) the Tenant's phone number.

12.9 No Owner shall permit a Tenant to sub-lease a Strata Lot.

12.10 Where an Owner rents a Strata Lot in contravention of this Bylaw 12.0, the Owner shall be subject to a fine of \$500.00 every 7 days for which the contravention continues and the Strata Corporation may take all necessary steps to terminate the Owner's agreement with the Tenant, including, but not limited to, seeking a declaration or Court injunction to enforce this Bylaw 12.0. Any legal costs incurred by the Strata Corporation in enforcing this Bylaw 12.0 shall be the responsibility of the contravening Owner and shall be recoverable from the Owner on a solicitor and own client basis by the Strata Corporation.

### 13.0 **DECORATION AND IMPROVEMENT**

13.1 No Owner, Tenant, or Occupant shall, without the written consent of the Strata Corporation, install shades, awnings, window or balcony guards, screens, ventilators, heating or cooling units, in or about the Premises.

13.2 Except in connection with a common television antenna or cable system, no Owner, Tenant, or Occupant shall, without the written consent of the Strata Corporation, erect or fasten a television antenna, satellite dish, or similar structure or appurtenance to any part of the Premises.

13.3 No Owner, Tenant or Occupant shall, without the written consent of the Strata

Corporation install, repair or alter a gas fireplace in a Strata Lot. If an Owner, Tenant, or Occupant installs a gas fireplace in accordance with this Bylaw 13.3, the Strata Lot will be added to the list of Gas Fireplace Strata Lots as set out in Bylaw 1.13.

13.4 An Owner shall obtain the written approval of the Strata Corporation before making any alteration or addition or doing a renovation or other work on or to the Premises (the "Work"). Without limiting the generality of the foregoing, an Owner shall obtain the written approval of the Strata Corporation for the following improvements:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) chimneys, stairs, balconies, or things attached to the exterior of the building;
- (d) doors, windows or skylights on the exterior of the building, or that front on the Common Property;
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) Common Property located within the boundaries of a Strata Lot;
- (g) those parts of a Strata Lot which the Strata Corporation is required to insure;
- (h) Common Property, Common Assets or Limited Common Property; and
- (i) any other improvement or renovation to a Strata Lot.

13.5 Any Owner making application to the Strata Council pursuant to Bylaw 13.4 shall provide to the Strata Council:

- (a) detailed plans and a written description of the Work
- (b) an estimation of the date of commencement and completion of the Work; and
- (c) any other materials or information reasonably requested by the Strata Council.

13.6 The Strata Corporation must not unreasonably withhold its approval under Bylaw 13.4 but may require, as a condition of such approval that the Owner agree, in writing, to certain terms and conditions, including but not limited to the obligation of the Owner to do the following:

- (a) Meet with a representative of the Strata Council prior to commencement of the Work for the purpose of understanding and ensuring compliance with this Bylaw 13.0;
- (b) obtain all permits and approvals required in connection with the Work;

- (c) provide to the Strata Council copies of all permits, proofs, designs, plans, documents, materials or other information related to or in connection with the Work (the “Designs and Plans”);
- (d) do or cause the Work to be done only in strict accordance with the Designs and Plans approved by the Strata Council (the “Approved Designs and Plans”);
- (e) where required by the Strata Corporation, at the sole cost of the Owner, obtain and provide to the Strata Corporation a written report from a Professional Engineer confirming that the Work has been completed in accordance with the Approved Designs and Plans;
- (f) pay for all costs and expenses directly or indirectly relating to the Work, including but not limited to the cost of all labour, work and materials;
- (g) pay for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the Strata Corporation as a direct or indirect result of the Work, whether or not such maintenance, repairs, or replacement are connected to or resulting from repairs for which the Strata Corporation is responsible;
- (h) obtain and maintain third party liability insurance with coverage in such amount as is reasonable in the circumstances and as may be specified by the Strata Corporation in writing from time to time;
- (i) ensure that contractors and subcontractors hired in connection with the Work obtain and maintain coverage with Worksafe BC and comply with the provisions of the *Workers Compensation Act* and are licensed;
- (j) provide to the Strata Council proof of the coverage referred to in 13.6(h) and 13.6(i) immediately upon request, and in any event prior to commencing the Work;
- (k) not permit, do or cause anything to be done that may cause a lien, certificate of pending litigation, judgment, or other charge in respect of the Work (the “Charge”) to be registered against the Strata Lot;
- (l) without limiting the generality of section 13.6(k), if a Charge should for any reason be filed in respect of the Work, take all necessary steps to have the Charge cancelled and discharged within 15 days of the date the Owner or the Owner’s Tenant has knowledge of such filing;
- (m) observe and comply with all laws, ordinances, regulations, or requirements of any federal, provincial, municipal, or other authority related to the Work;
- (n) upon selling or transferring the Strata Lot, ensure that the transferee executes an agreement with the Strata Corporation respecting the Work, in the same form as this Agreement;



- (o) at all times comply with the *Strata Property Act* and its Regulations;
- (p) at all times comply with the Bylaws of the Strata Corporation.
- (q) indemnify and save harmless the Strata Corporation for any action, damages, costs, loss or expense of whatever kind which the Strata Corporation may sustain in connection with the Work; and
- (r) any other terms that the Strata Corporation may reasonably require.

13.7 In performing alterations or renovations, an Owner shall:

- (a) ensure that contractors hired by him or her comply with and do all such things as are required to comply with workers' compensation legislation;
- (b) carry third party liability insurance with coverage in such amount as may be specified by the Strata Corporation in writing;
- (c) comply with all applicable laws
- (d) obtain all required permits;
- (e) comply with the Bylaws, including without limiting the generality of the forgoing, Bylaw 14.2; and
- (f) comply with all of the obligations set out in Bylaw 13.6.

13.8 An Owner shall, at the end of each day while alterations or renovations are being performed:

- (a) clear any debris from and clean any Common Property or land that is a Common Asset affected by the Work; and
- (b) fix any damage to Common Property or land that is a Common Asset resulting from the Work;

13.9 No Owner shall permit alterations to be performed on the Premises at any time other than:

- (a) 8:00 a.m. to 5:00 p.m. Monday through Friday;
- (b) 9:00 a.m. to 5:00 p.m. Saturday.

13.10 Without limiting the generality of Bylaw 13.9, no Owner shall permit renovations to be performed on a Sunday or on a statutory holiday in British Columbia.

13.11 Where an Owner does not comply with Bylaw 13.8, the Strata Corporation may do all such things as are required to remedy the breach, and the Owner shall immediately upon notice from the Strata Corporation pay to the Strata Corporation all of its costs to do so.

13.12 Where an Owner makes any alteration or addition to the Premises or performs the Work in contravention of this Bylaw 13.0, the Strata Corporation shall be entitled to do all things as are necessary to restore the Premises to its original condition, and the Owner shall immediately upon receipt of notice from the Strata Corporation reimburse the Strata Corporation for such costs.

13.13 An Owner shall:

- (a) Cause wall and floor pads to be properly and secured installed in an elevator; and
- (b) Place drop cloths on Common Property;

at all times while transporting supplies or materials for the purpose of an alteration or renovation.

#### 14.0 **DAMAGE TO PROPERTY**

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

14.2 An Owner shall indemnify and save harmless the Strata Corporation from and against any and all manner of actions, causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation legal fees on a solicitor and client basis) which the Strata Corporation may sustain, incur, or be put to by reason of or arising out of:

- (a) damage for which an Owner or his, her, or its Guests are responsible;
- (b) without limiting the generality of Bylaw 14.2(a), any act or omission of the Owner or his, her or its Guests; or
- (c) the non-observance or violation by the Owner or his, her or its Guests, of the Act, Regulations, Bylaws, or Rules.

#### 15.0 **BICYCLES**

15.1 No Owner, Tenant, or Occupant shall:

- (a) keep or use a bicycle in any part of the Premises other than in a storage locker designated for the use of the Owner, Tenant or Occupant, or such other part of the Common Property which has been designated by the Strata Council for use as bicycle storage; or
- (b) transport a bicycle on any part of the Premises other than through the vehicle entry to the parking garage except common roadways for the purpose of entering or exiting the Premises.

15.2 Without limiting the generality of Bylaw 15.1(a), no Owner, Tenant, or Occupant shall keep a bicycle in a Strata Lot or on a balcony, patio, or deck.

15.3 Without limiting the generality of Bylaw 15.1(b), no Owner, Tenant, Occupant or Invitee

shall at any time transport a bicycle in the lobby, elevators, or hallways.

15.4 No Owner, Tenant, or Occupant shall ride a bicycle on any part of the Premises, except on a Common Property roadway for the purpose of entering or exiting the Premises.

## 16.0 **INSURANCE**

16.1 The Strata Corporation shall obtain and maintain property insurance in accordance with the provisions of Section 149 of the Act.

16.2 No Owner shall do or permit to be done anything that increases the Insurance Costs or whereby the Insurance Coverage may be invalidated.

16.3 Where an Owner or his, her or its Guests are responsible for an increase in the Insurance Costs, the Owner shall pay to the Strata Corporation, in addition to any fine otherwise levied or payable pursuant to the Bylaws the amount of the increase in the Insurance Costs.

16.4 Where an Owner (the "Responsible Owner") or an Owner's Guests are responsible for loss or damage to Insured Property (the "Damage") the Strata Corporation may:

- (a) make a claim with its insurer for the cost to repair the Damage (the "Repair Costs");
- (b) repair the Damage; and
- (c) deliver written notice to the Responsible Owner of the amount of the Repair Costs.

16.5 Within 30 days of receipt of the notice referred to in Bylaw 16.4(c), the Responsible Owner shall pay to the Strata Corporation the lesser of:

- (a) the Deductible; and
- (b) the Repair Costs.

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

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

## 17.0 **ANNUAL AND SPECIAL GENERAL MEETINGS**

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

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

17.3 At an annual or special general meeting:

- (a) except on matters requiring a unanimous vote, the vote for a Strata Lot may not be exercised if the Strata Corporation is entitled to register a lien against the Strata Lot under s.116(1) of the Act;
- (b) Persons who are not eligible to vote may only participate in discussions if permitted to do so by the Chair, and shall leave the meeting if a resolution passed by majority vote is passed requesting them to do so;
- (c) Persons who are not eligible to vote, including Tenants and Occupants:
  - (i) may attend;
  - (ii) may participate in the discussion at such meeting, but only if permitted to do so by the Chair of the meeting; and
  - (iii) shall leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.
- (d) voting cards shall be issued to eligible voters;
- (e) a vote is decided on a show of voting cards, unless an eligible voter requests a precise count;
- (f) if a precise count is requested by an eligible voter, the Chair of the meeting shall decide whether it will be by show of voting cards or by roll call, secret ballot or some other method;
- (g) Notwithstanding the generality of Bylaw 17.3(f) if a secret ballot is requested by an eligible voter, a vote shall be held by secret ballot. The outcome of each vote shall be announced by the Chair of the meeting and recorded in the minutes of the meeting. The precise number of votes for and against a resolution shall be announced where a precise count was requested by an eligible voter under Bylaw 17.3(f); and
- (h) if there is a tie vote, the President of the Strata Council, or if the President is absent or unable or unwilling to vote, the Vice President of the Strata Council may break the tie by casting a second, deciding vote.

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

17.5 Except for a meeting called pursuant to Section 43 of the Act, if a quorum is not present

within a half hour from the time appointed for an annual or special general meeting, the meeting shall stand adjourned for ½ hour and if a quorum is still not present within ½ hour from the time that the meeting was adjourned, the persons present and entitled to vote shall constitute a quorum.

17.6 The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a Person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of Strata Council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a Strata Council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

## 18.0 **STRATA COUNCIL**

18.1 The Strata Council shall be comprised of 7 members.

18.2 The Strata Council shall be elected as follows:

- (a) Those persons who are eligible to vote at a general meeting of the Strata Corporation shall elect a Strata Council member to serve as President from amongst the Eligible Council Members in either Building A or Building B;

- (b) Those persons who are eligible to vote at a general meeting of the Strata Corporation shall elect 3 Strata Council members from those Eligible Council Members in Building A;
- (c) Those persons who are eligible to vote at a general meeting of the Strata Corporation shall elect 3 Strata Council members from those Eligible Council Members in Building B.

18.3 Notwithstanding Bylaw 18.2 if:

- (a) less than 3 Eligible Strata Council Members from Building A are willing to be nominated for Strata Council, the remainder of the positions on the Strata Council as set out in Bylaw 18.1 may be filled by Eligible Strata Council Members in Building B; or
- (b) less than 3 Eligible Strata Council Members from Building B are willing to be nominated for Strata Council, the remainder of the positions on the Strata Council as set out in Bylaw 18.1 may be filled by Eligible Strata Council Members in Building A.

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

18.5 Any Owner against whom the Strata Corporation is entitled to register a lien, shall not be eligible to sit on Strata Council.

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

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

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

#### 19.0 **REMOVING AND REPLACING STRATA COUNCIL MEMBERS**

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

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

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

Council member for the remainder of the term.

19.4 A replacement Strata Council member may be any Person eligible to sit on the Strata Council.

19.5 The Strata Council may appoint a Strata Council member under Bylaw 19.3 even if the absence of the Strata Council member being replaced leaves the Strata Council without a quorum.

19.6 If all the members of the Strata Council resign or are unwilling or unable to act for a period of 2 or more months, Persons holding at least 20% of the Strata Corporation's votes may hold a special general meeting to elect a new Strata Council by complying with the provisions of the Act, the Regulations and the Bylaws respecting the calling and holding of meetings.

## 20.0 **OFFICERS OF THE STRATA COUNCIL**

20.1 At the first meeting of the Strata Council held after each annual general meeting of the Strata Corporation, the Strata Council shall elect, from among its members, a Vice President, a Secretary and a Treasurer.

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

20.3 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.

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

## 21.0 **MEETINGS OF STRATA COUNCIL**

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

21.2 The notice in Bylaw 21.1 does not have to be in writing.

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

- (a) all Strata Council members consent in advance of the meeting; or,
- (b) the meeting is required to deal with an emergency situation, and all Strata Council members either:
  - (i) consent in advance of the meeting; or,

- (ii) are unavailable to provide consent after reasonable attempts to contact them.

21.4 The Strata Council shall, within 2 weeks of a meeting of the members of the Strata Council, provide to the Owners the minutes of such meeting.

## 22.0 **REQUISITION OF A COUNCIL HEARING**

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

22.2 If a hearing is requested under Bylaw 22.1, the Strata Council shall hold a meeting to hear the applicant Owner within 1 month of receipt of the request.

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

## 23.0 **QUORUM AND VOTING AT STRATA COUNCIL MEETINGS**

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

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

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

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

23.5 Owners may attend Strata Council meetings as observers.

23.6 Despite Bylaw 23.5, no Owner may attend that portion of a Strata Council meeting that deals with any of the following:

- (a) Bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction Bylaw exemption hearings under section 144 of the Act; or,
- (c) any other matters if the presence of observers would, in the Strata Council's opinion, unreasonably interfere with an individual's privacy.

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

23.8 If there is a tie vote at a Strata Council meeting, the President of the Strata Council may



break the tie by casting a second, deciding vote.

23.9 The results of all votes at a Strata Council meeting shall be recorded in the Strata Council meeting minutes, and any dissenting or abstaining Strata Council member may have his or her name recorded at his or her request.

#### 24.0 **DELEGATION OF STRATA COUNCIL'S POWERS AND DUTIES**

24.1 Subject to Bylaws 24.2 and 24.3, the Strata Council may delegate some or all of its powers and duties to one or more Strata Council members or Persons who are not members of the Strata Council, and may revoke the delegation.

24.2 The Strata Council may delegate its spending powers or duties, but only by a resolution that:

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or,
- (b) delegates the general authority to make expenditures in accordance with Bylaw 24.3.

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

- (a) set a maximum amount that may be spent; and,
- (b) indicate the purposes for which, or the conditions under which, the money may be spent.

24.4 The Strata Council may not delegate its powers to determine, based on the facts of a particular case,

- (a) whether a Person has contravened a Bylaw or rule;
- (b) whether a Person should be fined, and the amount of the fine; or,
- (c) whether a Person should be denied access to any part of the Premises.

#### 25.0 **SPENDING**

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

25.2 Notwithstanding Bylaw 25.1, where there are reasonable grounds to believe that an immediate expenditure is necessary, the Strata Council may make such expenditure without approval at an annual or special general meeting provided that the expenditure is necessary to ensure safety and prevent significant loss or damage, whether physical or otherwise. The expenditure must not exceed the minimum amount needed to ensure safety or prevent significant loss or damage.

25.3 Notwithstanding Bylaw 25.1, 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, if such expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this Bylaw 25.3 is less than \$5,000.00.

25.4 When the Strata Council proposes to enter into a new written contract with a service provider (the "New Service Provider") with respect to an expense of the Strata Corporation, the Strata Council will take reasonable steps to confirm that the New Service Provider is experienced, dependable, capable of performing the services, and is charging a fair and reasonable price. Without limiting the generality of the foregoing, with respect to any expense which is greater than \$5,000 per year, the Strata Council will contact and will obtain written quotes from no less than 2 service providers.

#### **26.0 LIMITATION OF LIABILITY OF COUNCIL MEMBERS**

26.1 A Strata Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Strata Council.

26.2 Bylaw 26.1 does not affect a Strata Council member's liability, as an Owner, for a judgment against the Strata Corporation.

26.3 Bylaw 26.1 shall not apply notwithstanding the fact that it may be discovered that there was a defect in the manner of appointment of the Strata Council member.

#### **27.0 ENFORCEMENT OF BYLAWS AND RULES**

27.1 If after all reasonable efforts, the Strata Corporation deems a fine to be the most appropriate penalty for an infraction by the Owner or the Owner's Tenant or Occupant of the Bylaws or Rules, the Strata Corporation may fine an Owner as follows:

- (a) for the contravention of a Bylaw, a fine not to exceed \$200.00 for each contravention;
- (b) for the contravention of a Rule, a fine not to exceed \$50.00 for each contravention; and
- (c) notwithstanding Bylaw 27.1(a), for the contravention of Bylaw 12.0 respecting rentals, a fine in accordance with Bylaw 12.10.

27.2 The fines referred to in Bylaw 27.1 may be levied for every 7 days in which the contravention continues.

#### **28.0 MOVING**

28.1 The Strata Corporation may regulate the times and manner in which an Owner, Tenant, or Occupant moves into or out of a Strata Lot.

28.2 An Owner shall give notice to and coordinate a move with those persons designated by the Strata Council as “Move Liaisons” at least 7 days in advance of moving into or out of a Strata Lot, or such lesser period as the Move Liaison may, in his or her sole discretion, permit. An Owner, Occupant, or Tenant who carries out any move into or out of a Strata Lot otherwise than in accordance with such prior arrangements made with the Move Liaison, will be subject to a fine in accordance with Bylaw 27.1.

28.3 The Strata Council may designate the following persons as Move Liaisons:

- (a) Owners;
- (b) Occupants;
- (c) Members of the Strata Council; and
- (d) Such other persons as may be designated by the Strata Council in its discretion.

28.4 At all times while an Owner, Tenant, or Occupant is moving into or out of a Strata Lot, the Owner, Tenant, or Occupant shall ensure that the entrance/exit doors to the Common Property are monitored by a Move Liaison.

28.5 The Strata Corporation may pay a reasonable sum to those Move Liaisons who perform services pursuant to Bylaws 28.2 and 28.4, such sum to be determined by the Strata Council from time to time. The Strata Corporation will use the fees pursuant to Bylaws 28.9 and 28.10 to pay the Move Liaisons.

28.6 No Owner, Tenant, or Occupant shall move at any time other than between 7:00 a.m. and 9:00 p.m.

28.7 No Owner, Tenant, or Occupant shall use more than one elevator for the purpose of moving.

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

28.9 Each time that an Owner, Tenant, or Occupant moves substantially the whole of his, her or its household furnishings and personal possessions in or out of a Strata Lot, the Owner of the Strata Lot will pay to the Strata Corporation a fee of \$100 by certified cheque or One Time Pre-Authorized Debit. **(AGM - May 23, 2017 – Registered – CA6034249)**

28.10 If an Owner, Tenant, or Occupant takes more than 5 hours to move, the Strata Corporation shall be entitled to charge to the Owner of the Strata Lot a fee in addition to the fee set out in Bylaw 28.9 (the “Additional Fee”). The Additional Fee will be calculated as \$25.00 for each hour or part thereof for which the moving time exceeds 5 hours.

28.11 Each time that an Owner, Tenant, or Occupant moves substantially the whole of his, her or its household furnishings and personal possessions in or out of a Strata Lot, the Owner of the Strata Lot will pay to the Strata Corporation an overtime deposit of \$100. The overtime deposit

will be applied to the Additional Fee in accordance with Bylaw 28.10.

#### 29.0 **SALE OF STRATA LOTS & MOVING**

29.1 An Owner shall notify the Property Management Company in writing upon listing his, her or its Strata Lot for sale, and shall notify the Property Management Company immediately upon any change in ownership of that Strata Lot.

29.2 No Owner, Occupant, or agent shall leave open or unlocked any building entrance doors for the purpose of "Open House" selling. The agent must greet prospective purchasers at the entrance door. Prospective purchasers are to be conducted around the Common Property only under supervision of the Owner, Occupant, or agent.

29.3 Without limiting the generality of Bylaw 3.13, no Owner shall or shall permit a realtor to display more than one real estate sign at each building on the Premises.

29.4 Without limiting the generality of Bylaw 29.3, no Owner shall or shall permit an open house sign to be affixed to any part of Building A or Building B.

29.5 No Owner shall or shall permit an open house to be held at any time other than between noon and 5 p.m.

#### 30.0 **DISPUTES**

30.1 The Strata Council is not required to obtain prior approval or authorization to commence an action under the *Small Claims Act* against an Owner or other Person to collect money owing to the Strata Corporation, including money owing as a fine.

#### 31.0 **NOTICE AND CONSENT**

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

#### 32.0 **VOLUNTARY DISPUTE RESOLUTION**

32.1 A dispute among Owners, Tenants, Occupants or the Strata Corporation or any combination of them may by notice in writing to the Strata Corporation from any of the disputing parties be referred to the Dispute Resolution Committee provided that:

- (a) all of the parties involved in a dispute consent; and
- (b) the dispute involves the Act, the Regulations, the Bylaws, or the Rules.

32.2 Disputing parties must make every effort to resolve a dispute before requesting that a dispute be referred to a Dispute Resolution Committee.

32.3 The Dispute Resolution Committee shall attempt to help the parties involved in the dispute to voluntarily end the dispute.

33.0 **TYPES OF STRATA LOTS**

33.1 For the purpose of the Act, the Regulations, and these Bylaws, the Gas Fireplace Strata Lots and the No Gas Fireplace Strata Lots are each identified as types of strata lots.

33.2 The Gas Fireplace Expense will be shared as follows:

$$\frac{\text{Unit entitlement of the Gas Fireplace Strata Lot}}{\text{Total unit entitlement of all Gas Fireplace Strata Lots}} \times \text{Gas Fireplace Expense}$$

34.0 **INTERPRETATION**

34.1 The invalidity of any particular Bylaw will not affect the validity of any other Bylaw and, in such event, such invalid Bylaw will be severable from these Bylaws and the remainder of the Bylaws will be construed as if such invalid Bylaw was omitted.