



1. Contact

BAYSIDE PROPERTY SERVICES LTD.
100 - 6400 Roberts Street
Burnaby BC V5G 4C9
604-432-7774

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

LMS1424

THE OWNERS, STRATA PLAN LMS1424

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Marnie Gunther
IWXEF7

Digitally signed by
Marnie Gunther IWXEF7
Date: 2021-09-23
10:23:40 -07:00

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

The Owners, **Strata Plan LMS 1424**, 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 August 26th, 2021.

BE IT RESOLVED THAT The Owners, Strata Plan LMS 1424, hereby approve amending registered Bylaw 4.4 (a), which currently reads as follows:

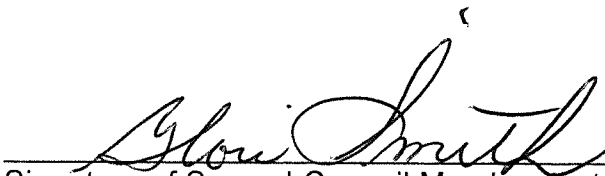
- 4.4 Subject to Bylaw 11.2, and provided that an Owner:
- a) has provided to the Strata Corporation the Recreational non-refundable Facility Booking fee; and

Amended to Read:

- 4.5 Subject to Bylaw 11.2, and provided that an Owner:
- a) has provided to the Strata Corporation the \$100.00 Recreational non-refundable Facility Booking fee; and



Signature of Council Member



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

Aug-29-2019 15:35:22.001

CA7719427

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 2 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Howard Engman LUAF67	Digitally signed by Howard Engman LUAF67 Date: 2019.08.29 14:33:06 -07'00'
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1. CONTACT: (Name, address, phone number)

BAYSIDE PROPERTY SERVICES LTD.

100 - 6400 Roberts Street

Burnaby

BC V5G 4C9

Telephone: 604-432-7774

mr

Document Fees: \$29.66

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS, STRATA PLAN LMS1424Related Plan Number: **LMS1424**

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

The Owners, Strata Plan LMS 1424, 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 July 31st, 2019.

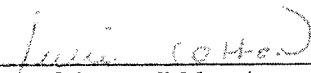
BE IT RESOLVED THAT The Owners, Strata Plan LMS 1424 hereby approve amending registered Bylaw 4.4 (b) and (c) which currently reads as follows;

- 4.4 Subject to Bylaw 11.2, and provided that an Owner:
- a) has provided to the Strata Corporation the Recreational Facility Booking Fee (\$50.00 non-refundable); and
 - b) has provided to the Strata Corporation the Recreational Facility Damage Deposit (\$100.00);

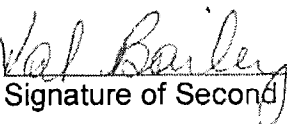
AMENDED TO READ:

- 4.4 Subject to Bylaw 11.2, and provided that an Owner:
- a) has provided to the Strata Corporation the Recreational non-refundable Facility Booking fee; and
 - b) has provided to the Strata Corporation the Recreational Facility Damage Deposit;

Note: An Owner may make use of the Recreational Facility on the date and for the duration specified in the Recreational Facility Contract. The Strata Council may, from time to time and acting reasonably, reassess the amounts charged for the non-refundable Facility Booking Fee and/or the Recreational Facility Damage Deposit. Changes to the Recreational Facility Booking Fee and/or the Recreational Facility Damage Deposit will be communicated to Owners in the Council Minutes.



Signature of Council Member



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

Sep-01-2017 16:47:51.001

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIACA6274468
PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
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 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,
 and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
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 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Alan Ives
Chim RKXS11c=CA, cn=Alan Ives Chim
RKXS11, o=Lawyer,
ou=Verify ID at
www.juricert.com/
LKUP.cfm?id=RKXS11

1. CONTACT: (Name, address, phone number)

BAYSIDE PROPERTY SERVICES LTD.

Telephone: 604-432-7774

100 - 6400 Roberts Street

Burnaby

BC V5G 4C9

Document Fees: \$28.63

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS, STRATA PLAN LMS1424Related Plan Number: **LMS1424**

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

The Owners, Strata Plan LMS 1424 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 July 31st, 2017.

BE IT RESOLVED THAT the Owners, Strata Plan LMS 1424 hereby approve to amend registered Bylaw 3.4(d)(iii) which currently reads as follows:

(d) only pets of the following nature may be kept on the Premises:

(iii) no more than one cat or one dog;

And will be amended to read:

(d) only pets of the following nature may be kept on the Premises:

(iii) no more than two cats or two dogs, or one cat and one dog, in compliance with the bylaw 3.4(e);

BE IT RESOLVED THAT the Owners, Strata Plan LMS 1424, hereby approve to amend registered bylaw 3.4(e); which currently reads as follows:

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

(e) notwithstanding Bylaw 3.4(d)(iii):

(i) no Owner, Tenant, or Occupant shall keep a dog which is greater than 21 inches in height, measured from the floor to the shoulder.

And will be amended to read:

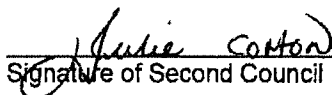
3.4 ***No Owner, Tenant or Occupant shall keep pets in a Strata Lot except in accordance with the following:***

(e) notwithstanding Bylaw 3.4(d)(iii):

- (i) **For owners with two dogs the weight of each dog must not exceed 10 kilograms (22 lbs) when the dog is fully grown; and each dog must not be larger in size than fourteen inches (14") at the shoulder when the dog is fully grown.**
- (ii) **For owners with one dog the weight of the dog must not exceed 20 kilograms (44lbs) when the dog is fully grown; and the dog must not be larger in size than twenty-one inches (21") when the dog is fully grown.**
- (iii) **No vicious dogs are permitted in any strata lot or on any portion of the common property. For the purposes of this bylaw, a "vicious dog" means the following;**
- (A) Any dog that has killed or injured any person or other animal**
- (B) any dog that aggressively harasses or pursues another person or animal**
- (C) any dog primarily owned or in part for dog fighting or is trained for dog fighting; or**
- (D) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any dog of mixed breeding which includes any of these breeds, or any dog which has the appearance or physical characteristics predominately conforming to the standards for any of the above breeds, as established by the Canadian kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.**



Signature of Council Member



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

Jul-30-2012 15:20:30.001

CA2688475

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 36 PAGES

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 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
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 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Marnie Gunther
GH4FJEc=CA, cn=Marnie Gunther
GH4FJE, o=Notary,
ou=Verify ID at
www.juricert.com/
LKUP.cfm?id=GH4FJE

1. CONTACT: (Name, address, phone number)

BAYSIDE PROPERTY SERVICES LTD.

TELEPHONE: 604-432-2698

100 - 6400 ROBERTS STREET

BURNABY

BC V5G 4C9

Document Fees: \$23.90

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR COMMON PROPERTY, STRATA PLAN LMS1424Related Plan Number: **LMS1424**

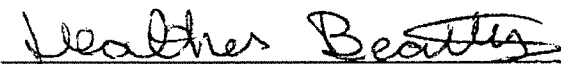
Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, **Strata Plan LMS 1424** 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 July 19, 2012.

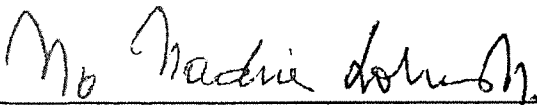
WHEREAS The Strata Corporation proposes to update its bylaws.

BE IT RESOLVED that:

1. The existing bylaws of the Strata Corporation be cancelled and replaced with the bylaws attached hereto as Schedule "A" (the "New Bylaws").
2. The Standard Bylaws pursuant to the Strata Property Act not apply to the Strata Corporation.
3. The Strata Council of the Strata Corporation (the "Strata Council") take all such further actions as are required to register the New Bylaws at the Land Title Office, including but not limited to filing a Form I, Amendment to Bylaws.
4. Any two members of the Strata Council execute such documents as are required to register the New Bylaws in the Land Title Office on behalf of the Strata Corporation.



Signature of Council Member



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

Schedule "A"

BYLAWS OF THE OWNERS, STRATA PLAN LMS1424

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BYLAWS OF THE OWNERS, STRATA PLAN LMS1424

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 **“Bylaws”** means these Bylaws of the Strata Corporation;
- 1.3 **“Business Days”** means every day except for Saturdays, Sundays and statutory holidays in British Columbia;
- 1.4 **“Common Asset”** has the meaning ascribed to it in the Act;
- 1.5 **“Common Property”** has the meaning ascribed to it in the Act;
- 1.6 **“Common Expenses”** has the meaning ascribed to it in the Act;
- 1.7 **“Condominium Building”** means Building 1 on the Strata Plan;
- 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 **“Entry Infraction”** includes the following circumstances:
- (a) where an Owner, or an Owner’s Tenant or Occupant denies, impedes, or interferes with access to a Strata Lot in contravention of Bylaw 6.1(a); or
 - (b) where an Owner, or an Owner’s Tenant or Occupant denies, impedes, or interferes with access to a Strata Lot in contravention of Bylaw 6.1(b), and such contravention continues for 7 days following notice of such contravention by the Strata Corporation to the Owner;
- 1.11 **“Family Member”** has the meaning ascribed to it in the Regulations;
- 1.12 **“Forcible Entry”** means any right or action of the Strata Corporation in accordance with Bylaw 6.4;
- 1.13 **“Forcible Entry Costs”** means all costs incurred by the Strata Corporation in exercising its rights pursuant to Bylaw 6.4, such costs to include but not be limited to:

- (a) all costs to retain trades people, including but not limited to bailiff and locksmith fees and charges;
 - (b) all costs to restore the Premises to the condition that existed prior to the Forcible Entry; and
 - (c) all legal fees and disbursements on a solicitor and own client basis incurred in connection with any court proceedings;
- 1.14 **“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;
- 1.15 **“Hobby and Workshop”** means the Common Property shown as Hobby and Workshop on the Strata Plan;
- 1.16 **“Hobby and Workshop Consent”** means written consent from the Strata Council permitting a specific Tenant to use the Hobby and Workshop;
- 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 **“Occupant”** means a Person, other than an Owner or Tenant, who occupies a Strata Lot;
- 1.24 **“Oversized Vehicle”** means a vehicle which:
- (a) has a registered gross vehicle weight of greater than 8,000 pounds; or
 - (b) is greater than 16 feet in length;
- 1.25 **“Oversized Vehicle Parking Stall”** means a parking stall designated by the Strata Council for parking an Oversized Vehicle;
- 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 **“Recreational Facility”** means the Common Property designated for use a recreational facility;
- 1.32 **“Recreational Facility Booking Fee”** means a non-refundable booking fee of \$25.00 payable by an Owner to the Strata Corporation for the use of the Recreational Facility;
- 1.33 **“Recreational Facility Consent”** mean written consent from the Strata Council specifying the date and duration for which the Recreational Facility may be used by a specific Owner;
- 1.34 **“Recreational Facility Damage Deposit”** means a deposit of \$100;
- 1.35 **“Rental Consent”** means written consent from the Strata Corporation to do any of the things referred to in Bylaw 9.1;
- 1.36 **“Rental Waiting List”** means a waiting list to be administered by the Strata Council in accordance with Bylaw 9.3;
- 1.37 **“Rented”** includes all of the things described in Bylaw 9.1;
- 1.38 **“Rules”** has the meaning ascribed to it in the Act;
- 1.39 **“Special Levy”** means a special levy approved in accordance with the Act;
- 1.40 **“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;
- 1.41 **“Strata Corporation”** means the strata corporation formed by deposit of the Strata Plan;

- 1.42 **“Strata Council”** means the duly elected Strata Council of the Strata Corporation;
- 1.43 **“Strata Lot”** means a lot shown on the Strata Plan;
- 1.44 **“Strata Plan”** means Strata Plan LMS1424;
- 1.45 **“Tenant”** has the meaning ascribed to it in the Act, and includes any Person occupying or using a Strata Lot as described in Bylaw 9.1;
- 1.46 **“Townhouse Buildings”** means buildings 2, 3, 4, and 5 on the Strata Plan;
- 1.47 **“Visitor Parking Stall”** shall mean those Common Property parking stalls designated by the Strata Council 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.

- 3.4 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) without limiting the generality of Bylaw 3.4(a), no Owner, Tenant, or Occupant shall at any time leave a pet unsupervised on Common Property or land that is Common Asset or on a balcony, deck, or patio;
 - (c) all pets shall be leashed or otherwise secured at all times when on the Common Property or land that is a Common Asset;
 - (d) only pets of the following nature may be kept on the Premises:
 - (i) a reasonable number of fish or other small aquarium animals;
 - (ii) no more than two caged birds;
 - (iii) no more than one cat or one dog;
 - (e) notwithstanding Bylaw 3.4(d)(iii):
 - (i) no Owner, Tenant, or Occupant shall keep a dog which is greater than 21 inches in height, measured from the floor to the shoulder.
 - (f) notwithstanding the generality of Bylaw 3.4(d), 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;
 - (g) no later than 30 days after bringing a pet onto the Premises, an Owner, Tenant, or Occupant shall give written notice to the Strata Council of the name, breed, colour and markings of a pet, and the name and telephone number of the Person responsible for the pet;
 - (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;
 - (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 3.4, 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 3.4(j), cause the pet to be permanently removed from the Premises; and
- (l) without limiting any other right or remedy of the Strata Corporation, if an Owner, Occupant, or Tenant is in breach of this Bylaw 3.4, the Strata Corporation may apply to a court of competent jurisdiction for any relief by way of restraining order, injunction, decree or otherwise that may be appropriate to ensure compliance with this Bylaw 3.4.

3.5 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.

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

- (a) place or store on his, her or its Strata Lot, including but not limited to a balcony, deck or patio any goods, chattels, laundry, flags, clothing, bedding, 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 a barbecue, patio furniture and planters on his her or its balcony, deck or patio; or
- (b) except in accordance with Bylaw 24.3, display signs or advertisements of any kind on the Premises, provided that an Owner, Tenant or Occupant may post a notice on the Strata Corporation's notice board, subject to removal by the Strata Council.

3.7 An Owner shall cause his, her or its Guests to comply with the Bylaws;

3.8 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) allow any Person entry onto the Premises unless such Person is known to the Owner, Tenant, or Occupant;
- (c) obstruct or use the entrances, passages, hallways, stairs, driveways, or walkways of the Premises for any purpose other than entering or exiting a Strata Lot;
- (d) use for storage any part of the Premises, except for their own Strata Lot and storage locker, if any;
- (e) store or permit to be stored on the Premises coal or any combustible, flammable or hazardous material;
- (f) shake or clean rugs, carpets, mops or dusters from a balcony, deck, patio, window, or stairway;
- (g) use aluminum foil to cover any windows or doors;
- (h) copy any key to Common Property;
- (i) leave open or unlocked any entrance to the Common Property unless such Owner, Tenant or Occupant is in direct supervision of the entrance;
- (j) loiter or permit any Person to loiter on Limited Common Property, Common Property, or Common Assets except for areas designated by the Strata Council; or
- (k) store a bicycle or tricycle on any part of the Common Property except in areas designated by the Strata Council.

3.9 No Owner, Tenant, Occupant, or Invitee shall use a barbecue anywhere on the Premises unless:

- (a) the barbecue is used and maintained in a safe manner and in accordance with the manufacturer's recommendations; and
- (b) the barbecue does not cause any damage to the Premises, and without limiting the generality of the foregoing, the barbecue shall not be less than 2 feet from any part of a building on the Premises.

3.10 An Owner, Tenant, Occupant or Invitee over the age of 15 years shall supervise a Person under 12 years of age at all times while such Person is on the Common Property or land that is a Common Asset.

3.11 An Owner shall notify the Strata Council immediately upon the loss by such Owner or his, her or its Occupant, Tenant or Invitee 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.

- 3.12 An Owner, Tenant or Occupant shall bag and tie ordinary household refuse and garbage, and deposit it in the Strata Corporation's garbage container, and without limiting the generality of the foregoing, no Owner, Tenant or Occupant shall permit the accumulation of garbage in a Strata Lot.
 - 3.13 An Owner, Tenant, or Occupant shall place all recyclable household materials in the bins provided by the Strata Corporation for such purpose.
 - 3.14 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.
 - 3.15 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.
 - 3.16 No Owner, Tenant, Occupant or Invitee shall ride or use a bicycle, tricycle, roller blades, inline skates, roller skates in a building on the Premises at any time.
 - 3.17 No Owner, Tenant or Occupant shall use an air conditioning unit on the Premises at anytime during October 1 through May 31.
 - 3.18 No Owner, Tenant or Occupant shall display or use exterior holiday lights at any time other than:
 - (a) from December 1 to January 15; and
 - (b) from 14 days before Diwali to 14 days after Diwali.
- Notwithstanding the generality of the foregoing, no Owner, Tenant, or Occupant shall hang or affix lights by nail, screw or glue onto any part of the Premises including any part of the exterior of the building.
- 3.19 A Person shall be deemed to be occupying a Strata Lot as a permanent residence where such person stays overnight in a Strata Lot for greater than 30 consecutive days or 30 days in any calendar year.
 - 3.20 No Owner, Occupant, Tenant, or Invitee shall use any part of the Common Property other than lawns or grassy areas for recreation or sports, including without limiting the generality of the foregoing, activities that involve balls, pucks, bats, hockey sticks, and water guns. Notwithstanding the foregoing, no Owner, Tenant, or Occupant shall do anything which may interfere with, damage, or obstruct access to any building or structure on the Premises.
 - 3.21 Without limiting the generality of Bylaw 3.20, no Owner, Tenant, or Occupant shall play on or use any garden areas on the Premises for any purpose.
 - 3.22 No Owner, Tenant, or Occupant shall at any time keep or prop open a Strata Lot/private

residence door which opens into the hallway of the building at 13680 84th Avenue, Surrey.

- 3.23 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 any colour other than white, off-white, cream, or beige.

4.0 **RECREATIONAL FACILITY**

- 4.1 An Owner who wishes to use the Recreational Facility shall request the Recreational Facility Consent from the member of the Strata Council who has been appointed to handle bookings for the Recreational Facility.

- 4.2 Without limiting any other rights of the Strata Corporation, the Strata Corporation may refuse to grant the Recreational Facility Consent to an Owner against whom the Strata Corporation is entitled to file a lien pursuant to Section 116(1) of the Act.

- 4.3 Without limiting any other provision of these Bylaws, no Person other than an Owner is entitled to apply for the Recreational Facility Consent.

- 4.4 Subject to Bylaw 11.2, and provided that an Owner:

- (a) has received the Recreational Facility Consent;
- (b) has provided to the Strata Corporation the Recreational Facility Booking Fee (\$50.00 non-refundable); and
- (c) has provided to the Strata Corporation the Recreational Facility Damage Deposit (\$100.00);

an Owner may make use of the Recreational Facility on the date and for the duration specified in the Recreational Facility Consent.

- 4.5 In addition to requiring an Owner to immediately deliver a replacement cheque, the Strata Corporation may charge a fine of \$125 to any Owner who delivers to the Strata Corporation a cheque for the Recreational Facility Booking Fee or the Recreational Facility Damage Deposit which is returned for non-sufficient funds.

- 4.6 An Owner who reserves the use of the Recreational Facility in accordance with Bylaw 4.1 shall be in attendance at the Recreational Facility at all times while it is being used.

- 4.7 An Owner who uses the Recreational Facility shall:

- (a) notwithstanding Bylaw 3.10, ensure that any Person under 18 years of age is supervised by a Person over 18 years of age at all times while using the Recreational Facility;
- (b) ensure that no more than 60 Persons use the Recreational Facility at any one time;

- (c) return the key to the Recreational Facility to the Strata Council no later than 12:00 p.m. on the day after the date on which the Owner used the Recreational Facility in accordance with the Recreational Facility Consent;
- (d) without limiting the generality of any other Bylaw, not permit any Person to do anything which may cause unreasonable noise or a nuisance to any other Owner, Tenant, or Occupant;
- (e) not permit any Person to use the Recreational Facility for a commercial purpose;
- (f) clean the Recreational Facility and return it to the same condition that it was in prior to such use;
- (g) without limiting the generality of Bylaw 28.0, not permit any Person to smoke cigarettes or other substances in the Recreational Facility; and
- (h) ensure that all Owners, Tenants, Occupants, and Invitees have vacated the Recreational Facility and that the doors are locked no later than:
 - (i) midnight on Friday and Saturday; or
 - (ii) 10:00 p.m. Sunday through Thursday.

4.8 The Strata Corporation shall apply the Recreational Facility Damage Deposit to any costs of the Strata Corporation resulting from a breach by an Owner of Bylaw 4.7(f).

4.9 The Strata Corporation shall within a reasonable period of time return to an Owner that portion of the Recreational Facility Damage Deposit that is not applied pursuant to Bylaw 4.8.

5.0 **HOBBY AND WORKSHOP**

5.1 No Owner shall permit any Person other than:

- (a) an Owner or Occupant; or
- (b) a Tenant who has received the Hobby and Workshop Consent;

to at any time use the Hobby and Workshop.

5.2 Without limiting the generality of Bylaw 11.2 and without limiting any other Bylaw, 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 the use of the Hobby and Workshop by the Owner or his or her Tenants or Guests.

5.3 An Owner, Occupant, or Tenant who has received the Hobby and Workshop Consent shall pay to the Strata Corporation a key deposit of \$50.00 upon receipt of a key to the

Hobby and Workshop, which deposit shall be returned when the key is returned to the Strata Corporation.

- 5.4 An Owner or Occupant who proposes to use the Hobby and Workshop, or a Tenant who uses the Hobby and Workshop shall:
- (a) After each and every use, return the Hobby and Workshop to a clean and tidy condition, and without limiting the generality of the foregoing sweep all floors;
 - (b) Label any materials or tools left in the Hobby and Workshop with:
 - (i) the name, Strata Lot number, and telephone number of the Owner, Occupant, or Tenant responsible for the project; and
 - (ii) the estimated date of completion of the project.
 - (c) Not permit any liquids to be spilled on the floor, and without limiting the generality of the foregoing, shall cover all floors with tarps or other reasonable coverings designed for such purpose.
- 5.5 The Strata Corporation shall be entitled to charge to an Owner a user fee determined by the Strata Council where an Owner or an Owner's Occupant or Tenant uses electricity in the Hobby and Workshop for a period of time which in the opinion of the Strata Council is in excess of what is reasonable.
- 6.0 **ENTRY**
- 6.1 An Owner, Tenant, Occupant, or Invitee shall allow a Person authorized by the Strata Corporation to enter a Strata Lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
 - (b) at a reasonable time, on 48 hours' written notice, to:
 - (i) inspect, repair or maintain Common Property, Common Assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under the Bylaws or the Act; or
 - (ii) ensure compliance with the Act and the Bylaws.
- 6.2 The notice referred to in Bylaw 6.1(b) above shall include the date, approximate time of entry, and reason for entry.
- 6.3 Any notice permitted or required pursuant to this Bylaw 6.0 shall be given in accordance with Section 61 of the Act.
- 6.4 Without limiting the rights of the Strata Corporation pursuant to the Bylaws, the Act, the Regulations, or at law, if an Owner, Tenant, Occupant or Invitee should commit an Entry

Infraction, the Strata Corporation may do any of the following without further notice to the Owner, Tenant, Occupant, or Invitee:

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

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

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

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

6.6 Without limiting the generality of Bylaw 6.5 an Owner shall indemnify and save harmless the Strata Corporation from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind which the Strata Corporation may sustain, incur, or be put to by reason of or arising out of:

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

6.7 The notice referred to in Bylaw 6.1(b) above shall include the date, approximate time of entry, and reason for entry.

7.0 **MAINTENANCE AND REPAIR**

7.1 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.

- 7.2 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.
- 7.3 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 7.4(c).
- 7.4 The Strata Corporation shall repair and maintain the following:
- (a) Common Assets;
 - (b) Common Property that has not been designated as Limited Common Property;
 - (c) Limited Common Property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year; and
 - (ii) the following, no matter how often the repair or maintenance readily occurs:
 - (A) the structural components of the building;
 - (B) the exterior of the building;
 - (C) chimneys, stairs, balconies, decks, patios, 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, decks and yards.
 - (d) a Strata Lot, but the duty to repair and maintain it is restricted to:
 - (i) the structural components of a building,
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies, decks, patios 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, decks and yards.

8.0 **FEES AND ASSESSMENTS**

8.1 An Owner shall:

- (a) pay strata fees on or before the 1st 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;

8.2 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 1st day of each and every month;
- (b) at the request of the Strata Corporation, an Owner shall deliver 12 consecutive post-dated cheques, within 30 days of the request, in payment of the instalments for strata fees;
- (c) where the Strata Corporation has retained the services of a property manager or property management company, the Strata Corporation may forward payments of strata fees to such management company; and
- (d) where the Strata Corporation has retained the services of a property manager or property management company, and an option for direct debit to an Owner's bank account is available for payment of strata fees, the Strata Council shall authorise the property management company to make this alternative available to the Owners.

8.3 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.

8.4 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;

8.5 The Strata Corporation may levy a fine of \$200.00 each time an Owner fails to pay strata fees in accordance with Bylaw 8.1(a).

9.0 **RENTALS**

9.1 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 9.0, 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.

9.2 No more than 11 Strata Lots may be Rented at any one time.

9.3 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 9.2, excluding exempt Strata Lots pursuant to sections 142 and 144 of the Act, the Strata Corporation shall:

(i) refuse to provide the Rental Consent, and notify the Owner in writing of the reason for such refusal; and

(ii) 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 9.2 excluding exempt Strata Lots pursuant to sections 142 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.

9.4 If no Tenant has occupied the Strata Lot within 90 days 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 9.1. 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 9.2.

9.5 At the time that an Owner conveys or transfers a Strata Lot 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 9.1; and

(b) the Strata Corporation shall grant the Rental Consent to the Owner at the top of the Rental Waiting List.

9.6 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.

- 9.7 Within two weeks of renting a Strata Lot, an Owner must give the Strata Corporation a copy of the Notice of Tenant's Responsibilities duly signed by the Tenant.
- 9.8 No Owner shall permit a Tenant to sub-lease a Strata Lot.
- 9.9 Where an Owner rents a Strata Lot in contravention of this Bylaw 9.0, the Owner shall be subject to a fine of \$500.00 applied in accordance with Bylaw 23.2; 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 9.0. Any legal costs incurred by the Strata Corporation in enforcing this Bylaw 9.0 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.

10.0 **DECORATION AND IMPROVEMENT**

- 10.1 No Owner, Tenant, or Occupant shall without the written consent of the Strata Council install shades, awnings, window or patio guards, ventilators, or heating or cooling units, in or about the Premises.
- 10.2 Except in connection with a common television antenna or cable system, no Owner, Tenant, or Occupant shall erect or fasten a television antenna, satellite dish, or similar structure or appurtenance to any part of the Premises.
- 10.3 Without limiting Bylaw 10.2, no Owner, Tenant, Occupant, or Invitee shall use a satellite dish except under the following conditions:
- (a) the satellite dish not in any way be attached or affixed to a building, and without limiting the generality of the foregoing, a satellite dish must be propped up by means of a pole in a bucket of cement; and
 - (b) the satellite dish must not have a diameter greater than 24 inches.
- 10.4 An Owner shall obtain the written approval of the Strata Council before making an alteration or addition or doing a renovation or other work on or to the Premises (the "Work") that involves any of the following:
- (a) the structural components of the building;
 - (b) the exterior of the building;
 - (c) chimneys, stairs, balconies, deck, patios, or things attached to the exterior of the building;
 - (d) doors or windows on the exterior of the building, or that front on the Common Property;

- (e) fences, railings or similar structures that enclose a patio, balcony, patio 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) flooring;
 - (i) Common Property, Common Assets or Limited Common Property; or
 - (j) wiring, plumbing, piping, heating, air condition, and other similar services.
- 10.5 Any Owner making application to the Strata Council pursuant to Bylaw 10.4 shall provide to the Strata Council:
- (a) detailed plans and a written description of the Work; and
 - (b) any other materials or information reasonably requested by the Strata Council.
- 10.6 The Strata Corporation must not unreasonably withhold its approval under Bylaw 10.4 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) obtain all permits and approvals required in connection with the Work;
 - (b) 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");
 - (c) 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");
 - (d) 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;
 - (e) 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;
 - (f) at its sole cost, dispose all debris and construction material;
 - (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*;
- (j) provide to the Strata Council proof of the coverage referred to in 10.6(h) and 10.6(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 10.6(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) give to the Strata Council no less than 2 Business Days notice of the date of commencement of construction;
- (o) 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;
- (p) at all times comply with the *Strata Property Act* and its Regulations;
- (q) at all times comply with the Bylaws of the Strata Corporation;
- (r) 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
- (s) any other terms that the Strata Corporation may reasonably require.

10.7 In performing the Work, and Owner shall:

- (a) ensure that no construction materials are delivered in any manner other than through the parking area;
- (b) ensure that contractors hired by him or her comply with and do all such things as are required to comply with workers' compensation legislation;

- (c) do all such things as are required to protect the Common Property from damage, and without limiting the generality of the foregoing, cover all walls and flooring in an elevator with protective padding at all times while the elevator is being used;
- (d) carry third party liability insurance with coverage in such amount as may be specified by the Strata Corporation in writing;
- (e) comply with all applicable laws;
- (f) obtain all required permits;
- (g) at all times, be in attendance and supervise all Work other than minor or routine Work;
- (h) comply with the Bylaws, including without limiting the generality of the foregoing, Bylaw 11.2; and
- (i) comply with all of the obligations set out in Bylaw 10.6.

10.8 An Owner shall, at the end of each day while the Work is being performed:

- (a) clear any debris from and clean any Common Property or land that is a Common Asset affected by the Work, and vacuum carpets where required;
- (b) without limiting the generality of Bylaw 10.8(a), not permit or allow construction debris, materials or packaging to be disposed of in the Strata Corporation's disposal containers; and
- (c) fix any damage to Common Property or land that is a Common Asset resulting from the Work.

10.9 No Owner shall permit alterations to be performed on the Premises except:

- (a) between 9:00 a.m. and 7:00 p.m. Monday through Friday;
- (b) between 10:00 a.m. and 5:00 p.m. Saturdays and Sundays; and
- (c) notwithstanding Bylaw 10.9(a), between 10:00 a.m. and 5:00 p.m. on statutory holidays in British Columbia, provided that no Owner shall permit any alterations be performed on a statutory holiday except with the written consent of the Strata Council.

10.10 Where an Owner does not comply with Bylaw 10.8, 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.

10.11 Where an Owner makes any alteration or addition to the Premises or performs the Work in contravention of this Bylaw 10.0, 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.

11.0 **DAMAGE TO PROPERTY**

11.1 An Owner, Tenant, Occupant or Invitee shall not do anything or omit to do anything that causes damage to the Premises or to the Common Assets.

11.2 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 11.2(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.

12.0 **PARKING**

12.1 No Owner, Tenant, or Occupant shall park a vehicle anywhere on the Premises except in the parking stall assigned to the Strata Lot occupied by such Owner, Tenant or Occupant.

12.2 Without limiting the generality of any other Bylaw, no Owner, Tenant, Occupant or Invitee shall park a vehicle in a manner which blocks or restricts access to a fire lane on the Premises.

12.3 An Owner, Tenant, or Occupant who parks a vehicle in a parking stall shall park such vehicle fully within the parking stall lines.

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

- (a) park a vehicle in a Visitor Parking Stall; or
- (b) permit an Invitee to park in a Visitor Parking Stall unless the Invitee has complied with Bylaws 12.5 and 12.6.

12.5 An Invitee who parks in a Visitor Parking Stall between the hours of midnight and 6:00 a.m. shall display a valid visitor parking tag on the dashboard or rear view mirror of the vehicle.

12.6 Without limiting the generality of Bylaw 12.5, an Invitee who parks in a Visitor Parking Stall for three or more consecutive nights will obtain prior consent from the Strata Corporation and will register his or her license plate number with the property manager

for the Strata Corporation.

- 12.7 The Strata Corporation has issued one visitor parking tag to each Owner. The following will apply to the visitor parking tags:
- (a) No Owner shall be entitled to or will have or use more than two visitor parking tags at any time.
 - (b) An Owner shall immediately report to the Strata Corporation the loss or theft of a visitor parking tag, and upon receiving such notice the Strata Corporation will delete the lost or stolen visitor parking tag from its control system. The Strata Corporation may tow any vehicle which is displaying a visitor parking tag which has been lost or stolen.
 - (c) An Owner who has lost a visitor parking tag may make an application to the Strata Corporation for a replacement, in form acceptable to the Strata Corporation.
 - (d) An Owner shall pay to the Strata Corporation a non-refundable fee of \$10.00 for each replacement visitor parking tag issued to the Owner by the Strata Corporation.
- 12.8 Except with respect to the Visitor Parking Stalls in accordance with Bylaws 12.5 and 12.6, no Owner, Tenant, or Occupant shall permit any Person who is not an Owner, Tenant, or Occupant to park a vehicle on the Premises.
- 12.9 No Owner, Tenant or Occupant shall or shall permit any Person to park in a parking stall designated for the use of disabled persons unless:
- (a) he or she displays in the vehicle a valid disabled parking pass; and
 - (b) he or she complies with Bylaws 12.4 and 12.5.
- 12.10 No Owner, Tenant, or Occupant shall play a vehicle sound system in any manner that creates unreasonable noise or causes a nuisance to any Person.
- 12.11 No Owner, Tenant or Occupant shall at any time leave a remote door opener or key to the Common Property in a vehicle on the Premises.
- 12.12 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.
- 12.13 No Owner, Tenant or Occupant shall repair, adjust or wash any vehicle on the Premises so as to cause nuisance, inconvenience or mess to an Owner, Tenant or Occupant or to cause damage to the Premises.
- 12.14 No Owner, Tenant, Occupant, or Invitee shall 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 or for carpentry, renovations, or repairs including but not limited to sawing, drilling, or using adhesive compounds.

- 12.15 No Owner shall cause or permit an unregistered or uninsured vehicle to be parked on the Premises.
- 12.16 No Owner shall cause or permit a vehicle to leak or drip oil, gasoline, or other fluids onto the Premises.
- 12.17 No Owner, Tenant, or Occupant shall place any rags, tools, or containers or other items used to clean a vehicle in the Strata Corporation's garbage container.
- 12.18 If an Owner is in breach of Bylaw 12.16:
 - (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 12.18(a) within the time limit specified in Bylaw 12.18(a), the Strata Corporation shall be entitled to do all such things as are required to return to 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.
- 12.19 No Owner, Tenant, or Occupant shall park an Oversized Vehicle (as defined in Bylaw 1.24) on the Premises except in an Oversized Vehicle Parking Stall in accordance with Bylaws 12.21, 12.22, and 12.23.
- 12.20 An Owner who requires the use of a Strata Corporation Oversized Parking Stall for a non-commercial vehicle shall apply in writing to the Strata Council for consent to use a Strata Corporation Oversized Parking Stall.
- 12.21 If at the time of an application pursuant to Bylaw 12.20:
 - (a) there is an Oversized Parking Stall available, the Strata Council will grant consent to the Owner to use the Oversized Parking Stall; or
 - (b) there is no Oversized Parking Stall available, the Strata Council will add the Owner to the bottom of a waiting list administered by the Strata Council.
- 12.22 When an Oversized Parking Stall becomes available, the Strata Council will grant consent to use the Oversized Parking Stall to the Owner at the top of the waiting list referred to in Bylaw 12.21.
- 12.23 An Owner who has received consent to use an Oversized Parking Stall in accordance with Bylaw 12.21(b) or 12.22 shall pay to the Strata Corporation a monthly fee of \$100. In addition to requiring an Owner to immediately deliver a replacement cheque, the Strata Corporation may charge a fine of \$125 to any Owner who delivers to the Strata

Corporation a cheque for the fee pursuant to this Bylaw 12.23 which is returned for non-sufficient funds.

- 12.24 No Owner, Tenant, or Occupant shall at any time drive a vehicle on the Premises at a speed in excess of 10 km/h.
- 12.25 An Owner, Tenant, or Occupant who enters or exits the parking garage stall shall wait to ensure that the parking door closes without any Person gaining or attempting to gain entry.
- 12.26 Any Owner, Tenant, or Occupant may wash a vehicle on the Premises provided that such washing is done in the area designated by the Strata Council for such purpose and provided that such Owner, Tenant, or Occupant shall rinse and remove all soap, water and debris.
- 13.0 **INSURANCE**
- 13.1 No Owner shall do or permit to be done anything that increases the Insurance Costs or whereby the Insurance Coverage may be invalidated.
- 13.2 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.
- 13.3 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.
- 13.4 Within 30 days of receipt of the notice referred to in Bylaw 13.3(c), the Responsible Owner shall pay to the Strata Corporation the lesser of:
- (a) the Deductible; and
 - (b) the Repair Costs.
- 13.5 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.

13.6 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.

14.0 **ANNUAL AND SPECIAL GENERAL MEETINGS**

14.1 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.

14.2 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.

14.3 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) Despite anything in this section, an election of council must be held by secret ballot, if the secret ballot is requested by an eligible voter. 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 14.3(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.
- 14.4 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.
- 14.5 If a quorum is not present within 15 minutes from the time appointed for an annual or special general meeting, the persons present and entitled to vote shall constitute a quorum.
- 14.6 An annual or special general meeting may be held by electronic means, provided that all participants can communicate with each other. A Person who attends an annual or special general meeting by electronic means shall be deemed to be present in person.
- 14.7 The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a Person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of Strata Council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;

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

15.0 **STRATA COUNCIL**

- 15.1 The Strata Council shall be comprised of not less than 3 and not more than 7 members.
- 15.2 The Spouse of an Owner is eligible to be a Strata Council Member, 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.
- 15.3 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.
- 15.4 Any Owner whose strata fees are in arrears, or against whom the Strata Corporation is entitled to register a lien, shall not be eligible to sit on Strata Council.
- 15.5 The term of office of a Strata Council member ends at the end of the annual general meeting at which a replacement is elected.
- 15.6 A Person whose term as Strata Council member is ending is eligible for re-election.
- 15.7 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.

16.0 **REMOVING AND REPLACING STRATA COUNCIL MEMBERS**

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 A replacement Strata Council member may be any Person eligible to sit on the Strata Council.
- 16.5 The Strata Council may appoint a Strata Council member under Bylaw 16.3 even if the absence of the Strata Council member being replaced leaves the Strata Council without a quorum.
- 16.6 If all the members of the Strata Council resign or are unwilling or unable to act for a period of 2 or more months, Persons holding at least 25% of the Strata Corporation's

votes may hold a special general meeting to elect a new Strata Council by complying with the provisions of the Act, the Regulations and the Bylaws respecting the calling and holding of meetings.

17.0 **OFFICERS OF THE STRATA COUNCIL**

17.1 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 President, a Vice President, a Secretary and a Treasurer.

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

17.3 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.

17.4 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.

17.5 The Strata Council may remove an officer by majority vote and appoint a replacement officer from among themselves for the remainder of the term.

18.0 **MEETINGS OF STRATA COUNCIL**

18.1 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.

18.2 The notice in Bylaw 18.1 does not have to be in writing.

18.3 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.

18.4 The Strata Council shall, within a reasonable period of time following a meeting of the members of the Strata Council, provide to the Owners minutes of such meeting.

19.0 **QUORUM AND VOTING AT STRATA COUNCIL MEETINGS**

- 19.1 A quorum of the Strata Council is 1 where there is 1 member on Strata Council, 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.
- 19.2 Strata Council members shall be present in person at the Strata Council meeting to be counted in establishing a quorum.
- 19.3 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.
- 19.4 If a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.
- 19.5 An Owner and a Spouse of an Owner may attend Strata Council meetings as observers.
- 19.6 Despite Bylaw 19.5, 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.
- 19.7 At Strata Council meetings, decisions shall be made by a majority of Strata Council members present in person at the meeting.
- 19.8 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.
- 19.9 The results of all votes at a Strata Council meeting shall be recorded in the Strata Council meeting minutes, along with the names of the Strata Council members moving and seconding any resolutions, and the names of any dissenting or abstaining Strata Council members.
- 19.10 The Strata Council shall inform Owners of the minutes of all Strata Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.
- 20.0 **DELEGATION OF STRATA COUNCIL'S POWERS AND DUTIES**
- 20.1 Subject to Bylaws 20.2 and 20.3, 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.
- 20.2 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 20.3.

20.3 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.

20.4 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;
- (c) whether a Person should be denied access to any part of the Premises; or
- (d) whether an Owner should be granted an exemption from the rental restriction in Bylaw 7.0 pursuant to Section 144 of the Act.

21.0 **SPENDING RESTRICTIONS**

21.1 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.

21.2 Notwithstanding Bylaw 21.1, 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:

- (a) the expenditure is necessary to ensure safety and prevent significant loss or damage, whether physical or otherwise; or
- (b) the expenditure together with all other unapproved expenditures is less than \$5,000.00.

22.0 **LIMITATION OF LIABILITY OF COUNCIL MEMBERS**

22.1 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.

22.2 Bylaw 22.1 does not affect a Strata Council member's liability, as an Owner, for a

judgment against the Strata Corporation.

22.3 Bylaw 22.1 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.

23.0 **ENFORCEMENT OF BYLAWS AND RULES**

23.1 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 23.1(a), for the contravention of Bylaw 9.0 respecting rentals, a fine in accordance with Bylaw 9.9.

23.2 The fines referred to in Bylaw 23.1 may be levied for every 7 days in which the contravention continues.

24.0 **SALE OF STRATA LOTS & MOVING**

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

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

24.3 An Owner or agent of the Owner may with the consent and approval of the Strata Council, place one real estate sign on the Premises in a location designated by the Strata Council from time to time for such purpose.

24.4 An Owner, Occupant, or agent of the Owner shall not leave open, hold or prop open, or leave unlocked the entrance doors to the Premises for any reason.

24.5 An Owner shall notify the Strata Council in writing and make arrangements for a moving time 7 days prior to:

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

24.6 An Owner, Occupant, or Tenant shall move in or out of a Strata Lot only between the hours of 8:00 a.m. and 10:00 p.m.

- 24.7 An Owner, Tenant, or Occupant who uses an elevator for the purpose of moving shall obtain an elevator key, and without limiting the generality of the foregoing, no Owner, Tenant, or Occupant shall permit an elevator door to be jammed, propped open, or forced open.
- 24.8 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. An Owner, Occupant, or Tenant shall ensure that all Common Property including pathways, hallways, lobby areas, and elevators are left in a clean and tidy condition and are vacuumed.
- 24.9 Each time that an Owner, Tenant, or Occupant moves substantially the whole of his, her or its household furnishings and personal possessions in to a Strata Lot, the Owner of the Strata Lot will pay to the Strata Corporation a non-refundable move-in fee of \$100.00.
- 24.10 No Owner shall use or permit the use of a lock box on the Premises.

25.0 **DISPUTES**

- 25.1 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.

26.0 **NOTICE AND CONSENT**

- 26.1 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.

27.0 **VOLUNTARY DISPUTE RESOLUTION**

- 27.1 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.

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

28.0 **SMOKING**

- 28.1 Except where exempt pursuant to the Human Rights Act, no Owner, Tenant, Occupant, or Invitee shall smoke or hold a lighted cigarette, cigar, pipe, or other substance:

- (a) in any manner which contravenes the Tobacco Control Act;

- (b) on any part of the Common Property, or land that is a Common Asset, including without limiting the generality of the foregoing, elevators, hallways, stairways, walkways, the meeting hall, hobby and workshop room, storage rooms, or the parking area;
- (c) on any part of the Premises including but not limited to a Strata Lot, within one metre of any window, door, ventilation system, or air intake;
- (d) in any manner whatsoever that may:
 - (i) unreasonably interfere with the ability of any Person to use and enjoy the Premises;
 - (ii) cause a nuisance to any Person, including but not limited to nuisance from smoke or odours;
 - (iii) constitute a fire hazard; or
 - (iv) constitute a health risk to any Person, including but not limited to an Owner, Occupant, Tenant, or Invitee.