

# FRASER

Townhome Section Addresses:

THA: 9735 University Crescent, V5A 0E8  
(B3, SL 1-17)

THB: 9739 University Crescent, V5A 0E8  
(B2, SL18-25)

THC: 9733 University Crescent, V5A 0E8  
(Primary Address)  
(B1, SL 26-32)

THD: 9278 Slopes Mews, V5A 0G1  
(A2, SL 33-47)

Apartment Section Address:

9228 Slopes Mews, V5A 0E9  
(Primary Address)  
(A1, SL 48-131)

*Note: This amalgamated copy is for convenience only. For legal purposes, please rely on the Registered Land Title copies of the Bylaws/Amendments.*

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**DIVISION 1 – SEPARATE SECTIONS**

**Apartment Section**

- 1.1 The owners of all apartment style residential strata lots (the “Apartment Strata Lots”), being strata lots 48 to 131 (inclusive), will form a separate section within the strata corporation consisting of all the apartment style residential strata lots within the strata plan and bearing the name “The Apartment Section of The Owners, Leasehold Strata Plan EPS5767” (the “Apartment Section”).

**Townhome Section**

- 1.2 The owners of all townhome style residential strata lots (the “Townhome Strata Lots”), being strata lots 1 to 47 (inclusive), will form a separate section within the strata corporation consisting of all the townhome style residential strata lots within the strata plan and bearing the name “The Townhome Section of The Owners, Leasehold Strata Plan EPS5767” (the “Townhome Section”).

**Definitions**

- 1.3 In these bylaws:
  - (1) “Act” and “Strata Property Act” mean, in each case, the Strata Property Act (British Columbia) as the same may be amended, replaced or superseded from time to time.
  - (2) “Apartment Strata Lots” has the meaning set out in bylaw 1.1 and “Apartment” means any one of them.

- (3) [Intentionally deleted].
- (4) “development” means the leasehold strata development located on the development parcel and known as “Fraser”.
- (5) “development parcel” means the lands and premises located at 9228 and 9278 Slopes Mews and 9733, 9735 and 9739 University Crescent, Burnaby, British Columbia and legally described as Parcel Identifier: 029-091-926, Lot 31 District Lot 211 Group 1 New Westminster District Plan EPP29187.
- (6) “Meeting Room” means the common facility meeting room designated as common property and identified as “Amenity Room” on the strata plan, which is located on Level 1 of the apartment building identified as “Building A Apartment” on the strata plan and used for any purposes approved by the strata council and/or the Property Manager. For greater certainty, the Meeting Room is not designated as limited common property.
- (7) “Nominee” means Mosaic Fraser Holdings Ltd.
- (8) “owner developer” means, collectively, Mosaic Fraser Limited Partnership and the Nominee and their respective successors and assigns.
- (9) “Parking Facility Subleases” means:  
a) the phase 1 parking sublease covering certain parking stalls constructed as part of phase 1 of the development, which is attached as Exhibit A to these bylaws; and  
  
(b) the phase 2 parking/storage sublease covering certain parking stalls and lockers constructed as part of phase 2 of the development, which is attached as Exhibit B to these bylaws, as the same may be amended from time to time, and “Parking Facility Sublease” means either one of them.
- (10) “Property Manager” means the property manager engaged by the strata corporation to provide management services to the strata corporation in respect of the development, which property manager is not related to the owner developer.
- (11) “representative of the strata corporation” means any one of the Property Manager, a strata council member, or any other person or entity duly authorized by the strata council to act on behalf of the strata corporation.
- (12) “SFU” means Simon Fraser University.
- (13) “strata lot lease” means a lease of a strata lot made among Simon Fraser University, as landlord, the owner of a strata lot, as tenant, and the strata corporation, as owner of the common property within the strata plan.
- (14) “strata lots” means all the leasehold strata lots within the strata plan and “strata lot” means any one of them.
- (15) “strata plan” means the leasehold strata plan referred to in bylaws 1.1 and 1.2.
- (16) “Townhome Strata Lots” has the meaning set out in bylaw 1.2 and “Townhome Strata Lot” means any one of them.

(17) [Intentionally deleted.]

#### **Administration of Sections**

- 1.4 (1) The Townhome Section must elect an executive in the manner described in Part 7 of these Bylaws.
- (2) The Apartment Section must elect an executive in the manner described in Part 8 of these Bylaws.
- (3) With respect to matters that relate solely to a separate section, each section is a corporation and has the same powers and duties as the strata corporation to enter into contracts in the name of such section, to acquire and dispose of land and other property in the name of or on behalf of such section, and to enforce bylaws and rules.
- (4) Each section may make rules governing the use, safety and condition of the limited common property designated for the exclusive use of such section.
- (5) Each of the Apartment Section and the Townhome Section may obtain insurance only:  
(a) against perils that are not insured by the strata corporation; or  
(b) for amounts that are in excess of amounts that are insured by the strata corporation.

Each section has the same insurable interest as the strata corporation has in property contained within such section.

#### **Payment and collection of section fees**

- 1.5 (1) Each of the Apartment Section and the Townhome Section is entitled to establish its own operating fund and contingency reserve fund for common expenses of the section, including expenses relating to the limited common property designated for the exclusive use of all of the strata lots in such section.
- (2) Each of the Apartment Section and the Townhome Section will prepare an annual budget of section expenses which is to be included as part of the annual budget prepared by the strata corporation for approval at annual general meetings. The strata fees payable by the owners will include the fees owing to the strata corporation and the fees owing to the owner's separate section.
- (3) Upon receipt each month of strata fees from the owners, the strata corporation will deposit into separate accounts that portion of such fees which is applicable to the strata corporation operating fund, the strata corporation contingency reserve fund, the operating fund of the applicable section and the contingency reserve fund of the applicable section.
- (4) Only authorized signatories for each of the Apartment Section and the Townhome Section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for their respective sections.
- (5) Special levies approved by a separate section will be payable by the owners in such section to the strata corporation which will pay such special levy into the operating fund or the contingency reserve of such section, as requested by such section.

- (6) At the request of a separate section, the strata corporation will register a lien against an owner's strata lot if section fees have not been paid to the strata corporation as part of such owner's strata fees or if a special levy approved by a separate section has not been paid by such owner.

### **Repair and maintenance of property by separate sections**

- 1.6 (1) Each of the Apartment Section and the Townhome Section must repair and maintain all of the limited common property appurtenant to such section, but the duty to repair and maintain does not include repair and maintenance of the following (which are the responsibility of the strata corporation):
- (a) repair and maintenance that in the ordinary course of events occurs less than once a year;
  - (b) the following, no matter how often the repair or maintenance ordinarily occurs:
    - (i) the structure of a building;
    - (ii) the exterior of a building;
    - (iii) stairs, balconies and other things attached to the exterior of a building;
    - (iv) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property (including, without limitation, the entrance doors to strata lots); and
    - (v) fences, railings and similar structures that enclose patios, balconies, decks and yards; and
    - (vi) planting beds and lawn areas.
- 1.7 The Apartment Section will not alter, remove, add to or otherwise improve, or permit the alteration or removal of, addition to, or improvement of, any limited common property of the Apartment Section or any improvements thereon in such a manner as will or could reasonably be expected to limit access to, impair the visibility of or view from, or obstruct the use of, a Townhome Strata Lot and, further, that the Townhome Section will not alter, remove, add to or otherwise improve, or permit the alteration or removal of, addition to, or improvement of, any limited common property of the Townhome Section or any improvements thereon in such a manner as will or could reasonably be expected to limit access to, impair the visibility of or view from, or obstruct the use of, an Apartment Strata Lot.

## **DIVISION 2 – DUTIES OF OWNERS OF ALL STRATA LOTS, TENANTS, OCCUPANTS AND VISITORS**

### **Payment of strata fees**

- 2.1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) The strata fees will be made up of the fees owing to the strata corporation and the fees owing to the owner's separate section as set out in the approved budget.
- (3) An owner must pay a special levy on the date or dates noted in the resolution of the strata corporation or a separate section, as applicable, authorizing the special levy.

### **Interest on payment of strata fees**

- 2.2 (1) Strata fees not received by the 10th day of the month in which they are due are subject to interest at 10% per annum compounded annually and allocated on a monthly basis commencing the date the payment was due and continuing until paid, which interest will be in addition to any fine levied in accordance with these bylaws.



- (2) When arrears of strata fees exceed two monthly payments a lien will be placed by the strata corporation on the strata lot involved at the owner's expense for the total monies due, including all legal and other expenses.
- (3) Any owner who does not pay his or her portion of a special levy when due will pay interest on the amount outstanding at a rate of 10% per annum, compounded annually which interest will be in addition to payment of any fine levied against such owner in accordance with these bylaws.

#### **Repair and Maintenance of property by owner**

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

#### **Use of property**

- 2.4 (1) An owner, tenant, occupant, employee or visitor must not use a strata lot, the common property or common assets in a way that:
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal,
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan,
  - (f) constitutes a contravention of any rule, order or bylaw of the City of Burnaby (the "City") applicable to the strata lot, the common property, the common assets and/or any other aspect of the development,
  - (g) results in any unusual or objectionable odour to emanate from a strata lot,
  - (h) constitutes a breach of the strata lot lease in respect of such strata lot, including, without limitation, any of articles 6.01 to 6.04 (inclusive) of such strata lot lease, or
  - (i) is inconsistent with the intent of these Bylaws.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the *Strata Property Act* (British Columbia) (the "Act").
- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
  - (a) a reasonable number of fish or other small aquarium animals;
  - (b) a reasonable number of small caged mammals;
  - (c) up to 2 caged birds;
  - (d) two dogs or two cats or one dog and one cat.

- (5) Pet owners shall be fully responsible at all times for their pets' behaviour within any area of the development including, without limitation, the common property and limited common property. Without limiting the generality of the foregoing, such responsibility will include clean-up and proper disposal of all excrement and other waste and repair of any damage to person or property. If, in the reasonable opinion of the council, any damage requiring special cleaning and/or repair of any of the common property, limited common property or common assets is caused by a pet, the pet owner or the owner of the strata lot where the pet is residing or visiting shall pay all costs of such special cleaning and/or repair. If a pet is deemed to be a nuisance by the council, the pet owner or the owner of the strata lot where the pet is residing or visiting shall remove such pet from the development within thirty (30) days after receiving written notice from the council. Visitors shall be informed of the rules concerning pets and residents will be responsible for any clean up or repair resulting from guest's pets being brought within the development.
- (6) No vicious dogs are permitted permanently, temporarily, or otherwise in any strata lot or on any other portion of the development. For purposes of this bylaw 2.4(6) a vicious dog means any of the following:
- (a) any dog that has killed or injured
    - (i) any person; or
    - (ii) another animal while running at large; or
  - (b) any dog that aggressively harasses or pursues another person or animal while running at large;
  - (c) any dog owned primarily or in part for the purpose of dog fighting or that is trained for dog fighting; or
  - (d) a Pit Bull, Rottweiler, Staffordshire Bull Terrier, or any dog of mixed breeding which includes any of these breeds; or any dog which has the appearance and physical characteristics predominantly conforming to the standards for any such breeds, as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club and as determined by a veterinarian licensed to practice in the Province of British Columbia.
- (7) An owner, tenant or occupant shall not feed nuisance birds such as pigeons, seagulls, crows, starlings and other such birds from any strata lot, limited common property or the common property.

2.5 An owner, tenant, occupant or visitor must not use or permit the use of a strata lot, the common property, limited common property or common assets for any purpose other than residential purposes and other purposes ancillary to residential purposes (regardless of whether or not any non-residential uses are permitted by the applicable zoning bylaw(s) of the City). Without limiting the generality of the foregoing, owners, tenants and occupants will not use, or permit the use of, any strata lot:

- (a) as a place of short-term lodging, accommodation, use, occupation or licensing arrangements;
- (b) as an enterprise for providing short term lodging, accommodation, use, occupation or licensing arrangements through the use of services such as Airbnb, VRBO or other similar services;
- (c) as child care facilities; or
- (d) as part of a home exchange or house swap.

Nothing in this bylaw 2.5 will be construed as a restriction on the rights of an owner to rent a strata lot in accordance with the *Residential Tenancy Act* (British Columbia).

### **Inform strata corporation 12**

- 2.6 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name
- (3) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a "Form K - Notice of Tenant's Responsibilities" in the form set out in the Act, signed by the

tenant. Any owner of a strata lot who leases that strata lot without submitting a Form K in accordance with the Act shall be liable for a fine of \$100.00 for every month or part thereof that a tenant is in occupancy of the strata lot and a Form K is not submitted.

**Obtain approval before altering a strata lot**

2.7 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that

involves any of the following:

(a) the structure of a building;

(b) the exterior of a building;

(c) stairs, balconies, or other things attached to the exterior of a building;

(d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property, including, without limitation, the entrance doors to strata lots (i.e., including, for example, adding security devices to the entrance door to a strata lot);

(e) fences, railings, or similar structures that enclose a patio, balcony, deck or yard, provided that an owner of a Townhome Strata Lot is not required to obtain the written approval of the strata corporation prior to the installation of pet fencing around the yard appurtenant to such owner's Townhome Strata Lot if the fencing has all of the following characteristics:

(i) it is MasterNet Ltd. Vexar yard fencing MN-L70, available from MasterNet Ltd. 690 Gana Court, Mississauga, Ontario L5S 1P2, Telephone No. (905) 795-0005, [www.masternetltd.com](http://www.masternetltd.com), or a similar product;

(ii) it is black or dark grey in colour;

(iii) the top of the fence product is securely stapled or nailed to the existing cedar fencing between the middle rail and a newly installed cedar bottom rail or nailer installed close to the ground; and

(iv) the newly installed cedar bottom rail or nailer referred to in (iii) above is painted to match the existing cedar fence design;

(f) common property located within the boundaries of a strata lot;

(g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot (e.g. a demising wall);

(h) the painting of the exterior of any Townhome Strata Lot, or the attachment of sunscreens or greenhouses to a Townhome Strata Lot;

(i) any natural gas pipes, fixtures, connections or fittings, if applicable; and

(j) any vent or exhaust pipe installed in or attached to the exterior of a building.

- (2) The strata corporation must not unreasonably withhold its approval under bylaw 2.7(1), but the owner will be required, in all circumstances, to be solely responsible for any expenses relating to the alteration, and the strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) An owner must not do, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to alter, his or her strata lot, in any manner which, in the opinion of the strata council, will alter the exterior appearance of the building in which the strata lot is located.

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

- 2.8
- (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets and any such alteration must be in accordance with all applicable bylaws and rules and regulations of the City and any other relevant governmental authority.
  - (2) The owner will be responsible, in all circumstances, for any expenses relating to the alteration and will be required to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

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

- 2.9
- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
    - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
    - (b) at a reasonable time, on 48 hours' written notice, to:
      - (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 these bylaws or insure under section 149 of the Act; and/or
      - (ii) ensure compliance with the Act and these bylaws.
  - (2) The notice referred to in bylaw 2.9(1)(b) must include the date and approximate time of entry, and the reason for entry.
  - (3) If access to a strata lot is not provided in accordance with this bylaw 2.9, the owner will be responsible for:
    - (a) all costs of forced entry to a strata lot caused and/or incurred by the strata corporation in the event that the strata corporation requires access to such strata lot due to an emergency and the strata corporation, having made reasonable efforts, is unable to contact the strata lot owner in the time needed to address the emergency; and
    - (b) all costs incurred by the strata corporation in respect of contractors retained by the strata corporation who must re-attend at the building to access the strata lot in the event they are unable to do so on the first visit.
  - (4) Where the strata corporation is required to enter a strata lot for the purpose of maintaining, repairing, or renewing any pipes, wires, cables and/or ducts located in such strata lot, which pipes, wires, cables and/or ducts are capable of being used in connection with the enjoyment of any other strata lot or any portion of the common property or limited common property, the strata corporation and its agents shall, in carrying out any work or repairs, do so in a proper and workmanlike manner. The strata corporation shall

make good any damage to a strata lot occasioned by such works and will restore the strata lot to as close to its condition prior to the commencement of such works as is reasonably possible, leaving the strata lot clean and free from debris.

### **Marijuana Production**

- 2.10 (1) Owners, tenants and occupants must not grow marijuana, nor permit marijuana to be grown, within a strata lot. Without limiting the generality of the foregoing, owners, tenants and occupants must not permit marijuana grow operations or production activities within a strata lot regardless of whether such operation or production is licensed or otherwise permitted by a government authority.
- (2) Any increase in the insurance premium on an insurance policy held by the strata corporation or a separate section that is attributable to a violation of bylaw 2.10(1) shall be paid at the sole expense of the owner of a strata lot within which such violation occurred regardless of whether or not the owner had any knowledge or involvement in such violation. Such costs will be payable within 14 days of written notification from the strata corporation or the separate section, as the case may be. Nothing in this bylaw 2.10(2) will be construed as a restriction on the rights of the strata corporation to pursue all remedies against the offending owner, tenant or occupant or their visitors at law or in equity, including injunctive relief.

### **Disturbance of Others**

- 2.11 (1) Mops or dusters of any kind shall not be shaken in a manner that would constitute a nuisance to an occupant of any other strata lot and nothing shall be thrown out of any window, door, balcony, patio, deck or other such area of any strata lot, the limited common property or the common property.
- (2) No barbecues other than those fueled by propane or natural gas or electricity may be used within the development. Owners shall not operate a barbecue in a manner which, in the opinion of the strata council, would interfere with another resident's enjoyment of his or her strata lot. All barbecues must be located outside at a minimum distance of 24 inches away from the exterior walls of any building while in use. Strata lot residents are responsible for any heat damage to the building envelope resulting from barbecue use.
- (3) Cycling on common property other than the roadways and driveways is prohibited.
- (4) Carpentry or similar alterations shall only be conducted during the hours as determined by the City.
- (5) No speakers or entertainment systems shall be mounted on demising walls (i.e. walls separating strata lots).
- (6) No hardwood, laminate, tile, or other hard flooring surface shall be used or installed in the bedrooms of any Apartment Strata Lots except for strata lots on the ground floor. For greater clarity, this bylaw does not apply to any Townhome Strata Lots.

### **Hazards**

- 2.12 (1) Residents must make every effort to minimize fire hazards. No item shall be brought onto or stored within a strata lot, the limited common property, or the common property which will in any way increase the risk of fire or the premium payable for fire insurance or any other insurance policy held by the strata corporation or a separate section, or which will invalidate any insurance policy.

- (2) Owners, occupants and visitors must take special care at all times to ensure that burning materials such as cigarettes or matches are not discharged from any window, door, patio or other part of a strata lot or the common property or limited common property.

### **Cleanliness**

- 2.13 (1) All household refuse and recycling material shall be secured in suitable plastic bags, garbage containers and recycling containers. Until the day of collection, residents will place their refuse and recycling in the designated garbage room located in the parking facility to which the occupants of a particular strata lot have access. Household refuse and recycling material shall not be placed or stored in any outside areas, including on decks, patios or balconies attached to strata lots. The owners will comply with the City's organics program.
- (2) Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed from the development by the individual owner or resident of the strata

### **Exterior Appearance**

- 2.14 (1) No signs, fences (other than pet fencing approved by the strata council), gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property, the limited common property or the strata lot without prior written approval by the strata council.
- (2) No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the strata lot, without prior written consent of the strata council.
- (3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, decks, balconies, patios, porches or other parts of the strata lot so that they are visible from the outside.
- (4) Decks, patios, balconies and porches attached to strata lots shall not be used as storage areas.
- (5) Draperies or window coverings that are visible from the exterior of any strata lot shall be cream or white in colour.
- (6) The Strata Corporation is responsible for ensuring hedges are kept trimmed to the height of the adjacent fence.
- (7) Owners or residents shall be responsible for the watering of any lawns, plants and trees located in their yard
- (8) No vegetation or ornamentation of any sort will be permitted on the entry roof of any strata lot at any time.

### **Common Areas**

- 2.15 (1) The strata council shall administer all common areas and any rules and regulations formulated by the strata council from time to time shall be binding upon all owners, residents and visitors.

## **Damage to Property**

2.16 An owner or resident shall not cause damage to trees, plants, shrubs, bushes, flowers or lawns and shall not place any chairs, tables or other objects on lawns, yards or other outdoor common property or limited common property in a manner that causes damage or prevents growth of any trees, plants, shrubs, bushes, flowers or lawns.

## **Security and Privacy**

2.17 (1) Owners, occupants and tenants are responsible for anyone they admit onto or about the common property, including any visitors, agents, servants, licensees or other invitees, and the activities of such persons within the common property.

(2) The strata corporation or a separate section is authorized to: (a) install video surveillance cameras which will operate at all times in common areas including, without limitation, the Parking Facilities and lobby areas for the purpose of recording the activities of owners, tenants, occupants, visitors and members of the general public in order to identify and provide evidence in relation to persons who may be responsible for causing damage or loss or committing bylaw breaches or criminal activities; and (b) collect data with respect to the usage of each security FOB.

(3) Signs indicating the presence and purpose of video surveillance cameras will be posted in all areas subject to video surveillance.

(4) The video surveillance recordings and security FOB usage records will be maintained on a password protected secured onsite computer/central recording system and the recordings and records will be retained for 3 weeks after which they will be deleted/overridden except where the strata council decides to preserve recordings from a specific incident or series of incidents.

(5) The video recordings/security FOB usage records may be accessed or disclosed only under the following circumstances:

(a) access by council members, caretaker, strata manager in the ordinary course of managing the property;

(b) pursuant to applicable laws, including a court order, warrant or equivalent authorization in accordance with the terms of the authorizing document; or to any person, as determined by majority vote of the strata council, if the disclosure is consistent with the purpose as set out in subsection (1) or in the best interest of the strata corporation or any resident or visitor or is permitted by law.

(6) The strata corporation makes no representation or warranties with respect to the surveillance systems and will not be responsible to any resident or visitor in any capacity related to the operation of such systems.

## **Moving and Resale**

2.18 (1) It will be the express responsibility of the owner to ensure that all moves in or out of a strata lot by the owner, occupant or tenant conform to the bylaws and rules as established by the strata council or the

strata corporation from time to time.

- (2) Except in the case of advertising and marketing of strata lots by the owner developer, advertising for the resale or rental of a strata lot shall only be permitted on Directory Trees located within the boundaries of the development, supplied by the owner developer and maintained by the strata council or in any other areas as may be designated by the strata corporation from time to time.

### **Compliance with bylaws**

2.19 An owner, tenant, occupant or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation or either of the separate sections applicable to such owner, tenant, occupant or visitor from time to time.

### **Insurance**

2.20 (1) An owner, tenant or occupant of a strata lot must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on an insurance policy of the strata corporation or a separate section. If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation and any separate section from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy of the strata corporation or a separate section. An owner, tenant or occupant shall be responsible for any deductibles payable in respect of any claim on an insurance policy of the strata corporation or a separate section that arises as a result of such owner, tenant or occupant's violation of this bylaw 2.20(1). Without limiting the generality of the word "responsible", an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors or other invitees of the strata lot or the owner.

- (2) Owners, occupants and tenants are responsible for obtaining insurance to cover risks and property not covered by the insurance held by the strata corporation or the separate section of which their strata lot forms a part. Without limiting the generality of the foregoing, owners must obtain insurance to cover any deductibles payable by the owner under an insurance policy of a strata corporation or a separate section.

- (3) An owner will place and maintain insurance on improvements to his or her strata lot and the contents of that strata lot. Any insurance policy placed or maintained by an owner that is obtained and maintained in respect of any strata lot will:

- (a) add as an additional insured the strata corporation and, if directed by the separate section of which the owner's strata lot forms a part, such separate section;
- (b) provide for a waiver by the insurer of its rights of subrogation against the strata corporation and, if named as an additional insured, a separate section and its/their Property Manager, agents and employees, except in the case of arson or fraud; and
- (c) provide that the insurer waives its option to repair, rebuild, or replace if the strata plan is cancelled after damage to the development.

Each owner will provide the strata corporation and, if named as an additional insured, a separate section on an annual basis and at any time upon request with a certificate of insurance confirming that the owner has obtained such insurance and that it is in force.

### **Change of Civic Addresses**

2.21 Owners shall not change the civic address or unit number of their respective strata lots.



## **Access Between Yards**

- 2.22 Access gates to yards must be free of obstructions and locks to permit access for emergency and maintenance purposes. For clarity, homeowners in the Townhome Section with an access gate between yards in LCP Areas must maintain clear access through these gates to be used as an exit path in the event of an emergency and are prohibited from locking access gates or obstructing access gates in such a way as to prevent them from opening.

## **DIVISION 3 – POWERS AND DUTIES OF STRATA CORPORATION AND STRATA COUNCIL**

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

- 3.1 The strata corporation must repair and maintain all of the following:
- (1) common assets of the strata corporation;
  - (2) common property that has not been designated as limited common property;
  - (3) limited common property (except for repair and maintenance that is the responsibility of a separate section under bylaw 1.6) but the duty to repair and maintain it is restricted to:
    - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (b) the following, no matter how often the repair or maintenance ordinarily occurs:
      - (i) the structure of a building;
      - (ii) the exterior of a building;
      - (iii) stairs, balconies and other things attached to the exterior of a building;
      - (iv) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property (including, without limitation, the entrance doors to strata lots);
      - (v) fences, railings and similar structures that enclose patios, balconies, decks and yards.
  - (4) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
    - (a) the structure of a building,
    - (b) the exterior of a building,
    - (c) stairs, balconies and other things attached to the exterior of a building,
    - (d) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property (including, without limitation, the entrance doors to strata lots), and
    - (e) fences, railings and similar structures that enclose patios, balconies, decks and yards.

### **Strata council size**

- 3.2 (1) The strata council must have at least 3 and not more than 7 members.
- (2) The Townhome Section and the Apartment Section will each be entitled to have at least one membership spot on the strata council. If no member of one of the Townhome Section or the Apartment Section (in either case, the “Unrepresented Section”) is elected by majority vote such that all strata council members would, but for this bylaw 3.2, be comprised entirely of members from either the Townhome Section or the Apartment Section, then the member of the Unrepresented Section that received the highest number

of votes will be deemed to be elected by acclamation and, in the event of a tie with respect to the highest number of votes, the president of the Unrepresented Section executive will have the casting vote. Notwithstanding anything else in this bylaw 3.2(2), it is not a requirement that both sections be represented on the strata council if, for any election, no member of either the Apartment Section or the Townhome Section runs for election.

#### **Strata council members' terms**

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

#### **Removing strata council member**

- 3.4 (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.
- (2) After removing a strata council member, the strata corporation must hold an election at the same annual or special general meeting to replace the strata council member for the remainder of the term.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the *Strata Property Act*.

#### **Cessation of Council Member**

- 3.5 A strata council member will immediately cease to be a strata council member if:
- (a) the strata council member is the subject of a certificate of incapacity issued under applicable legislation;
  - (b) the strata council member is convicted of an indictable offence for which he or she is liable to imprisonment or is convicted of any criminal offence involving fraud or deceit; and/or
  - (c) the strata council member commences any legal proceedings against the strata council, one or more strata council members (acting in that capacity) or the strata corporation.

#### **Replacing strata council member**

- 3.6 (1) 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.
- (2) A replacement strata council member may be appointed from any person eligible to sit on the strata council.
- (3) The strata council may appoint a strata council member under this bylaw 3.6 even if the absence of the member being replaced leaves the strata council without a quorum.
- (4) 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.

## **Officers**

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

## **Calling strata council meetings**

- 3.8 (1) Any strata council member may call a strata council meeting by giving the other strata council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A strata council meeting may be held on less than one week's 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.
- (4) The strata council must inform owners about a strata council meeting as soon as feasible after the meeting has been called.

## **Requisition of strata council hearing**

- 3.9 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a strata council meeting.
- (2) If a hearing is requested under bylaw 3.9(1), the strata council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the strata council, the strata council must give the applicant a written decision within one week of the hearing.

## **Quorum of strata council**

- 3.10 (1) A quorum of the strata council is:
- (a) 1, if the strata council consists of one member,

- (b) 2, if the strata council consists of 2, 3 or 4 members,
- (c) 3, if the strata council consists of 5 or 6 members, and
- (d) 4, if the strata council consists of 7 members.

(2) Strata council members must be present in person at a strata council meeting to be counted in establishing quorum.

#### Strata council meetings

3.11 (1) 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.

(2) If a strata council meeting is held by electronic means, strata council members are deemed to be present in person.

(3) Owners may attend strata council meetings as observers.

(4) Despite bylaw 3.11(3), no observers may attend those portions of strata council meetings that deal 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;

(c) any other matters if the presence of observers would, in the strata council's opinion, unreasonably interfere with an individual's privacy.

#### **Voting at strata council meetings**

3.12 (1) At strata council meetings, decisions must be made by a majority of strata council members present in person at the meeting.

(2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a strata council meeting, the president

may break the tie by casting a second, deciding vote.

(3) The results of all votes at a strata council meeting must be recorded in the strata council meeting minutes.

### **Strata council to inform owners of minutes**

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

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

3.14 (1) Subject to bylaws 3.14(2) to 3.14(4), 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.

(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 3.14(3).

(3) A delegation of a general authority to make expenditures must  
(a) set a maximum amount that may be spent, and  
(b) indicate the purposes for which, or the conditions under which, the money may be spent.

(4) The 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 the Meeting Room and/or a recreational facility.

(5) The strata council may establish a landscaping committee comprised of up to 10 participants, all of whom shall be owners but participants need not be members of the strata council. If established, the landscaping committee shall oversee and inform the strata council about landscaping requirements of one or more components of the development and will make recommendations to effectively meet such requirements and the strata council shall consider such recommendations when making any decisions regarding landscaping.

- (6) The strata council may establish a maintenance committee comprised of up to 10 participants, all of whom shall be owners but participants need not be members of the strata council. If established, the maintenance committee shall oversee and inform the strata council about maintenance requirements of one or more components of the development and make recommendations to effectively meet such requirements and the strata council shall consider such recommendations when making any decisions regarding maintenance.
- (7) The strata council may establish a security committee comprised of up to 10 participants, all of whom shall be owners but participants need not be members of the strata council. If established, the security committee shall oversee and inform the strata council about security requirements of the development and make recommendations to effectively meet such requirements and the strata council shall consider such recommendations when making decisions regarding security.

### **Spending restrictions**

- 3.15 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so  
in accordance with these bylaws.
- (2) Despite bylaw 3.15(1), a strata council member may spend the strata corporation's money to repair or replace  
common property or common assets if the repair or replacement is immediately required to ensure safety or prevent  
significant loss or damage.

### **Limitation on liability of strata council members**

- 3.16 (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.
- (2) Bylaw 3.16(1) does not affect a strata council member's liability, as an owner, for a judgment against the strata corporation.

### **Consents**

- 3.17 (1) Any consent, approval or permission given under these bylaws by the strata council or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the Act, the strata corporation or the executive of a separate section may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

#### **DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES**

##### **Maximum fine**

- 4.1 (1) Except where specifically stated to be otherwise in these bylaws, the strata corporation, and each section with respect to any bylaw or rule that relates solely to such section, may fine an owner or tenant:
- (a) \$100.00 for each contravention of a bylaw, and
  - (b) \$50.00 for each contravention of a rule.

##### **Continuing contravention**

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

##### **Monies Owing**

- 4.3 Each owner is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation or its separate section, as the case may be, as provided for in the *Strata Property Act* or these bylaws and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.
- 4.4 Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation or a separate section, as the case may

be, to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the strata council or a separate section pursuant to the Act or these bylaws, will become part of the assessment of the owner responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

## **DIVISION 5– ANNUAL AND SPECIAL GENERAL MEETINGS**

### **Person to chair meeting**

- 5.1 (1) An annual general meeting of the strata corporation must be held in each calendar year and within two months after  
the fiscal year end of the strata corporation.
- (2) Annual and special general meetings must be chaired by the president of the strata council.
- (3) If the president of the strata council is unwilling or unable to act, the meeting must be chaired by the vice president  
of the strata council.
- (4) If neither the president nor the vice president of the strata council chairs the meeting, a chair must be elected by  
the eligible voters present in person or by proxy from among those persons who are present at the meeting.

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

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



- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

## **Voting**

- 5.3
- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
  - (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
  - (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
  - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
  - (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
  - (6) If there are only 2 strata lots in the strata plan, bylaw 5.3(5) does not apply.
  - (7) Despite anything in this bylaw 5.3, an election of strata council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
  - (8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

## **Order of business**

- 5.4 The order of business at annual and special general meetings is as follows:
- (1) certify proxies and corporate representatives and issue voting cards;
  - (2) determine that there is a quorum;

- (3) elect a person to chair the meeting, if necessary;
- (4) present to the meeting proof of notice of meeting or waiver of notice;
- (5) approve the agenda;
- (6) approve minutes from the last annual or special general meeting;
- (7) deal with unfinished business;
- (8) 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;
- (9) ratify any new rules made by the strata corporation under section 125 of the Act;
- (10) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (11) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (12) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (13) elect a strata council, if the meeting is an annual general meeting; and
- (14) terminate the meeting.

### **Quorum**

5.5 One-third of the persons entitled to vote, present in person or by proxy, shall constitute a quorum for the purposes of an annual or special general meeting of the strata corporation. If, within 15 minutes from the time appointed

for an annual or special general meeting, a quorum is not present, the persons entitled to vote who are present in person or by proxy will constitute a quorum.

### **Electronic attendance at meetings**

5.6 (1) Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if

such method permits all persons participating in the meeting to communicate with each other during the meeting.

(2) A person attending an annual or special general meeting by telephone or other electronic method is deemed to be

present in person.

## **DIVISION 6 – COMMON EXPENSES**

### **Strata fees**

6.1 The strata lot owners' contributions to the common expenses of the strata corporation will be levied in accordance with this Part.

### **Section fees**

6.2 The contribution by any owner of a strata lot within a separate section to the expenses common to that separate section will be levied in accordance with this Part.

### **Apportionment of common expenses**

6.3 Common expenses will be apportioned between the Townhome Section and the Apartment Section and to individual strata lots in the following manner:

(1) common expenses attributable to either separate section will be allocated to that separate section and, subject to bylaw 6.6, will be borne by the owners of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate section;

- (2) common expenses not attributable to either separate section, will be for the account of the strata corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and
- (3) common expenses attributable to any one strata lot will be allocated to such strata lot.

#### **Allocation between sections**

6.4 Without limiting the generality of bylaw 6.3 and unless otherwise determined by the executives of each of the Townhome

Section and the Apartment Section, acting reasonably, the following common expenses will be allocated between the separate sections as follows:

- (1) expenses relating to areas designated as limited common property for each of the Townhome Section and the Apartment Section will be for the account of the owners of strata lots in each respective section;
- (2) the cost of maintaining the exterior of the building (including, without limitation, the roof, and all exterior doors, windows and skylights (including the casings, the frames and the sills, if applicable, of such doors, windows and skylights)) (including, without limitation all entrance doors of the strata lots) will be for the account of the strata corporation;
- (3) the cost of insurance placed by the strata corporation will be apportioned between the two sections on the basis of the replacement value of the buildings and ancillary facilities applicable to each section;
- (4) subject to bylaw 6.4(1), the cost of maintaining the landscaped and other outdoor areas within the common property will be for the account of the strata corporation;
- (5) the costs of maintaining, repairing and operating (including, without limitation, insuring) the Meeting Room and any other common amenities (if any) within the development will be for the account of the strata corporation; and
- (6) the costs of maintaining, repairing and operating the Parking Facilities will be for the account of the strata corporation

6.5 Intentionally blank.

#### **Apportionment within a section**

6.6 Common expenses attributable to the strata lots in a separate section will be apportioned by the executive of that separate section in the following manner:

- (1) Common expenses except electricity will be allocated to all strata lots in the separate section and will be borne by the owners in that section in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in that section or as otherwise set out in the current budget of that separate

section. If a strata lot will require a utility or other service not supplied to all lots the cost will not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot the cost of such utility will be apportioned and charged to the strata lot by the executive of the separate section, on such reasonable basis as it will determine.

- (2) The cost to each owner of a strata lot of the electrical power supplied to it if not separately metered for that strata lot will be borne by the owners in the proportion that the unit entitlement of their strata lot bears to the aggregate unit entitlement of all strata lots in that section.

## **DIVISION 7 – BYLAWS APPLICABLE TO THE TOWNHOME STRATA LOTS**

### **Townhome Section executive size**

- 7.1 (1) The executive of the Townhome Section must have at least 3 and not more than 7 members.
- (2) A member of the section executive is eligible for election to the strata corporation's strata council.

### **Executive members' terms**

- 7.2 (1) The term of office of a member of the executive ends at the end of the annual general meeting at which the new executive is elected.
- (2) A person whose term as member of the executive is ending is eligible for re-election.

### **Removing executive members**

- 7.3 (1) The Townhome Section may, by a resolution passed by a majority vote at a meeting of the Townhome Section, remove one or more members from the executive.
- (3) After removing a member from the executive, the Townhome Section must hold an election at the same meeting to replace the member for the remainder of the term.
- (4) No person may stand for the executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot.

### **Cessation of Executive Member**

- 7.4 An executive member will immediately cease to be an executive member if:
  - (a) the executive member is the subject of a certificate of incapacity issued under applicable legislation;
  - (b) the executive member is convicted of an indictable offence for which he or she is liable to imprisonment or is convicted of any criminal offence involving fraud or deceit; and/or
  - (c) the executive member commences any legal proceedings against the strata council, the executive of the Townhome Section or the Apartment Section, one or more strata council members (acting in that capacity), one or more executive members of the Townhome Section or the Apartment Section (acting in that capacity), or the strata corporation.

### **Replacing executive members**

- 7.5 (1) If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.

- (1) A replacement member may be appointed from any person eligible to sit on the executive.
- (2) The executive may appoint a member under this bylaw 7.5 even if the absence of the member being replaced leaves the executive without a quorum.
- (3) If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Townhome Section may hold a meeting to elect a new executive by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

#### **Executive officers**

- 7.6
- (1) At the first meeting of the executive held after each annual general meeting of the Townhome Section, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.
  - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
  - (3) The vice president has the powers and duties of the president
    - (a) while the president is absent or is unwilling or unable to act, or
    - (b) for the remainder of the president's term if the president ceases to hold office.
  - (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

#### **Calling executive meetings**

- 7.7
- (1) Any member of the executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.
  - (2) The notice does not have to be in writing.
  - (3) An executive meeting may be held on less than one week's notice if
    - (a) all executive members consent in advance of the meeting, or
    - (b) the meeting is required to deal with an emergency situation, and all executive members either
      - (i) consent in advance of the meeting, or
      - (ii) are unavailable to provide consent after reasonable attempts to contact them.

#### **Requisition of executive hearing**

- 7.8
- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.
  - (2) If a hearing is requested under bylaw 7.8(1), the executive must hold a meeting to hear the applicant within one month of the request.

- (3) If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

#### **Quorum of executive**

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

#### **Executive meetings**

- 7.10 (1) At the option of the executive, executive meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.
- (2) If an executive meeting is held by electronic means, executive members will be deemed to be present in person.
- (3) Owners may attend executive meetings as observers.
- (4) Despite bylaw 7.10(3), no observers may attend those portions of executive meetings that deal with any of the following:
- (a) bylaw contravention hearings;
  - (b) rental restriction bylaw exemption hearings;
  - (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

#### **Voting at executive meetings**

- 7.11 (1) At executive meetings, decisions must be made by a majority of executive members present in person at the meeting. Executive members attending by electronic means, as permitted by bylaw 7.10(1), may vote electronically (e.g. by email, fax or telephone).
- (2) If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

#### **Executive to inform owners of minutes**

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

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

- 7.13 (1) Subject to bylaws 7.13(2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
- (2) The executive 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 7.13(3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The executive may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.
- 7.14 (1) A person may not spend the Townhome Section's money unless the person has been delegated the power to do so in accordance with these Bylaws.
- (2) Despite bylaw 7.14(1), an executive member may spend the Townhome Section's money to repair or replace limited common property which has been designated for the use of the Townhome Section, if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage. If the money is spent with respect to limited common property designated for the use of the Townhome Section, the executive member will be doing so on behalf of all of the owners of the strata lots in the Townhome Section and such strata lot owners will reimburse the Townhome Section for the money so spent.

### **Limitation on liability of executive member**

- 7.15 (1) An executive 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 executive.
- (2) Bylaw 7.15(1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.
- (3) Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice



## **Exterior Appearance**

- 7.16 (1) Access gates to yards appurtenant to any Townhome Strata Lot must be free of obstructions and locks to permit access for emergency and maintenance purposes. For clarity, homeowners in the Townhome Section with an access gate between yards in LCP Areas must maintain clear access through these gates to be used as an exit path in the event of an emergency and are prohibited from locking access gates or obstructing access gates in such a way as to prevent them from opening.
- (2) No vegetation or ornamentation of any sort will be permitted on the entry roof of any strata lot at any time.
- (3) Hedges must be kept trimmed to the height of the adjacent fence.
- (4) Owners or residents shall be responsible for the watering of any lawns, plants and trees located in their yard.

## **Small claims court**

- 7.17 Notwithstanding any provision of the *Strata Property Act*, the Townhome Section may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the Townhome Section, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

## **PART 8– BYLAWS APPLICABLE TO THE APARTMENT STRATA LOTS**

### **Apartment Section executive size**

- 8.1 (1) The executive of the Apartment Section must have at least 3 and not more than 7 members.
- (2) A member of the section executive is eligible for election to the strata corporation's strata council.

### **Executive members' terms**

- 8.2 (1) The term of office of a member of the executive ends at the end of the annual general meeting at which the new executive is elected.
- (2) A person whose term as member of the executive is ending is eligible for re-election.

### **Removing executive members**

- 8.3 (1) The Apartment Section may, by a resolution passed by a majority vote at a meeting of the Apartment Section, remove one or more members from the executive.
- (2) After removing a member from the executive, the Apartment Section must hold an election at the same meeting to replace the member for the remainder of the term.

- (3) No person may stand for the executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot.

### **Cessation of Executive Member**

- 8.4 An executive member will immediately cease to be an executive member if:
- (a) the executive member is the subject of a certificate of incapacity issued under applicable legislation;
  - (b) the executive member is convicted of an indictable offence for which he or she is liable to imprisonment or is convicted of any criminal offence involving fraud or deceit; and/or
  - (c) the executive member commences any legal proceedings against the strata council, the executive of the Townhome Section or the Apartment Section, one or more strata council members (acting in that capacity), one or more executive members of the Townhome Section or the Apartment Section (acting in that capacity), or the strata corporation.

### **Replacing executive members**

- 8.5 (1) If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the executive.
- (3) The executive may appoint a member under this bylaw 8.5 even if the absence of the member being replaced leaves the executive without a quorum.
- (5) If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Apartment Section may hold a meeting to elect a new executive by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

### **Executive officers**

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

### **Calling executive meetings**

- 8.7 (1) Any member of the executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) An executive meeting may be held on less than one week's notice if
- (a) all executive members consent in advance of the meeting, or

- (b) the meeting is required to deal with an emergency situation, and all executive members either
  - (i) consent in advance of the meeting, or
  - (ii) are unavailable to provide consent after reasonable attempts to contact them.

#### **Requisition of executive hearing**

- 8.8 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.
- (2) If a hearing is requested under bylaw 8.8(1), the executive must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

#### **Quorum of executive**

- 8.9 (1) A quorum of the executive is
  - (a) 1, if the executive consists of one member,
  - (b) 2, if the executive consists of 2, 3 or 4 members,
  - (c) 3, if the executive consists of 5 or 6 members, and
  - (d) 4, if the executive consists of 7 members.
- (2) Executive members must be present in person at the executive meeting to be counted in establishing quorum.
- Executive meetings
- 8.10 (1) At the option of the executive, executive meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.
- (2) If an executive meeting is held by electronic means, executive members will be deemed to be present in person.
- (3) Owners may attend executive meetings as observers.
- (4) Despite bylaw 8.10(3), no observers may attend those portions of executive meetings that deal with any of the following:
  - (a) bylaw contravention hearings;
  - (b) rental restriction bylaw exemption hearings;
  - (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

#### **Voting at executive meetings**

- 8.11 (1) At executive meetings, decisions must be made by a majority of executive members present in person at the meeting. Executive members attending by electronic means, as permitted by bylaw 8.10(1) may vote electronically (e.g. by email, fax or telephone).

(2) If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

### **Executive to inform owners of minutes**

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

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

8.13 (1) Subject to bylaws 8.13(2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.

(2) The executive 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 8.13(3).

(3) A delegation of a general authority to make expenditures must

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

(4) The executive may not delegate its powers to determine, based on the facts of a particular case,

- (a) whether a person has contravened a bylaw or rule,
- (b) whether a person should be fined, and the amount of the fine, or
- (c) whether a person should be denied access to a recreational facility.

### **Spending restrictions**

8.14 (1) A person may not spend the Apartment Section's money unless the person has been delegated the power to do so in accordance with these Bylaws.

(2) Despite bylaw 8.14(1), an executive member may spend the Apartment Section's money to repair or replace limited common property which has been designated for the use of the Apartment Section if the repair or

replacement is immediately required to ensure safety or prevent significant loss or damage. If the money is spent with respect to limited common property designated for the use of the Apartment Section, the executive member will be doing so on behalf of all of the owners of the strata lots who benefit from such limited common property, and such strata lot owners will reimburse the Apartment Section for the money so spent.

#### **Limitation on liability of executive member**

- 8.15 (1) An executive 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 executive.
- (2) Bylaw 8.15(1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.
- (3) Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

#### **Small claims court**

- 8.16 Notwithstanding any provision of the *Strata Property Act*, the Apartment Section may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the Apartment Section, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

### **DIVISION 9 – VOLUNTARY DISPUTE RESOLUTION**

#### **Voluntary dispute resolution**

- 9.1 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.
- (4) Any eligible person may also submit a dispute for resolution by the Civil Resolution Tribunal pursuant to the *Civil Resolution Tribunal Act* (British Columbia).

## **DIVISION 10 – MARKETING ACTIVITIES BY OWNER DEVELOPER**

### **Marketing activities**

10.1 (1) During the time the owner developer is the owner or lessee of any strata lot in the development, it and its marketing agents, and its and their affiliates, shall have the right to carry out marketing, leasing and/or sales activities within the common property (including any recreational facilities and the Meeting Room) and within any strata lots owned or leased by the owner developer including, without limitation, the right to:

(a) maintain any strata lot or strata lots, whether owned or leased by it, as display suites, maintain other display areas, a parking area and a sales office, and permit public access to the same;

(b) erect and maintain such signage on the common property and other areas of the development,

(c) have access to any and all parts of the common property and common facilities for the purpose of showing strata lots, the common property and the common facilities to prospective purchasers and realtors, and

(d) conduct tours of the development from time to time with prospective purchasers and hold events and other activities within the development in connection with their marketing, leasing and/or sales activities,

in each case as may be reasonably determined by the owner developer to be necessary or expedient in order to enable or assist it in marketing, leasing or selling strata lots in the development.

(2) The owner developer and its marketing agents and its and their affiliates shall have the right to market, lease and sell other developments owned by the owner developer, or by entities affiliated with or related to the owner developer, from any sales office and/or display suites located at the development, from any strata lots owned or leased by the owner developer in the development and from the common property until the strata lots at such other developments have been leased or sold out.

(3) For the duration of the marketing program described in Bylaw 10.1(1) and (2), the owner-developer and its marketing agents and its and their affiliates will be entitled to use any available parking stalls (that have not been assigned or allocated to any purchaser of a strata lot) and utilities at or from the development in connection with such marketing program and the developer will be required to reimburse the strata corporation for the actual cost of the utilities so used.

## **DIVISION 11 – PARKING**

### **Parking Facility Subleases**

11.1 An owner, tenant or occupant of a strata lot will only be entitled to the use of the parking stall(s) (if any) and/or the storage locker(s) (if any) located in the development to which he/she/it has received in respect of such parking

stall(s) and/or locker(s), a partial assignment of one or both of the Parking Facility Subleases. Pursuant to the Parking Facility Subleases, the strata corporation will assume all the covenants and obligations of the owner developer under the Parking Facility Subleases with respect to the Stalls, as defined in the phase 1 Parking Facility Sublease, and with respect to the Stalls and Lockers (each as defined in the phase 2 Parking Facility Sublease), in each case at a time and on terms and conditions determined by the owner developer.

### **Use of parking facilities**

11.2 (1) The Parking Facilities of the development shall not be utilized by any person who is not an owner, occupant or tenant of the development or a guest or visitor of an owner, occupant or tenant of the development.

(2) No parking is permitted except in a designated parking space as permitted by these bylaws, nor shall any owner, occupant, tenant or visitor park a vehicle in a manner that reduces the width of any driving aisle within any Parking Facility and any vehicle parked in such a manner will be towed at the vehicle owner's expense.

(3) No major repairs or adjustments shall be made to motor vehicles on the common property or the limited common property.

(4) An owner, tenant or occupant must promptly and at his or her own expense clean up any oil or other substance which spills or leaks onto the common property.

(5) Vehicles exceeding 4,000 kg. of gross vehicle weight shall not be parked or brought onto the common property or limited common property without the prior consent of the strata council, except where such vehicles are used for the purpose of delivering or removing items from the premises and provided that such vehicles are only temporarily parked in designated loading areas (if any).

(6) RVs, boats and trailers shall not be parked on the common property or limited common property of the development at any time.

(7) Any vehicle which does not comply with these bylaws, may be removed at the vehicle owner's expense.

(8) Parking stalls shall only be used for the parking of licensed motor vehicles or motorcycles and for no other purposes whatsoever, including, without limitation, the storage of any items.

### **Parking Stalls for Persons with Physical Disabilities**

11.3 (1) Certain parking stalls (the “Disabled Persons Stalls”) located in the Parking Facilities within the development will be designated for use by physically disabled persons in accordance with a covenant pursuant to section 219 of the *Land Title Act* (British Columbia) registered in the New Westminster Land Title Office under instrument numbers CA6688840 (as to the development parcel) and CA6688845 (as to the common property) in favour of the City. Two stalls (the “Visitor Disabled Persons Stalls”) located in the development will be allocated and marked for the exclusive use of, and may be used only by, physically disabled visitors of the owners and occupants of the strata lots. The strata corporation will be responsible for facilitating the distribution and use of the remainder (the “Resident Disabled Persons Stalls”) of the Disabled Persons Stalls to the owners and occupants of the strata lots in accordance with bylaws 11.3(2) through (5) below.

(2) The Resident Disabled Persons Stalls will be allocated by the strata corporation on a first-come, first-served basis, in accordance with bylaws 11.3(3) and 11.3(4) below, to owners and occupants of the strata lots who are eligible to receive and hold a valid disabled person’s parking permit (a “Disability Parking Permit”) issued by the applicable government authority for use of parking stalls designed for use by persons with physical disability.

(3) An owner or occupant eligible to receive a Disability Parking Permit may apply to the strata corporation for a licence granting such owner or occupant the exclusive right to use a Resident

Disabled Persons Stall to be effective upon presentation to the strata corporation for its review of the applicable Disability Parking Permit.

(4) Subject to availability of the Resident Disabled Persons Stalls, such a licence may be granted by the strata corporation in accordance with this bylaw 11.3(4) and, if granted, will be valid for an initial term of one year, will be subject to such additional terms and/or conditions as may be determined by the strata corporation in its sole discretion, and will (unless terminated as hereinafter provided) be automatically renewed (without any action on the part of the strata corporation or the licensee) on the expiry of the initial term and each year thereafter, in each case for an additional one year period and otherwise on the same terms and conditions as applied during the initial term; and

(5) Any licence (or renewal or extension thereof, as applicable) permitting the use of a Resident Disabled Persons Stall will terminate, effective immediately, upon:

(a) the sale or other disposition of the strata lot owned or occupied by the disabled person in respect of whom the foregoing proof of disability was presented to the strata corporation;

(b) receipt by the strata corporation from the licensee of written notice of termination of such licence (or renewal or extension thereof, as applicable); or

(c) an eligible disabled person no longer occupying the strata lot to which the licence applies.

#### **Visitor Parking**

11.4 (1) Only guests of the owners, tenants and occupants of the strata lots are entitled to use the parking stalls located within the development which are designated for visitor parking.



(2) Only physically disabled guests of the owners, tenants and occupants of the strata lots are entitled to use any parking stall located within the development which is designed and designated for visitor parking by physically disabled persons.

(3) An owner, tenant or occupant of a strata lot will not permit any guest to park any vehicle on the common property or limited common property, except in those parking stalls which are designated for use by visitors of the owners, tenants and occupants of the strata lots, and will not permit any guests who are not physically disabled to park in any parking stalls on the common property which are designated for visitor parking for physically disabled persons.

(4) The strata corporation may, from time to time, establish rules and regulations concerning the visitor parking stalls (whether or not for physically disabled persons) including, without limitation, rules and regulations with respect to the duration of time that guests may park in such visitor parking stalls, and the owners, tenants and occupants of strata lots will cause their guests to comply with such rules and regulations.

### **Common Property**

11.5 The visitor parking stalls and the Disabled Persons Stalls will be designated and maintained as common property and will not be subject to either of the Parking Facility Subleases. The Resident Disabled Persons Stalls may only be allocated for exclusive use of physically disabled owners or occupants of the strata lots. The Visitor Disabled Persons Stalls may not be allocated to the sole or exclusive use of any person by lease, easement, license, contract or any other means.

### **Parking Facility Speed Limit**

11.6 All owners, tenants, occupants and their visitors must observe the maximum speed limit of 15 kilometers per hour at all times while operating a vehicle within the Parking Facilities.

## **DIVISION 12 – BYLAWS APPLICABLE TO THE MEETING ROOM**

### **Use of the Meeting Room**

12.1 The following bylaws govern the use of the Meeting Room:

(1) The Meeting Room is for the use of strata lot owners and tenants and their respective guests and other invitees.

(2) Any owner of a strata lot or its tenant (in each case, the “User”) booking the Meeting Room must accompany his or her guests and/or other invitees at all times while such guests and/or invitees are in the Meeting Room.

(3) It is the responsibility of each User of the Meeting Room to report immediately to a representative of the strata corporation any injury, accident or maintenance or safety issue relating to the Meeting Room of which the User has knowledge, and it is the responsibility of any User booking and using the Meeting Room to provide a full written description of any such incident or issue within 24 hours if any injury to person or damage to property was observed.

(4) Any use of the Meeting Room is at the sole risk of the User, who assumes all risks associated therewith including, but not limited to, risks of death, injury, damage to persons and damage to or loss of personal property; and, as a condition of use, the User agrees to indemnify the strata corporation, its strata council, members, agents and employees against all liability arising out of such use.

(5) Without limiting bylaw 12.1(4), the strata corporation will not be liable for any accident, injury, death, loss or damage resulting from the use of the Meeting Room by any owners, tenants or occupants of the strata lots or their family members, guests, employees, agents, contractors, invitees, customers or any other person, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

(6) Children under the age of four years are not permitted in the Meeting Room, no person under the age of 16 is permitted in the Meeting Room without being accompanied at all times by a person who is 19 years of age or older and no minor may consume alcohol in the Meeting Room or within any other part of the development.

(7) Entry into and/or use of the Meeting Room in a state of significant impairment due to drug or alcohol intoxication is prohibited.

(8) No smoking is permitted in the Meeting Room.

(9) The strata council may, from time to time, set the Meeting Room hours by a rule posted in the Meeting Room.

(10) No animals (which includes pets) are permitted in the Meeting Room, other than service animals.

(11) No item may be used in the Meeting Room that produces an open flame.

(12) After each use, Users must remove all their personal property from the Meeting Room, ensure that all furnishings are in the same position they were in at commencement of such use, the Meeting Room is clean (subject only to routine housecleaning), neat and tidy, lights are turned off, air-conditioning and/or heater is set according to the season and the trash arising from such use is removed and deposited in appropriate receptacles within the development or off-site.

(13) Any User of the Meeting Room who:

(a) in the opinion of any representative of the strata corporation, acting reasonably, engages in any reckless, hazardous, destructive, or potentially hazardous or destructive, activity within the Meeting Room; or

(b) breaches any rule or bylaw relating to use of the Meeting Room and fails to remedy such breach within a reasonable time after receiving a verbal warning from a representative of the strata corporation,

will be required to leave the Meeting Room immediately upon request of a representative of the strata corporation and, concurrently therewith, the User of the strata lot hosting the event or gathering during which such activity or breach occurred will forfeit its Deposit paid on the booking of such event or gathering. In addition, if such User is the booking User for such event or gathering, the event or gathering will also concurrently end and the Meeting Room will be required to be vacated immediately.

(14) A representative of the strata corporation may temporarily close or restrict use of the Meeting Room if, in the opinion of such representative, in its discretion, it is being used in an unsafe or disruptive manner, if it requires maintenance, repair or cleaning, or if it is required for a function organized or approved by the strata council.

(15) The strata corporation may, from time to time, make additional rules and regulations concerning the use of the Meeting Room and the owners, tenants and occupants of strata lots will comply, and will cause their guests and other invitees to comply, with such rules and regulations.

12.2 [Intentionally deleted.]

## **DIVISION 13 – MISCELLANEOUS**

### **Compliance with Strata Property Act**

13.1 To the extent that any of these bylaws contravene the provisions of the *Strata Property Act*, such bylaw(s) will be amended to the extent necessary to achieve the intent of such bylaw(s) in a way that does not contravene the provisions of the *Strata Property Act*.

**SFU Community Association**

13.2 (1) The owners of the strata lots acknowledge that: (i) the strata corporation is or will be a member of the SFU Community Association, an organization formed for the purpose, among others, of providing a mechanism for residents in the UniverCity Community at Simon Fraser to make arrangements with SFU for the use of certain amenities owned or offered by SFU (the “SFU Amenities”); (ii) the common property and strata lots are subject to a covenant (the “Community Association Covenant”) of the Nominee and SFU in favour of the City registered in the Land Title Office under instrument number CA6688875 (which covenant also charges the development parcel and is registered in the Land Title Office under instrument number CA6688870) which requires, among other things, that the strata corporation must comply with the constitution and bylaws of the SFU Community Association (as amended from time to time) and the terms of an

agreement (the “Amenities Agreement”) made among SFU Community Corporation, SFU and the SFU Community Association concerning the SFU Amenities, copies of which constating documents and Amenities Agreement are attached to the Community Association Covenant; and (iii) if the SFU Community Association chooses to collect any membership dues from its members, owners will be responsible for their share of the strata corporation’s dues based on the unit entitlement of each strata lot.

(2) The owners, tenants and occupants of the strata lots will comply, and will cause their respective guests and other invitees to comply, with all the terms and conditions of the Community Association Covenant, the constating documents of the SFU Community Association, the Amenities Agreement and any other agreements entered into or assumed by the strata corporation in respect of the SFU Amenities.

### **Public Pedestrian Pathways**

13.3 (1) The owners of the strata lots acknowledge that: (i) the Nominee and SFU entered into a Public Pedestrian Pathway Agreement (the “Pathway Agreement”) with the City which is registered in the Land Title Office against the common property and the strata lots under instruments numbers CA8007271 to CA8007287 and which contains, among other things, covenants in favour of the City by the Nominee and SFU that they will, among other things, at their expense: (i) construct, maintain, repair and replace a public pedestrian pathway and related improvements, furniture, landscaping, walls, lighting, drainage and other Lot 31 Works (as defined and more particularly described in the Pathway Agreement) (the “Lot 31 Pathway”) within a certain portion of the common property; and (ii) prior to occupancy of any building within Phase 2 of the development, construct to an interim standard a public pedestrian pathway and related improvements, furniture, landscaping, walls, lighting, drainage and other Lot 38 Works, as defined and described in the Pathway Agreement (collectively, the “Lot 38 Pathway”) within a portion of Lot 38, Plan EPP29187 as shown in the clouded area on Schedule B attached to the Pathway Agreement, which Lot 31 Pathway and Lot 38 Pathway will form part of a pedestrian pathways network, as more particularly described in the Pathway Agreement. In addition to the Pathway Agreement, certain other encumbrances (the “Other Encumbrances”) are or will be registered in the Land Title Office against titles to the common property and/or the strata lots which obligate the owner developer to complete construction of the Lot 38 Pathway, perform certain additional work and activities and pay certain costs relating thereto, all as described in the Other Encumbrances. The owner developer is responsible for all obligations of SFU under the Pathway Agreement and such Other Encumbrances. All obligations of the owner developer thereunder will be assumed by the strata corporation. The Pathway Agreement and the Other Encumbrances are more particularly described in the disclosure statement in respect of the development and amendments thereto filed with the Superintendent of Real Estate of British Columbia (collectively, the “Disclosure Statement”). To ensure that the strata corporation

complies with the Pathway Agreement and Other Encumbrances, each owner of a strata lot must comply with bylaws 13.3(2) and 13.3(3).

(2) The strata corporation's costs under the Pathway Agreement (including, without limitation, under any indemnity) and Other Encumbrances constitute an expense of the strata corporation which will be borne by the owners of the strata lots in proportion to the unit entitlement of their respective strata lots or as otherwise set out in the budget of the strata corporation.

(3) The owners, tenants and occupants of the strata lots will comply, and will cause their respective guests and other invitees to comply, with all the terms and conditions of the Pathways Agreement, Other Encumbrances and any other agreements entered into or assumed by the strata corporation relating to the development and with any and all rules and regulations established by the strata council relating to the Lot 31 Pathway which are not inconsistent with the Pathway Agreement.

**PHASE 1 PARKING SUBLEASE**

See attached.

**PHASE 2 PARKING/STORAGE SUBLEASE**

See attached.