

Mar-19-2018 15:42:31.001

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PAGE 1 OF 3 PAGES

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

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Garry Gracey KD2L2C	Digitally signed by Garry Gracey KD2L2C
	Date: 2018.03.19 14:12:42 -07'00'

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

BAYSIDE PROPERTY SERVICES LTD.

100 - 6400 Roberts Street

Burnaby

BC V5G 4C9

Telephone: 604-432-7774
ml

Document Fees: \$28.63

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS, STRATA PLAN NW2364Related Plan Number: **NWS2364**

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

The Owners, **Strata Plan NW 2364** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on February 26th, 2018.

RESOLUTION #1 BY ¾ VOTE:

BE IT RESOLVED THAT:

The bylaws of the Strata Corporation be amended by adding the following as Bylaw 31.6, 31.7 and 31.8:

- 31.6 No fob may be used by anyone other than an Owner/agent or registered occupant of a specific strata lot.
- 31.7 Fobs found in possession of an unregistered Owner/occupant or tenant, who is suspected to have contravened a bylaw or rule will be deactivated with no further notice.
- 31.8 Owners are responsible for ensuring updated occupancy information is sent to the building managers.

RESOLUTION #2 BY ¾ VOTE:

WHEREAS the Strata Corporation proposes to amend its smoking bylaw.

BE IT RESOLVED THAT:

The bylaws of the Strata Corporation be amended by deleting the current existing Bylaw 46.1 and 46.4 and replacing 46.1 with the following:

- 46.1 Without limiting the generality of Bylaw 3.1(a), no Owner, tenant, occupant, or visitor shall smoke or use a cigarette, cigar, pipe, e-cigarette, or other object/instrument permitting combustion or vaporization:
 - (a) on any part of the common property, including without limiting the generality of the foregoing, hallways, stairways, walkways, the lobby, the recreation area, the landscaped area, the storage rooms, the parking garage, and the tennis court; other than a designated smoking area as identified by the strata corporation.
 - (b) on limited common property, including without limiting the generality of the foregoing, balconies, patios and decks; or
 - (c) in a strata lot.
-

RESOLUTION #3 BY ¾ VOTE:

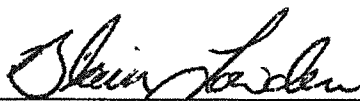
WHEREAS the Strata Corporation proposes to amend its bylaws to prevent the licensing of a strata lot for short term or vacation rentals.

BE IT RESOLVED THAT:

The bylaws of the Strata Corporation be amended by adding the following as Bylaw 47.0:

47.0 RESTRICTION ON USE OF STRATA LOTS

- 47.1 No owner, tenant, occupant or visitor will for any reason grant a license to any person to use or occupy a strata lot under any of the following arrangements:
- (a) as a motel, hotel, inn, hostel, or bed and breakfast, or other similar accommodations; or
 - (b) through any website designed for booking short term or vacation accommodations, including but not limited to www.Airbnb.com, www.vrbo.com and other similar websites; or
 - (c) through any app designed for booking short term or vacation accommodations; or
 - (d) through any other person, agency, or organization which makes arrangements for, or which itself reserves, short term or vacation accommodations; or
 - (e) at a nightly or weekly rate; or
 - (f) for a period less than 28 days.



Signature of Council Member



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

Feb-27-2017 15:21:06.001

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STRATA PROPERTY ACT FILING
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Marnie Gunther 5GC21R	c=CA, cn=Marnie Gunther 5GC21R, o=Notary, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=5GC21R
--	--

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

BAYSIDE PROPERTY SERVICES LTD.

6400 ROBERTS STREET - SUITE 100

BURNABY

BC V5G 4C9

Telephone: 604-638-6141

(cc)

Document Fees: \$28.63

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

LTO Document Reference:

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NO PID NMBR THE OWNERS, STRATA PLAN NW2364Related Plan Number: **NWS2364**

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

The Owners, Strata Plan NW 2364, certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on February 23rd, 2017.

BE IT RESOLVED THAT The Owners, Strata Plan NW 2364, hereby approve the addition of the following bylaw:

31.5 *Failure to register your fob during the allotted time for the annual fob registration will result in a \$25.00 activation fee for each fob to be paid by the owner in order to have the fob registered and re-activated (or at a cost set by council in their discretion).*



Signature of Council Member



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

May-03-2016 14:12:22.001

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Howard Engman
W8K43Ec=CA, cn=Howard Engman
W8K43E, o=Notary,
ou=Verify ID at
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LKUP.cfm?id=W8K43E

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FORM I
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(Section 128)


The Owners, Strata Plan NW 2364, certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on February 18th, 2016.

BE IT RESOLVED THAT The Owners, Strata Plan NW 2364, hereby approve the addition of the following Bylaw, which would be Bylaw 34.5 under Garbage Disposal:

34.5 Garburators are not permitted within a strata lot.



Signature of Council Member



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Telephone: 604-638-6141

6400 ROBERTS STREET - SUITE 100
BURNABY BC V5G 4C9

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Related Plan Number: **NWS2364**

Strata Property Act
FORM I
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(Section 128)

The Owners, **Strata Plan NW 2364**, certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on February 18th, 2016.

BE IT RESOLVED THAT The Owners, Strata Plan NW 2364, hereby approve the addition of the following Bylaw, which would be Bylaw 46:

46. SMOKING


46.1 No smoking is allowed:

- (a) On the interior common property including, but not limited to, hallways, lobbies, elevators, parking garages, electrical and mechanical rooms, stairs, and storage locker areas;
- (b) On patios and balconies; and
- (c) Within six (6) metres of a door, window and air intake.


46.2 "Smoking" for the purposes of this bylaw, means releasing in the air gases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "smoking" includes, but is not limited to, tobacco smoking, smoking using electronic vaporizers, marijuana smoking, and smoking of illegal substances.

46.3 All persons including, but not limited to, owners, tenants, occupants and visitors must comply with this bylaw. Owners and tenants must ensure that this bylaw is not violated by their visitors or anyone else they let into the complex.

- 46.4 Should any person including, but not limited to, owners, tenants, occupants and visitors decide to smoke within a strata lot, all reasonable measures must be taken to prevent the escape of smoke (air gases, particles, vapors) and smell from entering the common property including, but not limited to, hallways, lobbies, elevators, stairs or into neighbouring strata lots. The strata recommendations for the prevention of smoke and smell escaping from an owner's strata lot include, but are not limited to, keeping all windows and doors closed with frames sealed, use of air filters or purifiers, and use of smoking cessation programs. Use of bathroom, kitchen or any other exhaust fans that vent to the outside of the building are not recommended as this may allow smoke or smell to reach neighbouring strata lots.



Signature of Council Member



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Marnie Gunther
GH4FJE

c=CA, cn=Marnie Gunther
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BAYSIDE PROPERTY SERVICES LTD.

Telephone: 604-432-7774

100 - 6400 ROBERTS STREET

BURNABY

BC V5G 4C9

Document Fees: \$24.20

Deduct LTSA Fees? Yes

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Related Plan Number: **NWS2364**

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

The Owners, Strata Plan NW 2364, certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on February 24th, 2014.

BE IT RESOLVED THAT The Owners, Strata Plan NW 2364, hereby approve amending registered Bylaw 3.3(e) by deleting the notation at the end as follows:

~~For the purposes of this bylaw, a party means a gathering of greater than 25 people.~~

BE IT RESOLVED THAT The Owners, Strata Plan NW 2364, hereby approve amending registered Bylaw 3.3(n) as follows:

3.3(n) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building. (Freestanding laundry racks no higher than the balcony railings are permitted so long as they are not visible from the outside of the building.);

BE IT RESOLVED THAT The Owners, Strata Plan NW 2364, hereby approve amending registered Bylaw 3.3(s)(iv) as follows:

(iv) 1 horizontal freezer so long as it is not visible from the outside of the building.

BE IT RESOLVED THAT The Owners, Strata Plan NW 2364, hereby approve amending registered Bylaw 4.2(b) as follows:

4.2(b) register their vehicle license plates and pay for any additional parking stalls if required;

BE IT RESOLVED THAT The Owners, Strata Plan NW 2364, hereby approve amending registered Bylaw 5.1(d) as follows:

5.1(d) doors, windows, (including, but not limited to the casings, the frames, unit numbers and the sills of such doors and windows) or skylights on the exterior of a building, or that front on the common property;

BE IT RESOLVED THAT The Owners, Strata Plan NW 2364, hereby approve amending registered Bylaw 11.1 as follows:

11.1 The strata council must have at least 3 and not more than 6 members.

BE IT RESOLVED THAT The Owners, Strata Plan NW 2364, hereby approve amending registered Bylaw 15.1 as follows:

15.1 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, a vice president and a treasurer.

BE IT RESOLVED THAT The Owners, Strata Plan NW 2364, hereby approve amending registered Bylaw 17.1 as follows:

17.1 A quorum of the strata council is 3, if the strata council consists of 5 or 6 members.

BE IT RESOLVED THAT The Owners, Strata Plan NW 2364, hereby approve amending registered Bylaw 35.6 as follows:

35.6 Visitor parking – residents are not allowed to park their vehicles in the Visitor Parking Area. Due to limited number of visitor spaces, vehicles not displaying a valid "Visitor's Parking Pass" will be towed at the owner's expense. Guests must display a "Visitor's Parking Pass" on the dashboard or rear view mirror of their vehicles; a replacement parking pass is available from the Building Managers' office at a cost of \$100. A visitor may park in the Visitor Parking Area while they are visiting for a period of no longer than three days in any given seven day period. After three days, the vehicle may be subject to a fine and/or may be removed at the expense of the owner. Anyone requiring a stay greater than three days is to seek the approval of the Building Managers' Office for a longer stay up to a maximum of fourteen days in any given 30 day period. Hereafter, anyone violating the Visitor Parking regulations will be fined as follows: (Fines are in addition to towing, implemented at the Building Manager's OR Council's discretion.)

BE IT RESOLVED THAT The Owners, Strata Plan NW 2364, hereby approve amending registered Bylaw 36.1 as follows:

36.1 All moves must take place after 8:00 AM and are to be completed no later than 8:00 PM. **All move-ins and move-outs must be scheduled in 2 hour blocks with the Building Manager.** Elevators must be reserved a MINIMUM ONE WEEK in advance. Failure to comply will result in a fine being levied against the strata lot as per bylaw 24.1. All bookings are given on a first come, first serve basis.

BE IT RESOLVED THAT The Owners, Strata Plan NW 2364, hereby approve amending registered Bylaw 36.3 as follows:

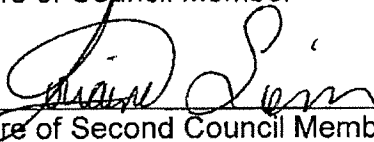
36.3 All deliveries/acquisitions that could possibly cause damage must be coordinated with the Building Managers.

BE IT RESOLVED THAT The Owners, Strata Plan NW 2364, hereby approve amending registered Bylaw 36.6 as follows:

36.6 The Building Manager(s) or a designate of the strata, on behalf of the strata council and the moving party, will make a before and after inspection of the area through which the move will take place. (Form 36.) Without limiting any other right or remedy of the strata corporation, if damage has occurred as a result of that move the cost of repairs shall be assessed to the individual strata lot owner in addition to the move in/out fee if the security deposit is not sufficient. If there is found to be no damage to any common property resulting from the move, the cheque for the security deposit will be returned, uncashed.



Signature of Council Member



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

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BAYSIDE PROPERTY SERVICES LTD.

Telephone: 604-432-7774

100 - 6400 ROBERTS STREET

BURNABY

BC V5G 4C9

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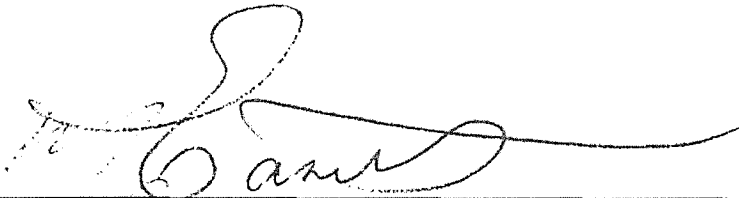
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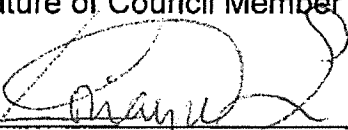
The Owners, Strata Plan NW 2364, certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on January 6th, 2014.

BE IT RESOLVED THAT The Owners, Strata Plan NW 2364, hereby agree that:

1. all of the Bylaws of the Strata Corporation filed in the Land Title Office to and including April 17, 2009, under registration number BB0933690, be and are hereby repealed;
2. the Schedule of Standard Bylaws attached to the Strata Property Act, S.B.C. 1998, c43 be and is hereby repealed; and
3. the Bylaws attached hereto be and are hereby substituted therefor.



Signature of Council Member



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

BYLAWS OF THE OWNERS, STRATA PLAN NW2364

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STRATA PLAN NW 2364 – 3970 CARRIGAN COURT, BURNABY, B.C. V3N 4S5

BYLAWS

ADOPTED JANUARY 01, 2014

Unless otherwise stated in these bylaws, all terms have the meanings prescribed in the *Strata Property Act, S.B.C. 1998, c.43 (the "Act")*. For the purposes of these bylaws, "residents" means owners, tenants and occupants and "a resident" means collectively, an owner, a tenant or an occupant as applicable. The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

1.0 PAYMENT OF STRATA FEES AND SPECIAL LEVIES

1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate without invoice.

1.2 Without limiting any other right or remedy of the strata corporation, if an owner is late in paying his or her strata fees:

- (a) the owner must pay a \$50.00 fine for the late payment; and
- (b) the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the date on which it is paid.

1.3 A special levy is due and payable in accordance with the resolution authorizing the special levy.

1.4 Without limiting any other right or remedy of the strata corporation, if an owner fails to pay a special levy in accordance with the resolution authorizing the special levy:

- (a) the owner must pay a \$50.00 fine for late payment; and
- (b) the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until until the date on which it is paid.

2.0 REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

2.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

2.2 An owner who has the use of limited common property must repair and maintain it; except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

2.3 An owner must clean the doors and windows (including the casings, the frames and the sills of

such doors and windows) on and that front on the limited common property, excluding inaccessible windows.

2.4 An owner must be responsible for all repairs and maintenance of the dryer duct which is directly related to their Strata lot save for, the strata corporation will be responsible for cleaning dryer ducts periodically from the exterior of the building to the end of the ductwork-ceiling connection point in the concrete slab.

2.5 Owners are responsible for the maintenance and repair of insuite smoke detectors. Annual review of insuite smoke detectors will be organized by strata council and if the owner does not allow access into a suite for review, the owner will be subject to a fine as per bylaw 24.1 and be responsible to do and to pay for the cost of the smoke detector and/or the inspection of other insuite fire devices.

3.0 **USE OF PROPERTY**

3.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that;

- (a) causes a nuisance or hazard to another person,
- (b) causes unreasonable noise,
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (d) is illegal, or injurious to the strata corporation as a whole,
- (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, or
- (f) is for commercial or professional purposes.

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

- (a) Damage caused by an owner or any person for whom the owner is responsible;
- (b) without limiting the generality of bylaw 3.2(a), any act or omission of the owner or any person for whom the owner is responsible in law, including without limiting the generality of the foregoing an owner's occupant, tenant, visitor, or invitee; or
- (c) the non-observance or violation of the Act, Regulations to the Act, bylaws, or Rules by the owner or any person for whom the owner is responsible in law, including without limiting the generality of the foregoing an owner's occupant, tenant, visitor, or invitee.

3.3 An owner, tenant or occupant must not:

- (a) without limiting the generality of Bylaw 3.1, use a strata lot or common property in a manner which causes noise to be heard in another strata lot between the hours of 11:00 p.m. and 8:00 a.m. or that encourages or causes traffic noise or loitering by persons in or about the strata lot or common property;
- (b) make, cause or produce undue noise, smell, smoke, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant or affect the use or enjoyment of a strata lot or the common property by residents;
- (c) run, skateboard, cycle, rollerblade or play or raise their voice in the hallways, stairways, lobbies, elevators or parkade, or use car horns in the parkade;
- (d) use any musical instrument (including but not limited to piano, drums, and trumpet), amplifier, sound reproduction equipment or other device within a strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the use or enjoyment of a strata lot or common property by any other owner, tenant or occupant;
- (e) hold a party in a strata lot unless such owner, tenant, or occupant:
 - (i) takes reasonable steps to prevent noise from music, voices or otherwise from being heard in any other strata lot;
 - (ii) causes all persons in attendance at the party not to use the common property for any purpose except for accessing or exiting the strata lot;
 - (iii) causes all persons using the common property pursuant to bylaw 3.3(e)(ii) to do so quickly and quietly; and
 - (iv) keeps balcony doors closed at all times during the party.

For the purposes of this bylaw, a party means a gathering of greater than 25 people.

- (f) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (g) leave on the common property or any limited common property, including without limiting the generality of the foregoing shopping carts or any other item designated from time to time by the strata council;
- (h) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time

to time. The owner, tenant or occupant shall hold harmless the strata corporation, their agents and officers from any damages or liabilities relating to the use of barbecues;

- (i) shake any mops or dusters of any kind, nor throw any refuse, lit or unlit matches, cigarettes or cigars, out of the windows or doors or from the balcony of a strata lot;
- (j) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply natural gas supply or heated water;
- (k) allow a strata lot to become unsanitary or a source of odour;
- (l) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
- (m) install any window coverings, visible from the exterior of his or her strata lot, which are any colour other than white;
- (n) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building. (Freestanding laundry racks no higher than the balcony railings are permitted);
- (o) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the strata council;
- (p) place any signs, billboards, notices or other advertising matter of any kind on, or that are visible from, the exterior of a strata lot;
- (q) fasten to the strata lot, the common property or any limited common property any television or radio antenna, satellite or similar structure or appurtenance thereto;
- (r) without limiting the generality of bylaw 3.3(q), install or use a television or radio antenna, satellite or similar device in a manner so that it is visible from outside the strata lot;
- (s) place any indoor-outdoor carpeting on any deck, patio or balcony, place any items on any deck, patio or balcony, or install any hanging plants or baskets or other hanging items on any deck, patio or balcony. Notwithstanding the foregoing an owner, tenant, or occupant may keep the following on a deck, patio or balcony:
 - (i) free-standing, self-contained planter boxes,
 - (ii) 1 barbecue;
 - (iii) summer furniture;
 - (iv) 1 horizontal freezer; or

(v) 2 bicycles;

provided that they are regularly maintained in good and tidy condition at the cost of the owner, tenant, or occupant;

(t) wash a deck, patio or balcony in a manner which causes water to drip or run over the sides;

(u) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;

(v) permit any soliciting on the common property or strata lots, under any circumstances, except in accordance with the Canada Elections Act, or BC Election Act, or other similar legislation;

(w) use or store a waterbed in a strata lot.

3.4 Without limiting the generality of bylaw 3.1(f), no resident will use, or permit a strata lot to be used for any purpose except as a private dwelling home.

4.0 **INFORM STRATA CORPORATION**

4.1 Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number, contact numbers and mailing address outside the strata plan, if any.

4.2 All owners, tenants and occupants must:

(a) inform the Site Office of their name, phone numbers (home and work) and emergency contact numbers;

(b) register their vehicle license plates and pay for a second parking stall if required;

(c) promptly inform the Site Office of any changes to the information provided pursuant to bylaws 4.2(a) or 4.2(b).

5.0 **OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT**

5.1 An owner must obtain the written approval of the strata corporation before making or authorizing 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) patios, chimneys, stairs, balconies, or other things attached to the exterior of a building;

(d) doors, windows, (including the casings, the frames, unit numbers and the sills of such doors and windows) or skylights on the exterior of a building, or that front on the common property;

- (e) gates, railings or similar structures that enclose a patio, balcony or yard;
- (f) common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot which the strata corporation must insure under Section 149 of the Act; and
- (h) wiring, plumbing, piping, heating, conduit, ducts, air conditioning and other services.

5.2 The strata corporation must not unreasonably withhold its approval under bylaw 5.1, but may require as a condition of its approval that the owner agree, in a signed written agreement, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.

5.3 An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

5.4 The strata corporation or strata council may require as a condition of its approval that:

- (a) the owner obtains all applicable permits, licenses and approvals from the appropriate governmental authorities and provides copies to the strata council;
- (b) the owner obtains and provides copies to strata council confirmation that:
 - (i) enrolment by the intended contractor or tradesperson with the Workers Compensation Board (WCB) is current and in good standing (the report must be in the contractor's own name), and
 - (ii) this same contractor also carries Contractor Liability Insurance;
- (c) the owner agree, in a signed written agreement, to contract with licensed and bonded trades people (including but not limited to, qualified contractors, architects and/or engineers) and that renovations or intended alterations be conducted in accordance with the British Columbia Building Code and industry requirements;
- (d) renovations or intended alterations be done in accordance with the design or plans as approved by the strata council and that such work may be subject to inspection by the strata council or its duly authorized representative, or a qualified licensed professional or inspector;
- (e) all work and materials necessary for the renovation or intended alteration be at the sole expense of the owner;
- (f) the owner agrees, in a signed written agreement to the following:
 - (i) to conduct renovations/alterations in accordance with the bylaws and without limiting the generality of the foregoing in accordance with bylaws 5.1 to 5.4 (inclusive), bylaws 6.1 to 6.9 (inclusive) and bylaws 8.1 to 8.5 (inclusive); and
 - (ii) any other terms required by the strata corporation.

- (g) In accordance with Section 59 of the Act, any agreements under which the owner takes responsibility for expenses relating to alteration or renovations within a strata lot must be disclosed in a Form B – Information Certificate.

6.0 **RENOVATIONS/ALTERATIONS**

6.1 An owner must give the strata council two working days' prior written notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines. For the purposes of this bylaw 6.1, "working days" means any day which is not a Saturday, Sunday, or statutory holiday in British Columbia.

6.2 A resident must not permit any construction debris, materials, carpeting, packaging or other materials to be deposited in the strata corporation's disposal containers, the garbage room or anywhere on strata corporation property. Removal of any construction debris, materials, carpeting or packaging from the strata corporation's property is the sole responsibility and cost of the owner and/or any trades people contracted by the owner. Without limiting the rights and remedies of the strata corporation, failure to comply with this bylaw will result in fines pursuant to these bylaws, and all costs relating to removal of such items by the strata corporation will be charged back to the strata lot owner responsible.

6.3 An owner must ensure that the delivery of any construction material is through the parking lot and, if in an elevator the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby.

6.4 A resident who is performing renovations will ensure that:

- (a) drop cloths to protect common areas and common assets from any spillage, dripping, tearing, breakage or significant damage are installed, where required, in a safe manner which will not pose a hazardous condition to other persons, and removed daily; and
- (b) the stairs, lobbies, and paths are regularly cleaned (and vacuumed or swept at the request of the strata council) and the residential corridor thoroughly vacuumed daily.

6.5 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 6:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, and statutory holidays. To perform renovations/alterations outside the permitted hours of work an owner must apply for permission in writing to the strata council at least five business days before the work is undertaken.

6.6 An owner must ensure that any work performed which includes jack-hammering, grinding or chipping is restricted to the hours of 10:00 a.m. to 4:00 p.m., Monday through Saturday.

6.7 An owner or a designate authorized by the owner must be in attendance for all renovations/alterations that take more than one day to complete.

6.8 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.

6.9 An owner performing or contracting with others to perform renovations or alterations will be responsible for ensuring that:

- (a) no common area doors are left ajar or open unless they are supervised at all times; and
- (b) no construction materials are left piled in the lobby, common area corridors, or on patios.

6.10 Without limiting any other right or remedy of the strata corporation, an owner in contravention of bylaws 6.1 to 6.9 (inclusive) or bylaw 8.1 and 8.5 (inclusive) may be subject to fines in accordance with bylaw 24.1, as well as be responsible for any clean up or repair costs.

7.0 **HARD SURFACE FLOORING**

7.1 In this bylaw 7.0, hard surface flooring means laminate, hardwood, linoleum, ceramic, stone, slate, tile and cork flooring.

7.2 An owner may install hard surface flooring in a strata lot provided that the owner complies with this bylaw 7.0 and bylaws 5.1 to 5.4 (inclusive), 6.1 to 6.9 (inclusive), and bylaws 7.1 to 7.7 (inclusive).

7.3 Notwithstanding bylaw 7.2, an owner is not permitted to install hard surface flooring anywhere within a strata lot unless they meet an FIIC (floor impact insulation class) of 60 or greater or an STC (sound transmission class) of 60 or greater. (Where required by the strata council, acoustical underlay must be installed beneath the hard surface flooring material in order that the combination of the underlay and the finished flooring material achieves the required FIIC/STC rating as set out in this bylaw.)

7.4 An owner is not permitted to glue or affix any hard surface flooring or acoustical underlay to the concrete sub floor anywhere within a strata lot with the exception of the entrance hallway, kitchen and bathrooms.

7.5 Notwithstanding bylaw 7.2, no owner will cause or permit tile flooring to be installed anywhere in a strata lot other than the entrance hallway, kitchen area and bathrooms.

7.6 For as long as the hard surface flooring exists in the strata lot, an owner, subsequent to the passing of these bylaws, must keep records of a hard surface flooring and acoustical underlay installation which occurs within a strata lot and provide an original copy of such record to any subsequent owner on title. An owner may be required to produce, upon the request of the strata council, an invoice copy from the floor installation company which clearly shows the company letterhead, with the company's address, the date of the invoice, the area of the flooring installation within the strata lot, and the details pertaining to the FIIC or STC rating of such hard surface flooring.

7.7 In cases where hard surface flooring has been installed within a strata lot, and where ongoing noise complaints have been received by the strata council in reference to a particular strata lot in which hard surface flooring has been installed, with or without prior written approval from the strata council, in accordance with bylaw 9.2(b)(ii) the strata council may conduct an investigation within such said strata lot to determine the FIIC or STC rating of such flooring, and (a) if within a strata lot where hard surface flooring has been installed and subsequent to undertaking an investigative process in accordance with bylaw 7.7, it is determined the owner has not complied to bylaw 7.6, and is unable to

provide to strata council documentation of the FIIC/STC rating of such said floor in accordance with bylaw 7.3, the owner will be required to:

- (a) pay for all cost relating to such investigative process to determine the FIIC/STC rating of the flooring material, and;
- (b) upon written demand notice from the strata council, remove or otherwise upgrade the installation of the underlay and/or hard surface flooring within such said strata lot at the owner's own cost and expense to meet the minimum FIIC/STC requirements of 60 or greater. (The exception being the original hard surface flooring installed by the developer, and any owner installing flooring upgrades prior to the passing of these bylaws)

7.8 The owner of a strata lot in which hard surface flooring has been installed must at all times take preventative measures and action to reduce any noise transference to any other strata lot. Notwithstanding the generality of this bylaw, an owner must ensure that all furniture which is moved on a frequent basis is affixed with felt under pads or an equivalent, and no hard-soled footwear is worn by any person while in the strata lot. In the event the strata corporation receives noise complaints, an owner may be required at the discretion of the strata council to place rugs or carpet in all high traffic areas of the strata lot including the bedrooms.

7.9 An owner of a strata lot in which hard surface flooring is installed (either originally by the developer or as an owner improvement/betterment) must, within 45 days subsequent to the passage of these bylaws, give written notice to the strata corporation of the type(s) of hard surface flooring and the areas within the strata lot where such hard surface flooring is located.

8.0 **OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY**

8.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including limited common property or common assets.

8.2 An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must submit, in writing, detailed plans and description of the intended alteration;

8.3 The strata corporation may require, as a condition of its approval, that the owner agree, in a signed written agreement, to certain terms and conditions, including, not exhaustively, the following:

- (a) the owner obtains all applicable permits, licenses and approvals from the appropriate governmental authorities and provides copies to the strata corporation or strata council;
- (b) the owner obtains and provides copies to the strata corporation or strata council confirmation that:
 - (i) enrolment by the intended contractor or tradesperson with the Workers Compensation Board (WCB) is current and in good standing (the report must be in the contractor's own name), and
 - (ii) This same contractor also carries Contractor Liability Insurance;

- (c) the owner agree, in a signed written agreement, to contract with licensed and bonded trades people (including but not limited to, qualified contractors, architects and/or engineers) and that renovations or intended alterations be conducted in accordance with the British Columbia Building Code and industry requirements;
- (d) the renovations or intended alterations be done in accordance with the design or plans as approved by the strata corporation and that such work may be subject to inspection by the strata council, its duly authorized representative, or a qualified licensed professional or inspector;
- (e) that all work and materials necessary for the renovation or intended alteration be at the sole expense of the owner;
- (f) that the standard of work and materials be not less than that of the existing structures;
- (g) that the owner agree, in a signed written agreement, to conduct renovations / alterations in accordance with bylaws 8.1 to 8.3 (inclusive) and bylaws 6.1 to 6.9 (inclusive);
- (h) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;
- (i) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.

8.4 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.

8.5 An owner who, subsequent to the passage of bylaws 8.1 to 8.3 (inclusive), alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the

owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

8.6 In accordance with Section 59 of the Act, any agreement under which the owner takes responsibility for expenses relating to alterations or renovations of the common property or common assets must be disclosed in a Form B – Information Certificate.

9.0 **PERMIT ENTRY TO STRATA LOT**

9.1 In this bylaw 9.0:

- (a) **“Entry Infraction”** includes the following circumstances:
 - (i) where an owner, or an owner’s tenant or occupant denies, impedes, or interferes with access to a strata lot in contravention of bylaw 9.2(a); or
 - (ii) where an owner, or an owner’s tenant or occupant denies, impedes, or interferes with access to a strata lot in contravention of bylaw 9.2(b), and such contravention continues for 7 days following notice of such contravention by the strata corporation to the owner.
- (b) **“Forcible Entry”** means any right or action of the strata corporation in accordance with bylaw 9.5;
- (c) **“Forcible Entry Costs”** means all costs incurred by the strata corporation in exercising its rights pursuant to bylaw 9.5, such costs to include but not be limited to:
 - (i) all costs to retain trades people, including but not limited to bailiff and locksmith fees and charges;
 - (ii) all costs to restore the strata lot or common property to the condition that existed prior to the Forcible Entry; and
 - (iii) all legal fees and disbursements on a solicitor and own client basis incurred in connection with any court proceedings.

9.2 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
- (b) at a reasonable time, on 48 hours’ written notice,
 - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under Section 149 of the Act; or

- (ii) to ensure a resident's compliance with the Act, bylaws and rules.

9.3 The notice referred to in bylaw 9.2(b) must include the date and approximate time of entry, and the reason for entry.

9.4 Any notice permitted or required pursuant to this bylaw 9.0 shall be given in accordance with Section 61 of the Act.

9.5 Without limiting the rights of the strata corporation pursuant to the bylaws, the Act, the Regulations to the Act, or at law, if an owner, tenant, or occupant should commit an Entry Infraction, the strata corporation may do any of the following without further notice to the owner, tenant, occupant, or Invitee:

- (a) use such reasonable force and assistance as the strata corporation may deem advisable in order to enter the strata lot, and in doing so neither the strata corporation or the strata council nor their agents will be liable for any costs, damages, actions, or claims whatsoever, including but not limited to:

- (i) property damage;
- (ii) damage sustained by any person, including without limiting the generality of the foregoing, an owner, tenant, occupant, or Invitee; or
- (iii) an action for trespass;

with respect to the Forcible Entry, and without limiting the generality of the foregoing, the strata corporation shall have no obligation to restore the strata lot;

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

9.6 An owner shall immediately upon notice from the strata corporation, deliver to the strata corporation the Forcible Entry Costs applicable to a Forcible Entry to that owner's strata lot, whether or not such Forcible Entry resulted from a breach by the owner, or the owner's occupant, tenant, or Invitee.

9.7 Without limiting the generality of bylaw 9.6 an owner shall indemnify and save harmless the strata corporation from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind which the strata corporation may sustain, incur, or be put to by reason of or arising out of:

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

10.0 **REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION**

10.1 The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) The structure of a building;
 - (B) The exterior of a building;
 - (C) Chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) Doors and windows (including the casings, the frames and the sills of such doors and windows) on the exterior of a building or that front on the common property;
 - (E) Fences, railings and similar structures that enclose patios , balconies and yards;
- (d) a strata lot in a strata plan, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors and windows (including the casings, the frames and the sills of such doors and windows) on the exterior of a building or that front on the common property, except for replacement of a window where the vacuum seal has broken between the glass panes and,
 - (v) fences, railing and similar structures that enclose patios, balconies and yards.

11.0 **COUNCIL SIZE**

11.1 The strata council must have at least 3 and not more than 7 members.

12.0 **COUNCIL MEMBERS' TERMS**

12.1 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.

12.2 A person whose term as strata council member is ending is eligible for re-election.

13.0 **REMOVING STRATA COUNCIL MEMBER**

13.1 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.

13.2 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.

13.3 No person may stand for strata council or continue to be on strata council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

14.0 **REPLACING STRATA COUNCIL MEMBER**

14.1 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.

14.2 A replacement strata council member may be appointed from any owner eligible to sit on the strata council.

14.3 The strata council may appoint a strata council member under this bylaw even if the absence of the member being replaced leaves the strata council without a quorum.

14.4 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 20% of the strata corporation's votes may hold a special general meeting to elect a new strata council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

15.0 **OFFICERS**

15.1 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, a vice president, a secretary and a treasurer.

15.2 A person may hold more than one office at a time, other than the offices of president and vice president.

15.3 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.

15.4 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.

16.0 **CALLING STRATA COUNCIL MEETINGS**

16.1 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.

16.2 The notice does not have to be in writing.

16.3 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.

16.4 The strata council must inform owners about a strata council meeting as soon as feasible after the meeting has been called.

17.0 **QUORUM OF STRATA COUNCIL**

17.1 A quorum of the strata council is

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

17.2 Council members must be present in person at the strata council meeting to be counted in establishing quorum.

18.0 **COUNCIL MEETINGS**

18.1 Owners may attend strata council meetings as observers.

18.2 Despite bylaw 18.1, no observers may attend those portions of the 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.

19.0 **VOTING AT STRATA COUNCIL MEETINGS**

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

19.2 If there is a tie vote at a strata council meeting, the president may break the tie by casting a second, deciding vote.

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

20.0 **COUNCIL TO INFORM OWNERS OF MINUTES**

20.1 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.

21.0 **DELEGATION OF STRATA COUNCIL'S POWERS AND DUTIES**

21.1 Subject to bylaws 21.2, 21.3, and 21.4, 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.

21.2 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 21.3

21.3 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.

21.4 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 a recreational facility.

22.0 **SPENDING RESTRICTIONS**

22.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

22.2 Despite bylaw 22.1, 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.

23.0 LIMITATION ON LIABILITY OF STRATA COUNCIL MEMBER

23.1 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.

23.2 Bylaw 23.1 does not affect a strata council member's liability, as an owner, for a judgment against the strata corporation.

24.0 BYLAW ENFORCEMENT AND FINES

24.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant a maximum of:

(a) \$200 for each contravention of a bylaw; and

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

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

25.0 PERSON TO CHAIR MEETING

25.1 Annual and special general meetings may be chaired by the president of the strata council.

25.2 If the president of the strata council is unwilling or unable to act, the meeting may be chaired by the vice president of the strata council.

25.3 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.

26.0 QUORUM

26.1 Twenty percent (20%) of persons entitled to vote present in person or by proxy constitute a quorum.

26.2 If at the appointed time for an annual or special general meeting, a quorum is not presented, the meeting shall stand adjourned for a period of fifteen (15) minutes, whereupon the adjourned meeting shall be reconvened at the same place and the persons present, entitled to vote, and those persons present in person or by proxy shall constitute a quorum for the conduct of business.

27.0 PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS

27.1 Except in cases where, under the Act, where a unanimous resolution is required, an owner is not entitled to vote at a meeting unless all contributions payable for his strata lot have been paid.

27.2 With the exception of the property managers, persons who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

28.0 **VOTING**

- 28.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 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.
- 28.6 Despite anything in this bylaw, an election of strata council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- 28.7 An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

29.0 **ORDER OF BUSINESS**

- 29.1 The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve minutes from the last annual or special general meeting;
 - (f) receive reports of strata council activities if the meeting is an annual general meeting;
 - (g) ratify any new rules by the strata corporation under Section 125 of the Act;
 - (h) report on insurance coverage in accordance with Section 154 of the Act, if the meeting is an annual general meeting;
 - (i) approve the budget for the coming year in accordance with Section 103 of the Act, if the meeting is an annual general meeting;
 - (j) deal with $\frac{3}{4}$ votes;

- (k) elect a strata council, if the meeting is an annual general meeting;
- (l) general discussion and questions;
- (m) terminate the meeting.

30.0 **VOLUNTARY DISPUTE RESOLUTION**

30.1 A dispute among owners and 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.

30.2 A dispute resolution committee consists of

- (a) one owner of the strata corporation nominated by each of the disputing parties and one owner 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.

30.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

31.0 **KEYS AND FOBS**

31.1 Each strata lot has received two fobs free of charge (1 garage fob and 1 door fob).

31.2 In the event a strata lot requires more than the two fobs, they can request additional fobs, to a maximum of two extra from the Site Administration Office (\$60 for a garage fob and \$20 for a door fob).

31.3 The total number of fobs issued to each strata lot will be recorded by the Building Managers' Office. In the event a strata lot is sold, the new owner is responsible to ensure they receive the two fobs from the old owner. Compensation for any additional fobs purchased by the old owner is a matter between the old owner and the new owner. In the event the new owner does not ensure they receive two fobs from the old owner, the new owner will be required to replace the fobs at their own cost.

31.4 With the exception of the strata lot owners, one week after a move takes place all existing fobs will be deactivated until the new tenants register them with their names at the Building Managers' Office.

32.0 **NOISE**

32.1 Noise complaints must be reported to the site staff or security guard regardless of the time of the incident. In order to facilitate any necessary action (i.e. warning letters, fines, eviction), complaints should be specific as to the violation, dates and times, and whenever possible, contain witness verification; the Building Manager or security guard on duty being preferable. Once the problem is

verified, the perpetrators will be asked to cease making the noise; if necessary the police will be called. The originator of the complaint may be asked to give a letter of complaint stating the suite, nature of complaint, date and time.

32.2 Any noise complaint, after verification, will result in a warning notice for the first offence, \$50 for the second offence and up to a maximum of \$200 for additional offences.

32.3 If there are 3 noise complaints against a tenant within a 12 month period, after reporting the details of the incidents to the strata council, the Strata Manager will be directed by the strata council to advise the owner to give the tenant a 30 day notice to terminate his/her residential Tenancy Agreement.

33.0 **SMALL CLAIMS ACTIONS**

33.1 The strata corporation 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, administration fees, bank charges, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of the owner's visitors, occupants, guests, employees, agents, tenants, or member of the owner's family without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.

34.0 **GARBAGE DISPOSAL**

34.1 No garbage of any kind is to be left in ashtrays, lobbies, corridors, stairways, elevators, underground parking lots or the yard.

34.2 Garbage from suites must be disposed of down the garbage chute or in a parkade bin. No item must be left on the ground or leaning against a bin; garbage must be wrapped and tied securely to avoid spilling in corridors on the way to the chute. If such an incident occurs, the owner, tenant or occupant is responsible to clean it up.

34.3 Residents must dispose their own used furniture, old mattresses, old carpets, used appliances, and all other large items at their cost. The strata corporation has put in a recycling centre by the garbage bins in the parkade. All residents are encouraged to participate in this worthy endeavour. Residents must be careful not to contaminate the bins; place only the type of articles specified in each container.

34.4 Garbage chute disposal is ONLY available from 8:00 AM – 9:00 PM.

35.0 **PARKING**

35.1 Each strata lot is assigned one parking stall per strata lot upon filling out a *Parking Agreement*. Any extra stalls may be assigned for the exclusive use of a resident in consideration for payment by the resident of a user fee in the amount of \$25 per month. All parking stalls are for the use of the residents exclusively. No other parking stall can be used other than the stall assigned. When parking, residents must be considerate of neighbours and park wholly within the marked guidelines. Cars found parked in contravention of the Parking Bylaw will be towed away at the owner's expense. The strata corporation will not accept responsibility for cars that are towed away.

35.2 Residents are responsible for keeping the parking stalls clean. No uninsured vehicles or vehicles

leaking any substance from the undercarriage will be permitted in the underground parking lot. Residents are requested to pick up all papers and other debris in or around their assigned stalls. Storage of tires, car parts or any other items is not permitted in stalls and residents are required to clean stalls within 72 hours if asked to do so by the Site Administration Office. If the oil spot is not cleaned within 72 hours, the site staff will clean it and the strata lot owner will be charged \$30 for the service plus a \$30 fine. Vehicles that continue to leak oil will not be allowed to park in the parkade until the problem is remedied. Towing and fining will be enforced for all Resident Parking infractions.

35.3 Residents shall not use the parking area to paint or do major mechanical repairs on his/her vehicles.

35.4 All vehicles must have a valid licence, be insured and operative. Storage insurance must be minimum \$1,000,000 liability coverage. An owner shall provide proof of insurance pursuant to this Bylaw 35.4 within 5 days of a request from the strata corporation or the building managers.

35.5 Payments of user fees pursuant to bylaw 35.1 must be made by way of post-dated cheques made payable to The Owners, Strata Plan NW2364, and are to be delivered to the Site Administration Office located on P2 of 3970, Carrigan Court, Burnaby, BC, V3N 4S5. If post-dated cheques are not received by the first of the month an owner's vehicle is liable to be towed at the owner's expense. One clear calendar month notice in writing must be given to terminate the *Parking Agreement*. Should proper notice not be given, the owner will be held responsible for the user fee during the notice period. The use of these facilities is at the owner's, tenant's or occupant's risk for loss, theft or damage from any cause whatsoever. The owner, tenant or occupant holds harmless the strata corporation, the strata council, the Managing Agents and the Building Manager(s). The strata corporation reserves the right to alter or cancel this agreement upon one clear calendar month's written notice. An owner, tenant or occupant must not assign, sublet or give possession of their parking stall to anyone.

35.6 Visitor parking – residents are not allowed to park their vehicles in the Visitor Parking Area. Due to limited number of visitor spaces, vehicles not displaying a valid "Visitor's Parking Pass" will be towed at the owner's expense. Guests must display a "Visitor's Parking Pass" on the dashboard or rear view mirror of their vehicles; a replacement parking pass is available from the Building Managers' office at a cost of \$100. A visitor may park in the Visitor Parking Area while they are visiting for a period of no longer than three days in any given seven day period. After three days, the vehicle may be subject to a fine and/or may be removed at the expense of the owner. Anyone requiring a stay greater than three days is to seek the approval of the Building Managers' Office for a longer stay up to a maximum of fourteen days. Hereafter, anyone violating the Visitor Parking regulations will be fined as follows: (Fines are in addition to towing, implemented at the Building Manager's OR Council's discretion.)

First offence	Warning
Second offence	\$ 50
Every offence thereafter	\$100

35.7 Wash bay – The wash-bay has been provided for the convenience of the residents only and is the only area in which residents will be allowed to wash their vehicles. NO rags, containers, or trash of any kind shall be left in this area. All unwanted materials shall be disposed of in garbage bins.

35.8 Tow-away zones – The building has random patrolling by a towing company to ensure that no

cars are parked in fire lanes or areas not designated for parking. Residents should be aware that Management has no prior knowledge of cars being towed as a result of random patrolling.

35.9 A bike room is available to residents. Keys are available at the Site Office for the bike room. A deposit of \$25 is required and is refundable when the key is returned.

36.0 **MOVE IN / MOVE OUT AND RENTALS**

36.1 All moves must take place after 8:00 AM and are to be completed no later than 8:00 PM. **All move-ins and move-outs must be scheduled with the Building Manager.** Elevators must be reserved a MINIMUM ONE WEEK in advance. Failure to comply will result in a fine being levied against the strata lot as per bylaw 24.1. All bookings are given on a first come, first serve basis.

36.2 At no time shall belongings be left unattended in the lobby or in any common area. Nor shall access or egress be blocked. Failure to do so will result in a fine being levied against the strata lot as per bylaw 24.1.

36.3 All furniture or deliveries/acquisitions/disposals requiring more than ONE trip in an elevator must be scheduled with the Building Manager. No move in/out fee will be collected.

36.4 All owners or tenants are subject to move in/out charge of \$100 **each** if the move is to take place during regular business hours and days. (Monday – Friday 8:00 AM – 5:00 PM). Without limiting bylaw 36.1, any move scheduled to take place in full or in part after business hours or on weekends or statutory holidays will have a move in/out charge of \$150 **each**. Payments are due and payable to the strata corporation prior to move commencing. Failure to comply will result in a fine being levied against the strata lot as per bylaw 24.1.

36.5 A damage deposit of \$200 in the form of a cheque made payable to The Owners, Strata Plan NW 2364 must be given to the Building Manager when booking the elevators.

36.6 The Building Manager(s), on behalf of the strata council and the moving party, will make a before and after inspection of the area through which the move will take place. (Form 36.) Without limiting any other right or remedy of the strata corporation, if damage has occurred as a result of that move the cost of repairs shall be assessed to the individual strata lot owner in addition to the move in/out fee if the security deposit is not sufficient. If there is found to be no damage to any common property resulting from the move, the cheque for the security deposit will be returned, uncashed.

36.7 Movement of furniture – Residents must ensure that during the moving of heavy furniture across floors, in halls, stairs, lobbies, elevators, or other common areas, they avoid damages to said property. No furniture is to be moved via balcony without strata Council's written approval.

36.8 In order to maintain security, during the move all lobby doors must be closed and locked when unattended. Failure to do so will result in a fine being levied against the strata lot as per bylaw 24.1.

36.9 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.

36.10 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant, in accordance with Section 146 of

the Act.

36.11 As per bylaw 24.1 fines will be levied against any owner who fails to provide the Form K – Notice of Tenant’s Responsibilities within 2 weeks of occupancy of a strata lot by the tenant. This amount will become immediately due and payable and will be assessed to the owner’s strata fee account and become a part thereof.

36.12 For the purposes of this bylaw, any change in tenancy or residency is considered a move in/out.

36.13 An owner must conform and ensure any tenants conform to the Move in and Move out rules established by the strata council and/or bylaws.

37.0 **SELLING OF STRATA LOTS**

37.1 Open houses are permitted. Entrance doors must not be blocked open at any time. “For Sale” signs and “Open House” signs can be only posted on a single signpost designated by the strata council for such purpose and must be installed and removed by the Real Estate Agent. The strata lot owner or the owner’s agent must accompany each prospective purchaser to and from the front entrance doors.

38.0 **PETS**

38.1 An owner, tenant or occupant shall be allowed to keep up to 190 litres (50 US gallons) of fish tanks, 3 birds or up to 2 domestic cats as pets within the boundaries of their strata lot, providing that these pets do not cause a nuisance or disturb any other residents within the building.

38.2 No owner, tenant or occupant will keep any pets in a strata lot other than those permitted pursuant to bylaw 38.1

38.3 Without limiting the generality of bylaw 38.2, no owner, tenant or occupant will at any time keep a rodent or reptile in a strata lot, including but not limited to ferrets, mice, rats, gerbils, hamsters, guinea pigs, snakes and turtles.

38.4 Immediately upon bringing a pet into a strata lot, an owner, occupant or tenant shall give written notice to the strata council of:

- (a) the name, weight, breed, colour, and sex of the pet;
- (b) the strata lot number;
- (c) the license number of the pet; and
- (d) the name and phone number of the person who is primarily responsible for the pet.

38.5 ALL PETS MUST BE LEASHED OR CAGED AND CARRIED THROUGH ALL COMMON AREAS WHEN ENTERING OR EXITING THE BUILDING.

38.6 All pets inside the building must be controlled so as to prevent fouling of common property. Any damage caused by fouling of the common property will be repaired at strata lot owner’s expense. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.

38.7 If a resident has a pet which is, in the opinion of the strata council is:

- (a) being kept in contravention of this bylaw; or
- (b) a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment of a strata lot, common property or common assets by residents or visitors,

the strata council may order such pet to be removed permanently from the strata lot. Without limiting the rights and remedies of the strata corporation, the strata corporation may fine an owner pursuant to bylaw 24.1 if the owner fails to remove the pet within seven days of receiving written notice pursuant to this bylaw 38.7.

38.8 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No birdhouses, feeders of any kind are permitted to be kept on balconies, strata lots, and common property or land that is a common asset.

38.9 Residents who wish to express a complaint to the strata council about any pet or its owner must do so in writing. Complaints should be specific as to the violation, dates and times, and whenever possible, contain witness verification. Video evidence can be used in place of a personal witness only if the time and date of the violation that happened on camera is known. Trolling for violations is not permitted.

38.10 Residents are responsible for their visitor's pet(s) and must abide by these laws.

39.0 **LIMITING EXPENDITURES OF COUNCIL**

39.1 Subject to bylaw 39.3 below, if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the strata corporation may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or now, that were made pursuant to this bylaw 39.1 in the same fiscal year, is less than:

- (a) \$6,000; or
- (b) 5% of the total contribution to the operating fund for the current year; whichever is less.

39.2 If the strata Corporation makes an expenditure under bylaw 39.1 above, the strata corporation must inform owners as soon as feasible.

39.3 Notwithstanding bylaw 39.1 above, the strata corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

40.0 **LAUNDRY ROOM**

40.1 The laundry room is open from 6:00 a.m. to 11:00 p.m. Residents are responsible for leaving laundry rooms in clean condition. Lint traps and spilled soap must be cleaned. The machines are not to be left with clothes in them after the washing or drying cycles are completed and must be cleaned after

use.

41.0 **INSURANCE**

41.1 In this bylaw 41.0, the following terms will have the following meanings:

- (a) **"Deductible"** means the cost of the deductible portion of a claim on the Insurance Coverage, which was paid by the strata corporation;
- (b) **"Insurance Costs"** means all premiums and other amounts which the strata corporation pays with respect to the Insurance Coverage;
- (c) **"Insurance Coverage"** means the property insurance which the strata corporation obtains and maintains at all material times in accordance with the requirements of the Act in respect of the Insured Property;
- (d) **"Insured Property"** means property for which the strata corporation is obligated to maintain insurance pursuant to the Act;

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

41.3 Where an owner or his, her or its Guests are responsible for an increase in the Insurance Costs, the owner shall pay to the strata corporation, in addition to any fine otherwise levied or payable pursuant to the bylaws the amount of the increase in the Insurance Costs.

41.4 Where an owner (the "Responsible Owner") or an owner's Guests are responsible for loss or damage to Insured Property (the "Damage") the strata corporation may:

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

41.5 Within 30 days of receipt of the notice referred to in bylaw 41.4(c), the Responsible Owner shall pay to the strata corporation the lesser of:

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

41.6 Each owner of a strata lot is solely responsible for all forms of property and liability insurance on his or her strata lot and all or any fixtures, contents, or improvements therein and thereto against perils not insured by the strata corporation, for amounts in excess of amounts insured by the strata corporation, and for whatever is not covered by the insurance policies of the strata corporation.

41.7 An owner may apply to the strata council in writing for a copy of any insurance policies effected by the strata corporation, and the receipts for the most recent premiums, and the strata council shall produce a copy thereof to the applicant within 2 weeks of receiving the application.

42.0 **CHRISTMAS TREES**

42.1 Cut Christmas trees are not permitted within the strata lot.

43.0 **ENTERING BUILDINGS**

43.1 Upon entering or leaving the buildings, owners, residents or occupants must ensure that they do not allow unknown people to enter the building. They can be directed/suggested to contact whom they wish to see through the enterphone. A secure living environment can only be attained if all residents participate and look out for each other.

43.2 Owners must advise residents and visitors that surveillance cameras are installed in the common areas of the buildings to monitor public access to the strata corporation for the safety of the owners, residents and visitors.

44.0 **STORAGE**

44.1 A resident must store bicycles only in the locked bicycle storage area on P3, in their storage locker or on their balcony.

44.2 A resident is not permitted to enter or exit the building through the lobby or the amenity areas with a bicycle. Bicycles may only enter or exit through the underground parkade area.

44.3 Residents may receive an assignment of exclusive use of space in the bicycle storage area, space permitting, from the building managers.

44.4 A resident's bicycles locked or unlocked are not permitted to be kept in any common areas except pursuant to bylaws 44.1 and 44.3 .

44.5 A resident must not store or keep illegal, combustible, hazardous or flammable substances including an empty or full propane tank in any parking stall, or other areas of the parkade, or in a storage locker.

44.6 A resident is not permitted to keep perishable food items in storage lockers.

44.7 A resident is not permitted to use the common property storage lockers located in the underground parkade for the making of wine, beer or any distilled liquor.

44.8 All storage lockers are to be kept locked and secured at all times regardless of whether they are being used or not.

45.0 **MONITORING DEVICES**

45.1 In this bylaw 45.0, the following terms shall have the following meanings:

(a) **"Monitoring Devices"** means video cameras, digital cameras, or other similar recording devices and monitors;

(b) **"Premises"** means inclusively any and all strata lots, common property, Limited common property, and land that is a Common Asset;

45.2 The strata corporation may install and maintain Monitoring Devices on the common property or land that is a Common Asset for surveillance and monitoring purposes, including:

- (a) Being alerted to the presence of trespassers on the Premises;
- (b) Preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance, or damage caused by any Person on the Premises; and
- (c) Ensuring compliance with the Act, Regulations, bylaws, and rules by owners, tenants, occupants and Invitees.

45.3 No owner, tenant, occupant or Invitee shall do anything to damage or interfere with any Monitoring Devices on the Premises.