



# BYLAWS

## Strata Plan VAS 2341 The Emerald

Attached are the Bylaws of Strata Plan VAS 2341. For legal purposes please obtain a true copy as registered at the Land Title Office.

Last amended: April 19, 2016

Registration #: CA5545809

*Note: Please keep in a safe place. There is a charge for additional copies.*

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BYLAWS  
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# STRATA PLAN VAS 2341 – THE EMERALD BYLAWS

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## 1.0 DEFINITIONS

- 1.1 “**Act**” means the *Strata Property Act* [S.B.C.] c.43 as amended or replaced from time to time;
- 1.2 “**Bicycle Room**” means the Common Property on the basement floor shown on the Strata Plan as “bicycle room”;
- 1.3 “**Bylaws**” means the Bylaws of the Strata Corporation;
- 1.4 “**Common Asset**” has the meaning ascribed to it in the Act;
- 1.5 “**Common Property**” has the meaning ascribed to it in the Act;
- 1.6 “**Common Expenses**” has the meaning ascribed to it in the Act;
- 1.7 “**Deductible**” means the cost of the deductible portion of a claim on the Insurance Coverage, which was paid by the Strata Corporation;
- 1.8 “**Dispute Resolution Committee**” means:
- (a) one Owner or Tenant nominated by each of the parties involved in a dispute; and one Owner or Tenant chosen by the Persons nominated to chair the Dispute Resolution Committee; or
  - (b) any number of Persons consented to, or chosen by a method that is consented to, by all of the parties involved in a dispute.
- 1.9 “**Entry Infraction**” includes the following circumstances:
- (a) where an Owner, or an Owner's Tenant or Occupant denies, impedes, or interferes with access to a Strata Lot in contravention of Bylaw 15.1(a); or
  - (b) where an Owner, or an Owner's Tenant or Occupant denies, impedes, or interferes with access to a Strata Lot in contravention of Bylaw 15.1(b), and such contravention continues for 7 days following notice of such contravention by the Strata Corporation to the Owner.
- 1.10 “**Family Member**” means:
- (a) the Spouse of an Owner;
  - (b) a parent or child of an Owner; or
  - (c) a parent or child of a Spouse of an Owner;
- 1.11 “**Forcible Entry**” means any right or action of the Strata Corporation in accordance with Bylaw 15.4;
- 1.12 “**Forcible Entry Costs**” means all costs incurred by the Strata Corporation in exercising its rights pursuant to Bylaw 15.4, such costs to include but not be limited to:

- (a) all costs to retain trades people, including but not limited to bailiff and locksmith fees and charges;
  - (b) all costs to restore the Premises to the condition that existed prior to the Forcible Entry; and
  - (c) all legal fees and disbursements on a solicitor and own client basis incurred in connection with any court proceedings;
- 1.13 **“Guests”** means any persons for whom the Owner is, at law responsible, including without limiting the generality of the foregoing, the Owner’s Occupant, Tenant, or Invitee;
- 1.14 **“Human Rights Code”** means the *Human Rights Code* [R.S.B.C. 1996] c.210;
- 1.15 **“Invitee”** means a Person who enters the Premises at the invitation of an Owner, Tenant, or Occupant;
- 1.16 **“Insurance Costs”** means all premiums and other amounts which the Strata Corporation pays with respect to the Insurance Coverage;
- 1.17 **“Insurance Coverage”** means the property insurance which the Strata Corporation obtains and maintains at all material times in accordance with the requirements of the Act in respect of the Insured Property;
- 1.18 **“Insured Property”** means property for which the Strata Corporation is obligated to maintain insurance pursuant to the Act;
- 1.19 **“Limited Common Property”** means Common Property designated for the exclusive use of the Owners of one or more Strata Lots;
- 1.20 **“Occupant”** means a Person, other than an Owner or Tenant, who occupies a Strata Lot;
- 1.21 **“Owner”** means the person shown in the register of a land title office as the owner of a freehold estate in a Strata Lot in the Strata Plan, whether entitled to it in the person’s own right or in a representative capacity;
- 1.22 **“Person”** is to be broadly interpreted and includes without limiting the generality of the foregoing, males, females, adults, children, individuals, corporations, partnerships, and unincorporated organizations;
- 1.23 **“Premises”** means inclusively any and all Strata Lots, Common Property, Limited Common Property, and land that is a Common Asset;
- 1.24 **“Regulations”** means the *Strata Property Regulation*, B.C. Reg. 43/2000 as amended or replaced from time to time;
- 1.25 **“Rental Consent”** means written consent from the Strata Corporation to rent a Strata Lot;
- 1.26 **“Rental Waiting List”** means a waiting list to be administered by the Strata Council in accordance with Bylaw 40.4;
- 1.27 **“Roof Garden”** means the Common Property on the third floor, shown on the Strata Plan as “roof garden”;
- 1.28 **“Rules”** has the meaning ascribed to it in the Act;
- 1.29 **“Permitted Occupant”** means:

- (a) an Owner;
  - (b) a Family Member of an Owner; or
  - (c) a Tenant approved by the Strata Council in accordance with Bylaw 40.0;
- 1.30 “**Special Levy**” means a special levy approved in accordance with the Act;
- 1.31 “**Spouse of an Owner**” means a person who:
- (a) is married to an Owner; or
  - (b) is living and cohabiting with an Owner in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, and has lived and cohabited in that relationship for a period of at least 2 years;
- 1.32 “**Strata Corporation**” means the strata corporation formed by deposit of the Strata Plan;
- 1.33 “**Strata Council**” means the duly elected Strata Council of the Strata Corporation;
- 1.34 “**Strata Lot**” means a lot shown on the Strata Plan;
- 1.35 “**Strata Plan**” means Strata Plan VAS 2341;
- 1.36 “**Tenant**” has the meaning ascribed to it in the Act.
- 2.0 **APPLICATION**
- 2.1 The Bylaws apply to every Strata Lot and to every Owner, Occupant, and Tenant.
- 2.2 The Bylaws are unenforceable to the extent that they contravene the Act, the Regulations, the Human Rights Code or any other enactment or law.
- 3.0 **STRATA FEES AND SPECIAL LEVIES**
- 3.1 An Owner shall:
- (a) pay strata fees on or before the 1st day of the month to which the strata fees relate; and
  - (b) pay all Special Levies in accordance with the resolution approving such Special Levy in accordance with the Act.
- 3.2 At each Annual General Meeting the Strata Corporation shall prepare an annual budget for the following 12 month period and all Owners shall pay strata fees in accordance with their unit entitlement.
- 3.3 Prior to the 1st day of the last month of the fiscal year the Strata Corporation shall cause to be prepared a budget setting out by categories its best estimate of the common expenses of the Strata Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements.
- 3.4 Prior to the 15th day of the last month of each fiscal year the Strata Corporation shall mail to each Owner a copy of the proposed budget for the ensuing calendar year together with a notice of the Owner’s annual strata fees.
- 3.5 The Owner’s annual strata fees shall be payable to the Strata Corporation, or to any other persons, firm or Corporation to whom the Strata Corporation shall direct payment to be made

from time to time, in twelve (12) equal monthly instalments, in advance, commencing on the 1st day of the fiscal year.

- 3.6 Within seven (7) days following written application therefore by the Owner, the Strata Corporation shall furnish to the Owner a statement setting forth as of its due date the amount of any unpaid assessments then due from such Owner.
- 3.7 Overdue strata fees and Special Levies shall bear interest at a rate of 10% per annum, compounded annually, not in advance, from the date when due until the date when paid.
- 3.8 Without limiting any other right or remedy of the Strata Corporation, the Strata Corporation may charge a fine of \$50 each time an Owner fails to pay strata fees in accordance with Bylaw 3.1(a) or a Special Levy in accordance with Bylaw 3.1(b).

4.0 **MAINTENANCE AND REPAIR**

- 4.1 An Owner shall repair and maintain the Owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under the Act, the Regulations, or the Bylaws.
- 4.2 An Owner shall promptly carry out all work that is ordered by a competent or public or local authority in respect of his, her or its Strata Lot and shall be responsible for all costs associated therewith.
- 4.3 An Owner shall promptly pay all rates, taxes, charges, utilities expenses and other similar costs with respect to his, her, or its Strata Lot.
- 4.4 An Owner shall promptly clear all leaves, moss, algae, snow, ice, slush and other similar substances from all Limited Common Property for the exclusive use of that Owner.
- 4.5 An Owner who has the use of Limited Common Property shall repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under Bylaw 4.6(c).
- 4.6 The Strata Corporation shall repair and maintain the following:
- (a) Common Assets;
  - (b) Common Property that has not been designated as Limited Common Property;
  - (c) Limited Common Property, but the duty to repair and maintain it is restricted to:
    - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year; and
    - (ii) the following, no matter how often the repair or maintenance readily occurs:
      - (A) the structural components of the building;
      - (B) the exterior of the building;
      - (C) chimneys, stairs, balconies, and other things attached to the exterior of the building;
      - (D) doors, windows and skylights on the exterior of the building or that front on the Common Property; and
      - (E) fences, railings and similar structures that enclose patios, balconies and yards.

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

**5.0 USE**

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

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

5.2 Without limiting the generality of Bylaw 5.1(b), no Owner, Tenant, or Occupant shall do anything or permit anything to be done which causes noise to be heard on the Common Property, land held in the name of the Strata Corporation, or in another Strata Lot between the hours of 10:00 p.m. and 8:00 a.m., including without limiting the generality of the foregoing:

- (a) noise resulting from Persons loitering on the Premises or using the Premises to enter or exit a Strata Lot;
- (b) noise from televisions, stereos, radios, musical instruments, amplifiers, and sound reproduction equipment; and
- (c) noise from appliances, including washers, dryers, dishwashers, and garburators.

5.3 No Owner, Tenant, Occupant or Invitee shall:

- (a) trespass on a part of the Premises to which another Owner, Tenant or Occupant is entitled exclusive use;



- (b) obstruct or use the entrances, hallways, stairs or walkways of the Premises for any purpose other than entering or exiting a Strata Lot.
- 5.4 No Owner, Tenant, Occupant or Invitee shall use for storage any part of the Premises, except for their own Strata Lot and storage locker, if any.
- 5.5 Without limiting the generality of Bylaw 5.4, no Owner, Tenant, Occupant or Invitee shall leave or store any personal property of the Roof Garden.
- 5.6 An Owner, Tenant, or Occupant shall take all steps as are necessary to safeguard any personal property stored on Common Property, including in storage lockers and bike storage areas. The Strata Corporation is not responsible for loss, damage, or theft of such personal property.
- 5.7 No Owner, Tenant, or Occupant shall use a Strata Lot for commercial or professional purposes, except for a home office which is licensed in accordance with applicable zoning bylaws.
- 5.8 An Owner shall cause his, her or its Guests to comply with the Bylaws.
- 5.9 An Owner shall cause a fireplace located in a Strata Lot to be maintained in a good, safe, and working condition at all times. Without limiting the generality of the foregoing an Owner will cause a fireplace to be cleaned and inspected by a professional fireplace contractor once in every calendar year.
- 5.10 No Owner, Tenant, Occupant or Invitee shall place or leave a doormat in front of the door of a Strata Lot.
- 5.11 No Owner, Tenant, Occupant, or Invitee shall install in a Strata Lot any window covering which appears from the exterior of the Strata Lot to be any colour other than white, cream, or light beige.
- 5.12 No Owner, Tenant, Occupant, or Invitee shall keep or store a bicycle on any part of the Premises other than in the Bicycle Room.
- 6.0 **MAXIMUM OCCUPANCY**
- 6.1 No Owner shall cause or permit:
  - (a) more than 3 Persons to reside in a bachelor suite or one-bedroom suite; or
  - (b) more than 4 Persons to reside in a two-bedroom suite or two-bedroom suite and den.
- 7.0 **SMOKING**
- 7.1 Without limiting the generality of Bylaw 5.1, no Owner, Tenant, Occupant, or Invitee shall smoke or hold a lighted cigarette, cigar, pipe, or other substance:
  - (a) on any part of the Premises, including without limiting the generality of the foregoing:
    - (i) any part of the Common Property, or land that is a Common Asset, including without limiting the generality of the foregoing, hallways, stairways, walkways, the lobby, storage rooms, the recreation room, the Roof Garden, and the parking garage;
    - (ii) Limited Common Property, including without limiting the generality of the foregoing, balconies, patios and decks; and

- (iii) in a Strata Lot;
- (b) in any manner whatsoever that may:
  - (i) unreasonably interfere with the ability of any Person to use and enjoy the Premises;
  - (ii) cause a nuisance to any Person, including but not limited to nuisance from smoke or odours;
  - (iii) constitute a fire hazard; or
  - (iv) constitute a health risk to any Person, including but not limited to an Owner, Occupant, Tenant, or Visitor.

**8.0 HAZARDS**

- 8.1 No Owner, Tenant, or Occupant shall do anything which may increase the risk of fire on the Premises or the Insurance Costs, or which may invalidate the Insurance Coverage.
- 8.2 Without limiting the generality of Bylaw 8.1, no Owner, Tenant, or Occupant will:
- (a) store or permit to be stored on the Premises coal or any combustible, flammable or hazardous material; or
  - (b) throw matches, cigarettes, or similar substances from a window, door, balcony, or patio or from or on any other part of the Premises.

**9.0 CLEANLINESS**

- 9.1 An Owner shall maintain or cause to be maintained in a good, clean, and sanitary condition his, her or its Strata Lot and any Common Property to which the Owner has exclusive use.
- 9.2 An Owner, Tenant or Occupant shall bag and tie ordinary household refuse and garbage, and deposit it in the Strata Corporation's garbage container. Without limiting the generality of the foregoing, no Owner, Tenant, Occupant or Invitee will throw, pile, deposit or store rubbish, dust, garbage, boxes, packing cases, or similar items on the Premises.
- 9.3 An Owner, Tenant, or Occupant shall place all recyclable household materials in the bins provided by the Strata Corporation for such purpose.
- 9.4 An Owner shall arrange for the disposal of all waste material other than ordinary household garbage and refuse from his, her or its Strata Lot at his, her or its own expense.
- 9.5 Without limiting any other right to remedy of the Strata Corporation, where an Owner, Tenant, or Occupant fails to comply with this Bylaw 9.0, the Strata Corporation may do all such things as are required to remedy such breach and the Owner of the Strata Lot will reimburse the Strata Corporation for all costs to do so immediately upon receipt of notice from the Strata Corporation.

**10.0 PETS AND ANIMALS**

- 10.1 No Owner, Tenant or Occupant shall keep any pet on the Premises except for a cat or a dog consented to by the Strata Council pursuant to this Bylaw 10.0.
- 10.2 An Owner, Tenant or Occupant who proposes to keep a pet in a Strata Lot (the "Proposed Pet") may make a written application to the Strata Council, such application to provide the name, weight, breed, and sex of the Proposed Pet.

- 10.3 The Strata Council will not grant consent pursuant to Section 10.2 unless:
- (a) The Proposed Pet, together with all other pets in the Strata Lot would cause no more than 2 pets to be in the Strata Lot as follows:
    - (i) one dog;
    - (ii) one cat; or
    - (iii) one cat and one dog.
- 10.4 Within 30 days of a request from an Owner pursuant to Bylaw 10.2, the Strata Council will give written notice to the Owner indicating whether or not the consent has been granted.
- 10.5 An Owner, Tenant, or Occupant who keeps a cat or dog on the Premises shall:
- (a) cause it to be promptly spayed or neutered;
  - (b) at all times keep it under the reasonable control of the Owner, Tenant, or Occupant;
  - (c) not permit it to interfere with or damage the Premises or the use and enjoyment thereof by other Owners, Tenants, or Occupants;
  - (d) at all times ensure that the pet is kept quiet, controlled and clean; and
  - (e) not permit any pet to urinate or defecate on the Common Property or land that is a Common Asset.
- 10.6 An Owner, Tenant, or Occupant who keeps a cat or a dog on the Premises shall cause the pet to be leashed on a leash no less than two metres at all times when on the Common Property or land that is a Common Asset.
- 10.7 Without limiting the generality of Bylaw 10.5(e), an Owner who keep or permits a cat or dog to be kept in a Strata Lot shall immediately pick up and dispose of in a sanitary manner any excrement on Common Property or on land that is a Common Asset.
- 10.8 An Owner who keeps or permits a pet to be kept in their Strata Lot shall be responsible for and shall indemnify and save harmless the Strata Corporation from all actions causes of action, loss, costs, or expenses resulting from the actions of the pet, regardless of whether or not the Owner had knowledge, notice or forewarning of the likelihood of such action.
- 10.9 If in the opinion of the Strata Council acting reasonably, a pet is causing a nuisance or an unreasonable interference with an Owner, Tenant or Occupant's use and enjoyment of the Premises, or if a pet is kept in contravention of this Bylaw 10.0, the Strata Council may give to an Owner written notice that such pet be removed from the Premises.
- 10.10 An Owner shall, within 30 days of receipt of the notice referred to in Bylaw 10.9, cause the pet to be permanently removed from the Premises.
- 10.11 No Owner, Tenant, or Occupant shall feed, or do anything that would attract pests or wild animals anywhere on the Premises, including but not limited to:
- (a) birds, including but not limited to crows, seagulls, and pigeons;
  - (b) rodents, including but not limited to mice and rats;
  - (c) skunks;

(d) raccoons; and

(e) coyotes.

**11.0 INFORM STRATA CORPORATION**

11.1 Within 2 weeks of becoming an Owner, an Owner shall inform the Strata Corporation of his, her or its name, Strata Lot number, and, where applicable, mailing address outside the Strata Plan.

11.2 On request by the Strata Corporation, a Tenant must inform the Strata Corporation of his or her name.

**12.0 DECORATION, IMPROVEMENTS, AND ALTERATIONS**

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

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

12.3 An Owner shall obtain the written approval of the Strata Council before making an alteration or addition or doing a renovation or other work on or to the Premises (the "Work") that involves any of the following:

(a) the structural components of the building;

(b) the exterior of the building;

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

(d) doors or windows on the exterior of the building, or that front on the Common Property;

(e) fences, railings or similar structures that enclose a patio, balcony or yard;

(f) Common Property located within the boundaries of a Strata Lot;

(g) those parts of a Strata Lot which the Strata Corporation is required to insure; or

(h) Common Property, Common Assets or Limited Common Property.

12.4 Any Owner making application to the Strata Council pursuant to Bylaw 12.3 shall provide to the Strata Council:

(a) detailed plans and a written description of the Work; and

(b) any other materials or information reasonably requested by the Strata Council.

12.5 The Strata Corporation must not unreasonably withhold its approval under Bylaw 12.3 but may require, as a condition of such approval that the Owner agree, in writing, to certain terms and conditions, including but not limited to the obligation of the Owner to do the following:

(a) obtain all permits and approvals required in connection with the Work;

- (b) provide to the Strata Council copies of all permits, proofs, designs, plans, documents, materials or other information related to or in connection with the Work (the “Designs and Plans”);
- (c) do or cause the Work to be done only in strict accordance with the Designs and Plans approved by the Strata Council (the “Approved Designs and Plans”);
- (d) where required by the Strata Corporation, at the sole cost of the Owner, obtain and provide to the Strata Corporation a written report from a Professional Engineer confirming that the Work has been completed in accordance with the Approved Designs and Plans;
- (e) pay for all costs and expenses directly or indirectly relating to the Work, including but not limited to the cost of all labour, work and materials;
- (f) pay for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the Strata Corporation as a direct or indirect result of the Work, whether or not such maintenance, repairs, or replacement are connected to or resulting from repairs for which the Strata Corporation is responsible;
- (g) obtain and maintain third party liability insurance with coverage in such amount as is reasonable in the circumstances and as may be specified by the Strata Corporation in writing from time to time;
- (h) ensure that contractors and subcontractors hired in connection with the Work obtain and maintain coverage with Worksafe BC and comply with the provisions of the *Workers Compensation Act*;
- (i) provide to the Strata Council proof of the coverage referred to in 12.5(g) and 12.5(h) immediately upon request, and in any event prior to commencing the Work;
- (j) not permit, do or cause anything to be done that may cause a lien, certificate of pending litigation, judgment, or other charge in respect of the Work (the “Charge”) to be registered against the Strata Lot;
- (k) without limiting the generality of section 12.5(j), if a Charge should for any reason be filed in respect of the Work, take all necessary steps to have the Charge cancelled and discharged within 15 days of the date the Owner or the Owner’s Tenant has knowledge of such filing;
- (l) observe and comply with all laws, ordinances, regulations, or requirements of any federal, provincial, municipal, or other authority related to the Work;
- (m) upon selling or transferring the Strata Lot, ensure that the transferee executes an agreement with the Strata Corporation respecting the Work, in the same form as this Agreement;
- (n) at all times comply with the Act and its Regulations;
- (o) at all times comply with the Bylaws of the Strata Corporation.
- (p) indemnify and save harmless the Strata Corporation for any action, damages, costs, loss or expense of whatever kind which the Strata Corporation may sustain in connection with the Work; and
- (q) any other terms that the Strata Corporation may reasonably require.

- 12.6 In performing alterations or renovations, an Owner shall:
- (a) ensure that contractors hired by him or her comply with and do all such things as are required to comply with workers' compensation legislation;
  - (b) carry third party liability insurance with coverage in such amount as may be specified by the Strata Corporation in writing;
  - (c) comply with all applicable laws;
  - (d) obtain all required permits;
  - (e) comply with the Bylaws, including without limiting the generality of the forgoing, Bylaw 32.3; and
  - (f) comply with all of the obligations set out in Bylaw 12.5.
- 12.7 An Owner shall, at the end of each day while alterations or renovations are being performed:
- (a) clear any debris from and clean any Common Property or land that is a Common Asset affected by the Work; and
  - (b) fix any damage to Common Property or land that is a Common Asset resulting from the Work;
- 12.8 An Owner shall not permit alterations to be performed on the Premises between the hours of 9:00 p.m. and 8:00 a.m.
- 12.9 Where an Owner does not comply with Bylaw 12.7, the Strata Corporation may do all such things as are required to remedy the breach, and the Owner shall immediately upon notice from the Strata Corporation pay to the Strata Corporation all of its costs to do so.
- 12.10 Where an Owner makes any alteration or addition to the Premises or performs the Work in contravention of this Bylaw 12.0, the Strata Corporation shall be entitled to do all things as are necessary to restore the Premises to its original condition, and the Owner shall immediately upon receipt of notice from the Strata Corporation reimburse the Strata Corporation for such costs.
- 12.11 The Schedule of Indemnity Agreements attached hereto as Schedule A, denoting those strata lots whose alterations to the Premises are subject to a registered Indemnity Agreement, is and forms part of these Bylaws.
- 13.0 **SIGNS**
- 13.1 Except in accordance with Bylaw 42.3 no Owner, Tenant, or Occupant shall display signs or advertisements of any kind on the Premises.
- 14.0 **PATIOS, DECKS, BALCONIES**
- 14.1 No Owner, Tenant or Occupant shall place or store on his, her or its balcony, deck, or patio any goods, chattels, laundry, or other objects, which are visible from any part of the Premises other than the Strata Lot, provided that an Owner, Tenant, or Occupant may place the following on his her or its balcony, deck, or patio:
- (a) free standing, self contained planter boxes;
  - (b) patio furniture; and

- (c) a barbecue, in accordance with Bylaw 14.2.
- 14.2 No Owner, Tenant, Occupant, or Invitee shall use a barbecue anywhere on the Premises unless:
- (a) the barbecue is used and maintained in a safe manner and in accordance with the manufacturer's recommendations; and
  - (b) the barbecue is gas or electric.
- 14.3 An Owner, Tenant or Occupant shall cause a drain on a balcony, deck, or patio to at all times be clear of any debris or other objects.
- 15.0 **ENTRY**
- 15.1 An Owner, Tenant, Occupant, or Invitee shall allow a Person authorized by the Strata Corporation to enter a Strata Lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
  - (b) at a reasonable time, on 48 hours' written notice, to:
    - (i) inspect, repair or maintain Common Property, Common Assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under the Bylaws or the Act; or
    - (ii) ensure compliance with the Act and the Bylaws.
- 15.2 The notice referred to in Bylaw 15.1(b) above shall include the date, approximate time of entry, and reason for entry.
- 15.3 Any notice permitted or required pursuant to this Bylaw 15.0 shall be given in accordance with Section 61 of the Act.
- 15.4 Without limiting the rights of the Strata Corporation pursuant to the Bylaws, the Act, the Regulations, or at law, if an Owner, Tenant, Occupant or Invitee should commit an Entry Infraction, the Strata Corporation may do any of the following without further notice to the Owner, Tenant, Occupant, or Invitee:
- (a) use such reasonable force and assistance as the Strata Corporation may deem advisable in order to enter the Strata Lot, and in doing so neither the Strata Corporation or the Strata Council nor their agents will be liable for any costs, damages, actions, or claims whatsoever, including but not limited to:
    - (i) property damage;
    - (ii) damage sustained by any Person, including without limiting the generality of the foregoing, an Owner, Tenant, Occupant, or Invitee; or
    - (iii) an action for trespass;with respect to the Forcible Entry, and without limiting the generality of the foregoing, the Strata Corporation shall have no obligation to restore the Strata Lot;
  - (b) apply to a court of competent jurisdiction for any relief by way of order, injunction, decree or otherwise that may be appropriate to protect the interests of the Strata Corporation.

- 15.5 An Owner shall immediately upon notice from the Strata Corporation, deliver to the Strata Corporation the Forcible Entry Costs applicable to a Forcible Entry to that Owner's Strata Lot, whether or not such Forcible Entry resulted from a breach by the Owner, or the Owner's Occupant, Tenant, or Invitee.
- 15.6 Without limiting the generality of Bylaw 15.5 an Owner shall indemnify and save harmless the Strata Corporation from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind which the Strata Corporation may sustain, incur, or be put to by reason of or arising out of:
- (a) Forcible Entry; or
  - (b) an Entry Infraction.
- 16.0 **STRATA COUNCIL SIZE**
- 16.1 The Strata Council shall consist of not less than three nor more than seven Owners and shall be elected at each Annual General Meeting.
- 17.0 **COUNCIL MEMBERS' TERMS**
- 17.1 The term of office of a Council member ends at the end of the Annual General Meeting at which the new Council is elected.
- 17.2 A person whose term as Council member is ending is eligible for reelection.
- 18.0 **REMOVING COUNCIL MEMBER**
- 18.1 The Strata Corporation may, by a resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more Council members.
- 18.2 After removing a Council member, the Strata Corporation may hold an election at the same annual or Special General Meeting to replace the Council member for the remainder of the term.
- 19.0 **VACANCIES**
- 19.1 The office of a member of the Strata Council shall be vacated if the member:
- (a) by notice in writing to the Strata Council resigns his or her office;
  - (b) ceases to be an Owner;
  - (c) is eligible to be liened;
  - (d) becomes of unsound mind; or
  - (e) is in contravention of any Bylaw for a period exceeding 30 days.
- 20.0 **REPLACING COUNCIL MEMBER**
- 20.1 If a Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
- 20.2 A replacement Council member may be appointed from any person eligible to sit on the Council.



20.3 The Council may appoint a Council member under this section even if the absence of the member being replaced leaves the Council without a quorum.

20.4 If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the Strata Corporation's votes may hold a Special General Meeting to elect a new Council by complying with the provisions of the Act, the regulations and the Bylaws respecting the calling and holding of meetings.

**21.0 OFFICERS**

21.1 At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a President, a Vice-President, a Secretary and a Treasurer.

21.2 A person may hold more than one office at a time, other than the offices of President and Vice-President.

21.3 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.

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

**22.0 CALLING COUNCIL MEETINGS**

22.1 The Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit subject to any provisions of the Act.

22.2 Any Council member may call a Council meeting by giving the other Council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

22.3 The notice does not have to be in writing.

22.4 A 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.

22.5 The Strata Council must inform Owners about a Strata Council meeting as soon as feasible after the meeting has been called.

22.6 The Strata Council may hold in-camera sessions where matters dealing with legal issues, personnel, or interpersonal issues are discussed.

**23.0 REQUISITION OF STRATA COUNCIL HEARING**

- 23.1 By application in writing, stating the reason for the request, an Owner or Tenant may request a hearing at a Strata Council meeting.
- 23.2 If a hearing is requested under subsection (1), the Strata Council must hold a meeting to hear the applicant within one month of the request.
- 23.3 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.

**24.0 QUORUM OF STRATA COUNCIL**

- 24.1 A quorum of the Strata Council is 2 where the Strata Council consists of 4 or less members, 3 where the Strata Council consists of 5 or 6 members, and 4 where it consists of 7 members.
- 24.2 Strata Council members must be present in person at the Strata Council meeting to be counted in establishing a quorum.
- 24.3 Any Strata Council member having a duality of interest or possible conflict of interest on any matter shall not vote or use his or her personal influence on the matter and he or she shall not be counted in determining the quorum for the meeting. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting and the quorum situation.

**25.0 STRATA COUNCIL MEETINGS**

- 25.1 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.
- 25.2 If a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.
- 25.3 Owners may attend Strata Council meetings as observers, providing they notify the President at least 24 hours in advance of the meeting.
- 25.4 Despite Bylaw 25.3, 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 hearing under section 144 of the Act; or
  - (c) any other matters if the presence of the observers would, in the Strata Council's opinion, unreasonably interfere with an individual's privacy.

**26.0 VOTING AT STRATA COUNCIL MEETINGS**

- 26.1 At Strata Council meetings, decisions must be made by a majority of Strata Council members present in person at the meeting.
- 26.2 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.
- 26.3 The results of all votes at a Strata Council meeting must be recorded in the Strata Council meeting minutes.

**27.0 STRATA COUNCIL TO INFORM OWNERS OF MINUTES**

27.1 The minutes of the Strata Council and General Meetings will be made available within 30 days of the date of the meeting.

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

28.1 Subject to Bylaws 28.2, 28.3, and 28.4, 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.

28.2 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 subsection 28.3.

28.3 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.

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

- (a) whether a person should be fined, and the amount of the fine;
- (b) whether a person should be denied access to a portion of the common property; or
- (c) whether a person should be exempted from the rental limitation as set out in Bylaw 41.0.

**29.0 SPENDING RESTRICTIONS**

29.1 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.

29.2 Despite subsection 29.1, the 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.

29.3 The maximum amount of unapproved expenditures is established at \$2,000.00 or 10% of the annual operating budget, whichever is the greater.

**30.0 LIMITATION ON LIABILITY OF STRATA COUNCIL MEMBER**

30.1 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.

30.2 Bylaw 30.1 does not affect a Strata Council member's liability, as an Owner, for a judgment against the Strata Corporation.

30.3 The standard of care and conduct for Strata Council members shall be as follows:

- (a) all Strata Council members shall exercise their powers and duties in good faith and in the interest of and with the utmost loyalty to the Strata Corporation and the Owners. All Strata Council members shall comply with all provisions of the Strata Corporation's Bylaws, Rules and Regulations and the provisions of the Act;
- (b) any possible conflict of interest on the part of any Strata Council member shall be disclosed to the other Strata Council members at the first meeting of the Strata Council at which the interested Strata Council member is present after the conflict of interest is or should be discovered. Such disclosure shall be made a matter of record in the minutes of the Strata Council meeting at which the disclosure of the conflict of interest is made;
- (c) any contract or transaction between the Strata Corporation and a Strata Council member must be commercially reasonable to the Strata Corporation at the time it is authorized, ratified, approved or executed;
- (d) any Strata Council member having a duality of interest or possible conflict of interest on any matter shall not vote or use his or her personal influence on the matter and he or she shall not be counted in determining the quorum for the meeting. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting and the amended quorum situation;
- (e) notwithstanding the generality of the foregoing, for purposes of this policy a Strata Council member shall be deemed to be so interested if he or she is a principal, officer or employee or has a financial interest exceeding \$500.00 in the firm; and
- (f) the foregoing requirements shall not be considered as preventing the Strata Council member from briefly stating his or her position in the matter, nor from answering pertinent questions of other Strata Council members since his or her knowledge may be of great assistance.

**31.0 SECURITY**

31.1 No Owner, Tenant, Occupant or Invitee shall:

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

31.2 An Owner shall notify the Strata Council immediately upon the loss by such Owner or his, her or its Occupant, Tenant or Invitee of any keys or remote door openers to Common Property, and that Owner shall be responsible for the cost of rekeying all locks in the Premises if the Strata Council deems such rekeying necessary.

31.3 An Owner, Tenant or Occupant shall report to the Strata Council or to the police the presence of any suspicious Person in or around the Premises.

**32.0 DAMAGE TO PROPERTY**

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

- 32.2 Without limiting the generality of Bylaw 32.1, no Owner, Tenant, Occupant, or Invitee shall do anything which may cause damage to plants, flowers, lawns, or other landscaping on the Premises, and without limiting the generality of the foregoing no Owner, Tenant, Occupant or Invitee shall place chairs, tables, or other objects on the Common Property.
- 32.3 An Owner shall indemnify and save harmless the Strata Corporation from and against any and all manner of actions, causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation legal fees on a solicitor and client basis) which the Strata Corporation may sustain, incur, or be put to by reason of or arising out of:
- (a) damage for which an Owner or his, her, or its Guests are responsible;
  - (b) without limiting the generality of Bylaw 32.3(a), any act or omission of the Owner or his, her or its Guests; or
  - (c) the non-observance or violation by the Owner or his, her or its Guests, of the Act, Regulations, Bylaws, or Rules.
- 33.0 **PARKING**
- 33.1 No Owner, Tenant, Occupant or Invitee shall park a vehicle anywhere on the Premises except in the parking stall assigned to the Strata Lot occupied by such Owner, Tenant or Occupant, as set out in the Schedule of Parking Assignments at Schedule B.
- 33.2 The Strata Corporation may tow a vehicle which is parked in a prohibited area and the owner of such vehicle will be responsible for all costs to tow and impound such vehicle.
- 33.3 No Owner, Tenant, Occupant, or Invitee shall use a parking stall for any purpose other than parking a vehicle, and notwithstanding the generality of the foregoing, no Owner, Tenant, or Occupant shall use a parking stall for storage.
- 33.4 No Owner, Tenant, or Occupant shall park a vehicle in a manner which restricts or limits access to a parking stall, roadway, driveway, walkway, or exit.
- 33.5 Without limiting the generality of Bylaw 33.1, no Owner, Tenant, or Occupant shall park a vehicle in the turn-area in the back alley.
- 33.6 No Owner, Tenant, or Occupant shall permit any person other than an Owner, Tenant, or Occupant to park in a parking stall and without limiting the generality of the foregoing, no Owner, Tenant, or Occupant shall lease or licence a parking stall to any person who is not an Owner, Tenant, or Occupant.
- 33.7 No Owner shall cause or permit an unregistered or uninsured vehicle to be parked on the Premises.
- 33.8 No Owner shall cause or permit a vehicle to leak or drip oil, gasoline, or other fluids onto the Premises.
- 33.9 If an Owner is in breach of Bylaw 33.8:
- (a) such owner shall at the Owner's sole cost and expense within 7 days of receipt of notice from the Strata Corporation, do all such things as are required to return the Premises to the condition that existed prior to the breach; and
  - (b) if an Owner should fail to comply with Bylaw 33.9(a) within the time limit specified in Bylaw 33.9(a), the Strata Corporation shall be entitled to do all such things as are

required to return the Premises to the condition that existed prior to the breach, and the Owner shall immediately provide to the Strata Corporation all of its costs to do so.

**34.0 INSURANCE**

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

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

34.3 Where an Owner (the “Responsible Owner”) or an Owner’s Guests are responsible for loss or damage to Insured Property (the “Damage”) the Strata Corporation may:

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

34.4 Within 30 days of receipt of the notice referred to in Bylaw 34.3(c), the Responsible Owner shall pay to the Strata Corporation the lesser of:

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

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

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

**35.0 ENFORCEMENT OF BYLAWS AND RULES**

35.1 If the Strata Corporation deems a fine to be the most appropriate penalty for an infraction by the Owner or the Owner’s Tenant or Occupant of the Bylaws or Rules, the Strata Corporation may fine an Owner as follows:

- (a) for the contravention of a Bylaw, a fine not to exceed \$200.00 for each contravention;
- (b) for the contravention of a Rule, a fine not to exceed \$50.00 for each contravention; and
- (c) notwithstanding Bylaw 35.1(a), for the contravention of Bylaw 40.0 respecting rentals, a fine in accordance with Bylaw 40.9.

35.2 The fines referred to in Bylaw 35.0 may be levied for every 7 days in which the contravention continues.

**36.0 ANNUAL AND SPECIAL GENERAL MEETINGS – PERSON TO CHAIR MEETING**

36.1 Annual and Special General Meetings must be chaired by the President of the Strata Council.

36.2 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.

36.3 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.

37.0 **ANNUAL AND SPECIAL GENERAL MEETINGS – PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS**

37.1 Tenants and Occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote.

37.2 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.

37.3 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.

38.0 **ANNUAL AND SPECIAL GENERAL MEETING – VOTING**

38.1 At an Annual or Special General Meeting, voting cards must be issued to eligible voters.

38.2 Except for matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien against the Strata Lot pursuant to Section 116 of the Act, the vote for the Strata Lot may not be exercised.

38.3 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.

38.4 If a precise count is requested, the chair must decide whether it will be by a show of voting cards or by roll call, secret ballot or some other method.

38.5 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.

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

38.7 Despite anything in this section, 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.

39.0 **ANNUAL AND SPECIAL GENERAL MEETING – ORDER OF BUSINESS**

39.1 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 the agenda;

- (f) approve minutes from the last Annual or Special General Meeting;
  - (g) deal with unfinished business;
  - (h) receive reports of Strata Council activities and decisions since the previous Annual General Meeting, including reports of committees, if the meeting is an Annual General Meeting;
  - (i) ratify any new rules made by the Strata Corporation under Section 125 of the Act;
  - (j) report on insurance coverage in accordance with Section 154 of the Act, if the meeting is an Annual General Meeting;
  - (k) approve the budget for the coming year in accordance with Section 103 of the Act, if the meeting is an Annual General Meeting;
  - (l) deal with new business, including any matters about which notice has been given under Section 45 of the Act;
  - (m) elect a Strata Council, if the meeting is an Annual General Meeting; and
  - (n) terminate the meeting.
- 39.2 Except for a meeting called pursuant to Section 43 of the Act, If at the appointed time for a General Meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty (30) minutes, whereupon the adjourned meeting shall be reconvened at the same time and place and the persons present, entitled to vote, shall constitute a quorum.
- 39.3 All notices of Annual or Special General Meetings will be sent via mail to the last known address of the Strata Lot Owner.
- 39.4 Unless otherwise specified in the Act, the conduct of all General Meetings of the Strata Corporation shall be governed by Robert’s Rules of Order.
- 40.0 **RENTALS**
- 40.1 No more than 8 Strata Lots may be rented at any one time.
- 40.2 Notwithstanding Bylaw 40.1, as of the date of approval of this Bylaw 40.0, there are 12 Owners who are renting in accordance with a Rental Consent (the “Current Renting Owners”). Notwithstanding any other provision of this Bylaw 40.0, each Current Renting Owner may continue to rent until Bylaw 40.6 applies to that Current Renting Owner.
- 40.3 Except with the Rental Consent, no Owner shall enter into a tenancy agreement, rent, or lease, a Strata Lot.
- 40.4 At the time the Owner makes a written application to the Strata Corporation for Rental Consent:
- (a) if the number of Strata Lots rented is at the limit stated in Bylaw 40.1, excluding exempt Strata Lots pursuant to sections 142, 143 and 144 of the Act, the Strata Corporation shall:
    - (i) refuse to provide the Rental Consent, and notify the Owner in writing of the reason for such refusal; and
    - (ii) place the Owner on the bottom of the Rental Waiting List; or



- (b) if:
- (i) the number of Strata Lots rented is less than the limit referred to in Bylaw 40.1 excluding exempt Strata Lots pursuant to sections 142, 143 and 144 of the Act;
  - (ii) the proposed tenancy is for a duration of no less than 6 months; and
  - (iii) there are no Owners on the Rental Waiting List;
- the Strata Corporation shall grant the Rental Consent.
- 40.5 If no Tenant has occupied the Strata Lot within 2 calendar months of the date that an Owner received the Rental Consent, the Rental Consent shall be deemed revoked, and the Owner shall have no further right to rent the Strata Lot. During the 2 calendar months immediately following the date that an Owner received the Rental Consent, the Strata Lot shall be deemed rented for the purposes of the limit stated in Bylaw 40.1.
- 40.6 At the time that an Owner conveys or transfers a Strata Lot in whole or part or ceases to rent a Strata Lot for any reason:
- (a) the Rental Consent shall be automatically revoked, and the Owner of the Strata Lot shall no longer have the right to rent the Strata Lot; and
  - (b) the Strata Corporation shall grant the Rental Consent to the Owner at the top of the Rental Waiting List.
- 40.7 Prior to possession of a Strata Lot by a Tenant, an Owner must deliver to the Tenant the current Bylaws and Rules, and a Notice of Tenant's Responsibilities in the form required by the Act.
- 40.8 Within two weeks of renting a Strata Lot, an Owner must give the Strata Corporation a copy of the Notice of Tenant's Responsibilities duly signed by the Tenant.
- 40.9 Where an Owner rents a Strata Lot in contravention of this Bylaw 40.0, the Owner shall be subject to a fine of \$500.00 and the Strata Corporation may take all necessary steps to terminate the Owner's agreement with the Tenant, including, but not limited to, seeking a declaration or Court injunction to enforce this Bylaw 40.0. Any legal costs incurred by the Strata Corporation in enforcing this Bylaw 40.0 shall be the responsibility of the contravening Owner and shall be recoverable from the Owner on a solicitor and own client basis by the Strata Corporation.
- 40.10 Notwithstanding this Bylaw 40.0, an Owner may apply in writing to the Strata Council for an exemption pursuant to Section 144 of the Act, provided that if the Strata Corporation grants an exemption it may limit the period of time during which such exemption is applicable.
- 41.0 **RESTRICTION ON USE OF STRATA LOTS**
- 41.1 No Owner shall for any reason permit any person other than a Permitted Occupant to occupy a Strata Lot for any purpose. Without limiting the generality of the foregoing, no Owner, Occupant, or Tenant will grant a license to any person to occupy a strata lot under any of the following arrangements:
- (a) pursuant to a house swap;
  - (b) pursuant to a student exchange;
  - (c) as a house sitter or roommate;
  - (d) as a motel, hotel, inn, hostel, or bed and breakfast or other similar accommodations;

- (e) through any website designed for booking short term accommodations, including but not limited to [www.Airbnb.com](http://www.Airbnb.com), [www.vrbo.com](http://www.vrbo.com) and other similar websites; or
- (f) at a nightly or weekly rate.

**42.0 SALE OF STRATA LOTS & MOVING**

- 42.1 An Owner shall notify the Strata Council in writing upon listing his, her or its Strata Lot for sale, and shall notify the Strata Council immediately upon any change in ownership of that Strata Lot.
- 42.2 An Owner or agent of the Owner shall supervise a prospective purchaser of a Strata Lot at all times while the prospective purchaser is on the Premises.
- 42.3 An Owner or agent of the Owner may with the consent and approval of the Strata Council, place one real estate sign on the Premises in a location designated by the Strata Council from time to time for such purpose.
- 42.4 An Owner, Occupant, or agent of the Owner shall not leave open, hold or prop open, or leave unlocked the entrance doors to the Premises for any reason.
- 42.5 Any damage caused by an Owner, Occupant, Tenant, or his, her or its agents while moving in or out of a Strata Lot shall be the sole responsibility of the Owner of the Strata Lot.
- 42.6 Each time that an Owner, Tenant, or Occupant:
  - (a) moves substantially the whole of his, her or its personal possessions into a Strata Lot but does not move any furniture, the Owner of the Strata Lot will pay to the Strata Corporation a fee of \$50.00; and
  - (b) moves substantially the whole of his, her or its household furnishings and personal possessions into a Strata Lot, the Owner of the Strata Lot will pay to the Strata Corporation a fee of \$100.00.

**43.0 DISPUTES**

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

**44.0 NOTICE AND CONSENT**

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

**45.0 VOLUNTARY DISPUTE RESOLUTION**

- 45.1 A dispute among Owners, Tenants, Occupants or the Strata Corporation or any combination of them may by notice in writing to the Strata Corporation from any of the disputing parties be referred to the Dispute Resolution Committee provided that:
  - (a) all of the parties involved in a dispute consent; and
  - (b) the dispute involves the Act, the Regulations, the Bylaws, or the Rules.
- 45.2 The Dispute Resolution Committee shall attempt to help the parties involved in the dispute to voluntarily end the dispute.

46.0 **SERVERABILITY**

46.1 The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any Bylaw does not affect the validity of the remaining Bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.



**STRATA PLAN VAS 2341 – THE EMERALD**  
**SCHEDULE “B”**  
**SCHEDULE OF PARKING ASSIGNMENTS**

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Strata Lot	Stall Number
1	4
2	5
3	20
4	1
5	2
6	9
7	3
8	6
9	19
10	10
11	13
12	12
13	18
14	14
15	17
16	11
17	15
18	8
19	7
20	16