

# **THE VERSATILE BUILDING**

## **STRATA PLAN EPS 1235**

**111 East 3<sup>rd</sup> Street North Vancouver, B.C. V7L 0C6  
220 - 250 Lonsdale Avenue, North Vancouver, B. C.V7M 2G1**

**Amended March 9, 2015 – Registration #CA4272135  
Amended October 28, 2016 – Registration #CA5610794, CA5610795**

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## **BYLAWS**

### **PART 1 - Separate Sections**

#### **Commercial section**

1.1 The owners of the non-residential strata lots (being strata lots 63-73 (inclusive)) will form a separate section within the strata corporation consisting of the non-residential strata lots in the strata plan and bearing the name “Commercial Section of The Owners, Strata Plan EPS1235” (the “Commercial Section”).

#### **Residential section**

1.2 The owners of all residential strata lots (being strata lots 1-62 (inclusive)) will form a separate section within the strata corporation consisting of all the residential strata lots in the strata plan and bearing the name “Residential Section of The Owners, Strata Plan EPS1235” (the “Residential Section”).

#### **Administration of sections**

- 1.3
- (1) The Residential Section must elect an executive in the manner described in Part 7 of these Bylaws.
  - (2) The Commercial Section must elect an executive in the manner described in Part 8 of these Bylaws.
  - (3) With respect to matters that relate solely to a separate section, each section is a corporation and has the same powers and duties as the strata corporation to enter into contracts in the name of such section, to acquire and dispose of land and other property in the name of or on behalf of such section, and to make and enforce bylaws and rules.
  - (4) Each section may make rules governing the use, safety and condition of the limited common property designated for the exclusive use of such section.
  - (5) Each of the Commercial Section and the Residential Section may obtain insurance only:
    - (a) against perils that are not insured by the strata corporation; or

- (b) for amounts that are in excess of amounts that are insured by the strata corporation.

Each section has the same insurable interest as the Strata Corporation has in property contained within such section.

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

- 1.4 (1) Each of the Commercial Section and the Residential Section are entitled to establish its own operating fund and contingency reserve fund for common expenses of the section, including expenses relating to the limited common property designated for the exclusive use of all the strata lots in such section, such funds to be separately accounted for, with all interest to accrue to the relevant fund, but such funds not necessarily to be deposited to separate accounts.
- (2) The executive of each of the Commercial Section and the Residential Section will prepare an annual budget of section expenses which is to be included as part of the annual budget prepared by the strata corporation for approval at annual general meetings. Such budget will set out by categories its best estimate of the common expenses of the separate section for the next fiscal year. The budget will include a reasonable provision for contingencies and future replacements. The strata fees payable by the owners will include the fees owing to the strata corporation and the fees owing to the owner's separate section.
- (3) Upon receipt each month of strata fees from the owners, the strata corporation will deposit into separate accounts that portion of such fees which is applicable to the strata corporation operating fund, the strata corporation contingency reserve fund, the operating fund of the applicable section and the contingency reserve fund of the applicable section.
- (4) Only authorized signatories for each of the Commercial Section and the Residential Section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for their respective sections.
- (5) Special levies approved by a separate section will be payable by the owners in such section to the strata corporation which will pay such special levy into the operating fund or the contingency reserve of such section, as requested by such section.
- (6) At the request of a separate section, the strata corporation will register a lien against an owner's strata lot if section fees have not been paid to the strata corporation as part of such owner's strata fees or if a special levy approved by a separate section has not been paid by such owner.

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

- 1.5 Each of the Commercial Section and the Residential Section must repair and maintain all of the limited common property appurtenant to such section, but the duty to repair and maintain does not include repair and maintenance of the following (which are the responsibility of the strata corporation as a whole):
  - (1) repair and maintenance that in the ordinary course of events occurs less than once a year;

- (2) the structure of a building;
- (3) the exterior of a building;
- (4) stairs, patios, balconies, decks and roof decks and other things attached to the exterior of the building; and
- (5) doors, windows or skylights on the exterior of the building or that front on the common property.

## **PART 2 - Duties of Owners of all Strata Lots, Tenants, Occupants and Visitors**

### **Payment of strata fees**

- 2.1 (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the strata corporation and the fees owing to the owner's separate section as set out in the approved budget.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50 for each month or portion thereof.
- (3) Any payments made by an owner will first be applied to the payment of outstanding interest, fines and special levies, and secondly to the payment of outstanding strata fees.

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

- 2.2 (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) 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.

### **Use of property**

- 2.3 (1) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must not use his or her strata lot or the common property and common assets in a manner that:
  - (a) causes a nuisance, disturbance or hazard to another person;
  - (b) causes unreasonable or repetitive 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
  - (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.
- (2) An owner, tenant, occupant, employee 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.

### **Inform Strata Corporation**

- 2.4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

### **Obtain approval before altering a strata lot**

- 2.5 (1) Subject to subsection 2.5(4) below, an owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) stairs, patios, balconies, decks and roof decks or other things attached to the exterior of the building;
  - (d) doors, windows or skylights on the exterior of the building, or that front on the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony and deck;
  - (f) common property located within the boundaries of a strata lot;
  - (g) parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration, including, without limitation, the cost of insurance and/or any increases in insurance premiums as a result of the alteration.
- (3) An owner must not do, or permit any occupant of his or her residential strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her residential strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to alter, his or her residential strata lot in any manner which in the opinion of the council will alter the exterior appearance of the building.

- (4) Notwithstanding anything set out in this section 2.5, an owner, occupant or tenant of a non-residential strata lot may alter the exterior of the non-residential strata lot, install awnings and signage on the exterior of the non-residential strata lot in accordance with section 8.2, move the location of any exterior doors to the non-residential strata lot and make any other alterations necessary to prepare such non-residential strata lot and make any other alterations necessary to prepare such non-residential strata lot for its intended business purpose, including, without limitation, alterations to wiring, plumbing, piping and exhaust systems, without the written approval of the strata corporation, provided that such alterations are in accordance with the requirements of any applicable governmental authorities having jurisdiction, do not affect the structure of the building and the owner, occupant or tenant of such non-residential strata lot obtains the prior written approval of the executive of the Commercial Section in respect of such alteration. In addition, where such alterations impact or may impact the building envelope, the owner, occupant or tenant of a non-residential strata lot must obtain the approval of a building envelope engineer in respect of such alterations. All such alterations will be installed and maintained at the sole expense and risk of the owner of the non-residential strata lot and such owner will take out and maintain insurance for such alterations as a reasonable owner would obtain.

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

- 2.6 (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets, unless the alteration is to limited common property that is a responsibility of a separate section to repair and maintain under these bylaws and in such event, the owner, tenant or occupant must obtain the written approval of the separate section before making an alteration to the limited common property.
- (2) The strata corporation or the separate section, as the case may be, may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

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

- 2.7. (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
  - (a) In an emergency, without notice, to ensure safety and/or prevent significant loss and/or damage, and
  - (b) at a reasonable time, on 48 hours' written notice,
    - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act, and
    - (ii) to ensure compliance with the Act and these bylaws.



- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) In exercising its rights under this bylaw, the strata corporation will not unreasonably interfere with the operation of any occupant of a strata lot.

### **Compliance with bylaws**

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

### **Claims on Insurance Policies**

- 2.9 An owner, tenant or occupant must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of either the strata corporation or a separate section.

### **Entry on Limited Common Property**

- 2.10 (1) In the event the Commercial Section or an owner, tenant or occupant of a non-residential strata lot requires access over the limited common property appurtenant to the Residential Section for the purpose of installing, repairing or maintaining utilities or other services and facilities serving the limited common property appurtenant to the Commercial Section or the non-residential strata lots, such access and/or use shall be granted by the Residential Section, provided that the Commercial Section or the owner of the non-residential strata lot gives prior written notice to the Residential Section of the proposed work, all costs relating to the work are borne by the Commercial Section or the owner of the non-residential strata lot and the work is conducted in accordance with such reasonable rules as are imposed by the Residential Section.
- (2) In the event the Residential Section requires access over the limited common property appurtenant to the Commercial Section for the purpose of installing, repairing or maintaining utilities or other services and facilities serving the limited common property appurtenant to the Residential Section or the residential strata lots, such access and/or use shall be granted by the Commercial Section, provided that the Residential Section gives prior written notice to the Commercial Section of the proposed work, all costs relating to the work are borne by the Residential Section and the work is conducted in accordance with such reasonable rules as are imposed by the Commercial Section.

## **PART 3 - Powers and Duties of Strata Corporation and Council**

### **Repair and maintenance of property by Strata Corporation**

- 3.1 The strata corporation must repair and maintain all of the following:
- (1) common assets of the strata corporation;
  - (2) common property that has not been designated as limited common property;

- (3) limited common property (except for repair and maintenance that is the responsibility of a separate section under section 1.5) but the duty to repair and maintain it is restricted to:
  - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (b) the following, no matter how often the repair or maintenance ordinarily occurs:
    - (i) the structure of a building;
    - (ii) the exterior of a building;
    - (iii) stairs, patios, balconies, decks and roof decks and other things attached to the exterior of the building; and
    - (iv) doors, windows and skylights on the exterior of the building or that front on the common property.
  
- (4) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
  - (a) the structure of a building,
  - (b) the exterior of a building,
  - (c) stairs, patios, balconies, decks and roof decks and other things attached to the exterior of the building,
  - (d) doors, windows and skylights on the exterior of the building or that front on the common property, and
  - (e) fences, railings and similar structures that enclose patios, balconies, decks and roof decks.

3.2 Notwithstanding anything set out in these bylaws to the contrary, the strata corporation will be responsible for maintaining, repairing and, where required, replacing that portion of the limited common property appurtenant to Strata Lot 63 consisting of a portion of the sidewalk along East Third Street and including pavement. This bylaw cannot be amended without a resolution passed by a unanimous vote of the Commercial Section.

### **Council size**

3.3 The council must have at least 3 and not more than 7 members, and at least one of its members will be a representative of the Commercial Section and at least one of its members will be a representative of the Residential Section.

### **Council members' terms**

3.4 (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.

- (2) A person whose term as council member is ending is eligible for reelection.

### **Removing council member**

- 3.5 (1) Unless all the owners are on the council, 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.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act and/or if their strata fees are in arrears.

### **Replacing council member**

- 3.6 (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.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (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.
- (4) If all members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

### **Officers**

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

- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

### **Calling council meetings**

- 3.8 (1) 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.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
  - (a) all council members consent in advance of the meeting, or
  - (b) the meeting is required to deal with an emergency situation, and all council members either
    - (i) consent in advance of the meeting, or
    - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about the council meeting as soon as feasible after the meeting has been called.

### **Requisition of council hearing**

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

### **Quorum of council**

- 3.10 (1) A quorum of the council is
  - (a) 1, if the council consists of one member,
  - (b) 2, if the council consists of 2, 3 or 4 members,
  - (c) 3, if the council consists of 5 or 6 members, and
  - (d) 4, if the council consists of 7 members.

- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

### **Council meetings**

- 3.11 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may not attend council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
  - (a) bylaw contravention hearings;
  - (b) rental restriction bylaw exemption hearings;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

### **Voting at council meetings**

- 3.12 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

### **Council to inform owners of minutes**

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

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

- 3.14 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The 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 (3).
- (3) A delegation of a general authority to make expenditures must
  - (a) set a maximum amount that may be spent, and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The 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.

### **Spending restrictions**

- 3.15 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a 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 and/or prevent significant loss or damage.

### **Limitation liability of council member**

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

### **Consents**

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

## **PART 4 - Enforcement of Bylaws and rules**

### **Maximum fine**

- 4.1 (1) The strata corporation, and each separate section with respect to any bylaw or rule that relates solely to such section, may fine an owner or tenant a maximum of
- (a) \$100 for each contravention of a bylaw, and
  - (b) \$25 for each contravention of a rule.
- (2) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation or a separate section, as the case may be, to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the council or a section executive pursuant to the Act or these bylaws, will become part of the assessment of the power responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

### **Continuing contravention**

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

## **PART 5 - Annual and Special General Meetings**

### **Person to chair meeting**

- 5.1 (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

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

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

## **Voting**

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

## **Order of business**

- 5.4 The order of business at annual and special general meetings is as follows:
- (1) certify proxies and corporate representatives and issue voting cards;
  - (2) determine that there is a quorum;
  - (3) elect a person to chair the meeting, if necessary;
  - (4) present to the meeting proof of notice of meeting or waiver of notice;
  - (5) approve the agenda;
  - (6) approve minutes from the last annual or special general meeting;
  - (7) deal with unfinished business;
  - (8) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
  - (9) ratify any new rules made by the strata corporation;



- (10) report on insurance coverage, if the meeting is an annual general meeting;
- (11) approve the budget for the coming year, if the meeting is an annual general meeting;
- (12) deal with new business, including any matters about which notice has been given;
- (13) elect a council, if the meeting is an annual general meeting;
- (14) terminate the meeting.

### **Electronic Attendance at Meetings**

- 5.5 Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

## **PART 6 - Common Expenses**

### **Strata fees**

- 6.1 The strata lot owners' contributions to the common expenses of the Strata Corporation will be levied in accordance with this bylaw.

### **Section fees**

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

### **Apportionment of common expenses**

- 6.3 Common expenses will be apportioned between the Residential Section and the Commercial Section and to individual strata lots in the following manner.
- (1) common expenses attributable to either separate section will be allocated to that separate section and, subject to this Part, will be borne by the owners of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate section;
  - (2) common expenses not attributable to either separate section, will be for the account of the strata corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and
  - (3) common expenses attributable to any one strata lot will be allocated to such strata lot.

### **Allocation between sections**

- 6.4 Without limiting the generality of section 6.3 and unless otherwise determined by the executives of each of the Residential Section and the Commercial Section, acting reasonably, the following common expenses will be allocated between the separate sections as follows:
- (1) expenses relating to areas designated as limited common property for each of the Commercial Section and the Residential Section (such as the social lounge, bicycle/storage areas, lobby and elevator) will be for the account of the owners of strata lots in each respective section;
  - (2) the cost of maintaining the exterior of the building (including, without limitation, the roof and all exterior doors, windows and skylights) will be for the account of the strata corporation; and
  - (3) the cost of insurance placed by the strata corporation will be apportioned between the two sections on the basis of the replacement value of the buildings and ancillary facilities applicable to each section.

### **Expenses attributable to limited common property**

- 6.5 Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property will be borne by the owners of the strata lots entitled to use the limited common property in the proportion that the unit entitlement of each strata lot bears to the aggregate unit entitlement of all strata lots entitled to use the limited common property.

### **Apportionment within a section**

- 6.6 Subject to section 11.1, common expenses attributable to the strata lots in a separate section will be apportioned by the executive of that separate section in the following manner;
- (1) Common expenses attributable to the strata lots in a separate section will be borne by the owners in that section in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in that section or as otherwise set out in the current budget of that separate section.
  - (2) If a strata lot will require a utility or other service not supplied to all strata lots the cost will not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot the cost of such utility will be apportioned and charged to the strata lot by the executive of the separate section, on such reasonable basis as it will determine.

## **PART 7 - Bylaws Applicable to Residential Strata Lots**

### **Use of property**

- 7.1 An Owner of a residential strata lot will not:

- (1) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, a residential strata lot for any purposes other than residential purposes and other purposes ancillary to residential purposes;
- (2) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
- (3) obstruct or use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to 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;
- (4) use, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a patio, balcony or deck 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 will not be used except in accordance with rules and regulations made by the strata corporation from time to time;
- (5) shake, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse, including, without limitation, cigarettes or any like smoking devices, out of the windows or doors or from a patio, balcony or deck of a strata lot;
- (6) do, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (7) leave, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the council.
- (8) allow his or her strata lot to become unsanitary or a source of odour;
- (9) install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his or her strata lot which are different in size or colour from those of the original building specifications;
- (10) hang or display, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, patios, balconies, decks, roof decks or other parts of the building so that they are visible from the outside of the building;

- (11) use or install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant use to install, in or about the 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 council or originally installed by the developer;
- (12) erect on or fasten to, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto without the prior approval of the strata corporation;
- (13) place, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from the exterior of a strata lot;
- (14) place, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor carpeting on any patio, balcony or deck, or place any items on any patio, balcony or deck except free-standing, self-contained planter boxes, summer furniture and accessories (subject to section 7.2) nor install, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any hanging plants or baskets or other hanging items within three feet of a patio, balcony or deck railing line; and
- (15) give, or permit any occupant of his or her strata lot to 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.

### **Garbage and recycling disposal**

- 7.2 An owner, tenant or occupant of a residential strata lot will remove ordinary household refuse, garbage and recycling from his or her strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage will be bagged and tied before so depositing and the owner, tenant or occupant will remove any materials other than ordinary household refuse, garbage and recycling from the strata plan property at his or her expense.

### **Bicycle Storage**

- 7.3 Bicycles are not permitted in the elevator, hallways or any other indoor common areas except the underground parking facility. No bicycles are to be kept on patios, balconies, decks or roof decks; instead they will be stored within the bicycle storage rooms. All bicycles must enter or exit the building by way of the vehicle entry to the underground parking facility only.

### **Handicapped Parking**

- 7.4 (1) Certain parking stalls located in the underground parking facility within the development will be designated as handicapped stalls (the "Handicapped Stalls") and will be assigned

to the Residential Section pursuant to a partial assignment of the Parking Facility Lease (as defined in section 11.4).

- (2) The Residential Section will be responsible for facilitating the distribution and use of the Handicapped Stalls by the owners and occupants of the residential strata lots as follows:
  - (i) only physically disabled owners or occupants of the residential strata lots will be permitted to use the Handicapped Stalls;
  - (ii) upon presentation to the Residential Section of sufficient proof of an owner or occupant's physical disability, such owner or occupant may apply to the Residential Section for a license to use a Handicapped Stall; and
  - (iii) subject to availability of any Handicapped Stalls, such license may be granted by the Residential Section in its sole discretion and may be subject to any additional terms and/or conditions as may be determined by the Residential Section, in its sole discretion.

### **Move in / move out**

- 7.5 (1) The strata corporation may regulate the times and manner in which any moves into or out of residential strata lots may be made and require that such moves be coordinated with the manager of the building at least 7 days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant or occupant, or any guest, employee, agent or invitee of the owner or his or her tenant or an occupant of the strata lot to carry out, any move into or out of his or her strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, the owner will be subject to a fine of \$100, such fine to be paid on or before the due date of the next monthly assessment payable by such owner.
- (2) An owner of a residential strata lot must notify the strata corporation in advance of the date and time that the owner or an occupant of his or her strata lot will be moving into or out of the strata lot.

### **Rentals**

- 7.6 (1) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a "Form K - Notice of Tenant's Responsibilities" in the form set out in the Act, signed by the tenant.
- (2) An owner will advise the council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven (7) days in advance and will make arrangements with the manager of the building to coordinate any such move in accordance with section 7.6.

### **Selling of strata lots**

- 7.7 An owner of a residential strata lot, when selling his or her strata lot, will not permit “For Sale” signs to be placed on or about the common property except in a location to be determined by the council.

## **Pets**

- 7.8 (1) An owner, tenant or occupant must not keep any pets in a residential strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
  - (b) a reasonable number of small caged mammals;
  - (c) up to 4 caged birds;
  - (d) dogs or cats, provided that the total number of dogs and cats does not exceed three.
- (2) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (3) No owner or occupant of a residential strata lot will permit his or her pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property, the owner or occupant will immediately and completely remove all of his or her pet’s waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation, any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant will pay all costs of such special cleaning.
- (4) An owner of a residential strata lot whose tenant, employee, agent, invitee, guest or visitor brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the tenant, employee, agent, invitee, guest or visitor complies with all requirements of these bylaws as they relate to pets and will perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in his or her residential strata lot.

## **Planters**

- 7.9 An owner of a residential strata lot, including, without limitation, strata lots 52 and 53, who has the benefit of limited common property which includes a planter containing trees, shrubs and or other landscaping must water and maintain the trees, shrubs and/or other landscaping installed by the developer in such planter and such owner may not alter or remove the trees, shrubs and/or other landscaping installed by the developer without the prior written approval of the strata corporation.

## **Residential executive size**

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

### **Executive members' terms**

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

### **Removing executive members**

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

### **Replacing executive members**

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

### **Executive officers**

- 7.14 (1) At the first meeting of the executive held after each annual general meeting of the Residential Section, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.

- (3) The vice president has the powers and duties of the president
  - (a) while the president is absent or is unwilling or unable to act, or
  - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

### **Calling executive meetings**

- 7.15
- (1) Any member of the executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.
  - (2) The notice does not have to be in writing.
  - (3) An executive meeting may be held on less than one week's notice if
    - (a) all executive members consent in advance of the meeting, or
    - (b) the meeting is required to deal with an emergency situation, and all executive members either
      - (i) consent in advance of the meeting, or
      - (ii) are unavailable to provide consent after reasonable attempts to contact them.

### **Requisition of executive hearing**

- 7.16
- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.
  - (2) If a hearing is requested under subsection (1), the executive must hold a meeting to hear the applicant within one month of the request.
  - (3) If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

### **Quorum of executive**

- 7.17
- (1) A quorum of the executive is
    - (a) 1, if the executive consists of one member,
    - (b) 2, if the executive consists of 2, 3 or 4 members,



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

### **Executive meetings**

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

### **Voting at executive meetings**

- 7.19 (1) At executive meetings, decisions must be made by a majority of executive members present in person at the meeting.
- (2) If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

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

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

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

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

- (2) The executive may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
  - (a) set a maximum amount that may be spent, and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The executive may not delegate its powers to determine, based on the facts of a particular case,
  - (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

### **Spending restrictions**

- 7.22
- (1) A person may not spend the Residential Section's money unless the person has been delegated the power to do so in accordance with these bylaws.
  - (2) Despite subsection (1), an executive member may spend the Residential Section's money to repair or replace limited common property which has been designated for the use of the Residential Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

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

- 7.23
- (1) An executive member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the executive.
  - (2) Subsection (1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.
  - (3) Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

## **Small claims court**

- 7.24 Notwithstanding any provision of the Act, the Residential Section may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the Residential Section, including money owing as a fine, without requiring authorization by a resolution passed by a  $\frac{3}{4}$  vote.

## **Noise**

- 7.25 (1) Subject to subsection 7.1, an owner of a residential strata or any occupant of his or her residential strata lot or a guest, employee, agent or invitee of the owner or occupant may make, cause or permit to be made, a continuous sound with a sound level of 55 decibels or less during the daytime, and 50 decibels or less during the nighttime, when received at a point of reception.
- (2) “Daytime” for the purposes of this bylaw, means from 0700 to 2000 of the same day.
- (3) “Nighttime” for the purposes of this bylaw, means from 2000 of any day to 0700 of the following day.
- (4) “Continuous sound” for the purposes of this bylaw, means any sound occurring for a duration of more than three minutes, or occurring continually, sporadically or erratically, but totalling more than three minutes in any fifteen minute period of time.

## **Smoking**

- 7.26 (1) No smoking is allowed:
- (a) in a residential strata lot;
  - (b) on the interior common property, including but not limited to in hallways, elevators, parking garages, electrical and mechanical rooms, stairs, storage locker areas;
  - (c) on patios and balconies; and
  - (d) within 8 metres (26 feet) of a door, window or air intake.
- (2) “Smoking” for the purposes of this bylaw, means releasing into 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 cigarettes, marijuana smoking, and crack cocaine smoking.
- (3) All persons, including but not limited to owners, tenants, occupants and visitors of a residential strata lot must comply with this bylaw. Owners and tenants of a residential strata lot must ensure that this bylaw is not violated by their visitors or anyone else they let into the building.
- (4) The owners of residential strata lots acknowledge that Council of the Residential Section can make reasonable accommodation for one or more individuals that have an addiction

to nicotine that is a physical or mental disability. Whether or not reasonable accommodation is required is in the reasonable discretion of Council of the Residential Section. In making the accommodation, Council of the Residential Section will consider how to accommodate the disability without exposing others to second-hand smoke.

## **PART 8 - Bylaws Applicable to Non-Residential Strata Lots**

### **Garbage and recycling disposal**

- 8.1 The owners, tenants or occupants of the non-residential strata lots will remove or cause to be removed all ordinary refuse, garbage and recycling from their strata lots and deposit it or cause it to be deposited in the containers provided by the strata corporation for that purpose; the owners, tenants or occupants will remove any materials other than ordinary refuse, garbage and recycling from the development at its expense.

### **Signs and displays**

- 8.2 The owners, occupants or tenants of the non-residential strata lots will be permitted to install awnings, signs or notices within the non-residential strata lots so as to be visible from the exterior of such strata lots and on the exterior of such strata lots, on the condition that the size and design of such awnings, signs or notices: (i) have received any approvals required from applicable governmental authorities, and (ii) are in keeping with the overall presentation of the development in terms of quality, design and colour. All such awnings, signs and notices will be installed and maintained at the sole expense and risk of the owners of the non-residential strata lots and such owners will take out and maintain insurance for such awnings and signage as a reasonable owner displaying similar awnings and signage would obtain. In addition, where such awnings, signs or notices impact or may impact the building envelope, the owners, occupants or tenants of the non-residential strata lots will be required to obtain the approval of a building envelope engineer in respect of such awnings, signs or notices. As the owners of the non-residential strata lots have a special interest in this bylaw, this bylaw cannot be amended without resolutions passed by unanimous votes of each of the strata corporation and the Commercial Section.

### **Pets**

- 8.3 (1) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (2) An owner, tenant or occupant of a non-residential strata lot will not permit his or her pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property, such owner or occupant will immediately and completely remove all of his or her pet's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation, any special cleaning is required as a result of

the pet urinating or defecating, such owner or occupant will pay all costs of such special cleaning.

- (3) An owner of a non-residential strata lot whose tenant, employee, agent, invitee, guest or visitor brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the tenant, employee, agent, invitee, guest or visitor complies with all requirements of these bylaws as they relate to pets and will perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in the non-residential strata lot.

### **Commercial executive size**

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

### **Executive members' terms**

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

### **Removing executive members**

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

### **Replacing executive members**

- 8.7 (1) If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the executive.
- (3) The executive may appoint a member under this section even if the absence of the member being replaced leaves the executive without a quorum.

- (4) If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Commercial Section may hold a meeting to elect a new executive by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

### **Executive officers**

- 8.8
- (1) At the first meeting of the executive held after each annual general meeting of the Commercial Section, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.
  - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
  - (3) The vice president has the powers and duties of the president
    - (a) while the president is absent or is unwilling or unable to act, or
    - (b) for the remainder of the president's term if the president ceases to hold office.
  - (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

### **Calling executive meetings**

- 8.9
- (1) Any member of the executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.
  - (2) The notice does not have to be in writing.
  - (3) An executive meeting may be held on less than one week's notice if
    - (a) all executive members consent in advance of the meeting, or
    - (b) the meeting is required to deal with an emergency situation, and all executive members either
      - (i) consent in advance of the meeting, or
      - (ii) are unavailable to provide consent after reasonable attempts to contact them.

### **Requisition of executive hearing**

- 8.10
- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.

- (2) If a hearing is requested under subsection (1), the executive must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

### **Quorum of executive**

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

### **Executive meetings**

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

### **Voting at executive meetings**

- 8.13 (1) At executive meetings, decisions must be made by a majority of executive members present in person at the meeting.
- (2) If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.

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

### **Executive to Inform owners of minutes**

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

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

- 8.15 (1) Subject to subsections (2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
- (2) The executive may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
  - (a) set a maximum amount that may be spent, and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The executive may not delegate its powers to determine, based on the facts of a particular case,
  - (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) Whether a person should be denied access to a recreational facility.

### **Spending restrictions**

- 8.16 (1) A person may not spend the Commercial Section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), an executive member may spend the Commercial Section's money to repair or replace limited common property which has been designated for the use of the Commercial Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

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



- 8.17 (1) An executive member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the executive.
- (2) Subsection (1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.
- (3) Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

### **Small claims court**

- 8.18 (1) Notwithstanding any provision of the Act, the Commercial Section may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the Commercial Section, including money owing as a fine, without requiring authorization by a resolution passed by a  $\frac{3}{4}$  vote.

## **PART 9 - Voluntary Dispute Resolution**

### **Voluntary dispute resolution**

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

## **PART 10 - Marketing Activities by Developer**

### **Marketing activities**

- 10.1 Notwithstanding section 7.8, during the time the developer is the owner or lessee of any strata lot, it will have the right to:

- (a) maintain any strata lot or strata lots, whether owned or leased by it, as display suites and/or presentation centres and to carry on any marketing and sales functions within such strata lots and within any area of the common property or limited common property of the development;
- (b) erect and maintain signage on the common property or limited common property of the development; and
- (c) have access to any and all parts of the common property, limited common property and common facilities for the purpose of showing strata lots, the common property, the limited common property and the common facilities to prospective purchasers and their representatives, in each case as may be reasonably determined by the developer. The developer will act reasonably in exercising its rights under this section 10.1.

## **PART 11 - Miscellaneous**

### **Access by Consultants**

- 11.1 The owners will permit the developer's building consultants and the consultants or representatives of any warranty provider in connection with the construction of the development, to have access to the development from time to time during construction thereof and after completion of construction, for the purpose of inspecting and monitoring the building envelope and other components of the buildings comprising the development.

### **Quorum for Annual or Special General Meeting**

- 11.2 If within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the eligible voters present in person or by proxy constitute a quorum.
- 11.3 Notwithstanding section 48(3) of the Act, the failure to obtain a quorum for a meeting demanded under section 43 of the Act terminates, and does not adjourn, that meeting.

### **Hours of Use of Main Entry Gate**

- 11.4 The main entry gate to the underground parking facility will be open from 8 am to 6:30 pm daily. As the Owners of the non-residential strata lots have a special interest in this bylaw, this bylaw cannot be amended without resolutions passed by unanimous votes of each of the Strata Corporation and Commercial Section.

### **Parking**

- 11.5 (1) The owners of the strata lots may be entitled to the exclusive use of zero, one or more parking stalls located in the underground parking facility within the development, pursuant to a partial assignment of the parking facility lease (the "Parking Facility Lease") between the developer and an entity selected by the developer, a copy of which is attached to the disclosure statement for the development. Pursuant to the Parking Facility Lease, upon the registration of the strata plan for the development, the strata corporation will automatically assume all of the covenants and obligations of the developer under the Parking Facility Lease with respect to those parking stalls within the development which are subject to the Parking Facility Lease.

- (2) An owner, tenant or occupant of a strata lot will not:
- (a) use any parking stall in the underground parking facility except the parking stall which has been specifically assigned to the strata lot or, when specifically agreed with another strata lot owner, the parking stall assigned to the strata lot of that other owner;
  - (b) rent or lease the parking stall assigned to the strata lot or otherwise permit that parking stall to be regularly used by anyone that is not an owner, tenant or occupant of the building;
  - (c) carry out, or permit any guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, including the underground parking facility, except in the case of emergency. An owner, tenant or occupant of a strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property or limited common property, howsoever and whensoever such spill or leak occurs, from his or her vehicle, whether as a result of any activity prohibited by these bylaws or otherwise;
  - (d) park any vehicle on the common property of the development or permit any guest to park any vehicle on the common property, except that an owner, tenant or occupant of strata lot may park within the parking stall(s), if any, assigned to such strata lot pursuant to the Parking Facility Lease and guests of the owners, tenants or occupants of the strata lots will be entitled to use the visitor parking stalls within the underground parking facility in the development;
  - (e) store any vehicle or recreational vehicle on the common property or permit any guest to do so. Notwithstanding the foregoing, an owner, tenant or occupant of a strata lot may store a boat trailer or other recreational vehicle within the parking stall assigned to such strata lot pursuant to the Parking Facility Lease, provided that such boat trailer or other recreational vehicle fits within such parking stall without creating a danger or hazard to other users of the underground parking facility, and provided that the owner, tenant or occupant has obtained adequate insurance in respect thereof; or
  - (f) park or store any vehicle within the underground parking facility, the common property or the limited common property, unless such owner, tenant or occupant has obtained adequate insurance in respect thereof.

### **Loading Bay**

- 11.6 The development includes a loading area (the "Loading Bay") which is designated as limited common property for the exclusive use of the non-residential strata lots. Notwithstanding the foregoing, the owners of the residential strata lots may request permission to use the Loading Bay by submitting such request to the executive of the Commercial Section, in writing. The executive of the Commercial Section will not unreasonably withhold its consent to such request; provided that, the owners of the residential strata lots may be required to pay a nominal fee in respect of the

use of the Loading Bay and such use may be subject to any other reasonable terms or conditions as the executive of the Commercial Section may determine, in his sole discretion.

### **Visitor's Parking**

11.7 The development includes certain visitors' parking stalls (the "Visitors' Parking Stalls") which are to be assigned to the Commercial Section pursuant to a partial assignment of the Parking Facility Lease. The strata corporation will neither act nor pass any bylaw or rule which would have the effect of:

- (a) preventing or impairing the owners of the non-residential strata lots from accommodating their visitors during the hours of operation of the non-residential strata lot, with the exception of stall 21 which will be located behind the main entry gate to the underground parking facility and will be open from 8 am to 9 pm daily; or
- (b) restricting the number of Visitors' Parking Stalls available to an owner of a non-residential strata lot.

As the owners of the non-residential strata lots have a special interest in this bylaw, this bylaw cannot be amended without resolutions passed by unanimous votes of each of the strata corporation and the Commercial Section.

## **PART 12 - Bylaw Restrictions**

### **Bylaw restrictions**

- 12.1 (1) the strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owners of the non-residential strata lots from fully utilizing the non-residential strata lots and the limited common property appurtenant thereto for non-residential purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time, provided that the activity carried on in the non-residential strata lots and the limited common property is not a breach of section 2.3.
- (2) Notwithstanding the foregoing, for the purposes of this section 12.1, a noise will not be considered to be a nuisance or unreasonable or repetitive within the meaning of section 2.3 if the use giving rise to such noise is permitted by the applicable governmental zoning bylaws and rules and regulations in effect from time to time.
- (3) the strata corporation will not pass any bylaws or rules which restrict the hours of operation of any business carried on within the non-residential strata lots.
- (4) The strata corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner or occupant of the non-residential strata lots from leasing, subleasing, granting a licence, entering into any lease, sublease, or license arrangement with respect to the use of the non-residential strata lots or the limited common property appurtenant thereto.

- (5) As the owners of the non-residential strata lots have a special interest in this bylaw, this bylaw cannot be amended without resolutions passed by unanimous votes of each of the strata corporation and the Commercial Section.