



QUARTET - EPS 6575 BYLAWS

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PART 1 - DUTIES OF OWNERS AND RESIDENTS OF ALL STRATA LOTS

Payment of Strata Fees

- 1.1**
- (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 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 ten (10%) percent per annum compounded annually and calculated on a monthly basis, commencing from 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 when due will result in a fine of fifty dollars (\$50) for each contravention of bylaw 1.1 (1).
 - (3) An owner must provide the strata corporation or its agent with twelve (12) consecutive monthly post-dated cheques for strata fees for the fiscal year of the strata corporation dated as of the first day of each month, or if applicable, written authorization for monthly automatic debit from the owner's bank account. An owner will be charged a fine of fifty dollars (\$50) for any dishonoured cheques as well as a fifty dollars (\$50) administration fee for each dishonoured cheque.
 - (4) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
 - (5) Where an owner fails to pay a special levy in accordance with bylaw 1.1 (4), the owner must pay to the strata corporation interest on the late payment in the amount of ten (10%) percent per annum compounded annually and calculated on a monthly basis, commencing from 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 a special levy on the due date will result in a fine of fifty dollars (\$50) for each contravention of bylaw 1.1 (4).

Repair and Maintenance of Property by Owner

- 1.2**
- (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) A resident must only permit licensed and qualified plumbers, electricians and other trades to carry out electrical, plumbing or other work in a strata lot and the strata corporation may demand evidence of compliance with the foregoing and, if requested, the resident will provide such evidence.
 - (3) A resident must ensure that any maintenance or alteration of a strata lot that affects the building security system or the fire sprinkler system will be carried out by the company retained by the strata corporation to maintain the security and/or fire system.
 - (4) 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

- 1.3** (1) A resident or visitor must not use a strata lot, the common property or common assets in a way that:
- (a) causes a nuisance, disturbance or hazard to another person;
 - (b) causes unreasonable or repetitive noise;
 - (c) results in excessive or disproportionate use of the common property or common facilities;
 - (d) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (e) is illegal, immoral or injurious to the reputation of the building; or
 - (f) is contrary to a purpose for which the strata lot, common property or limited common property, as the case may be, are intended to be used as shown expressly or by necessary implication on or by the strata plan.
- (2) A resident 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 the Act.
- (3) When the purpose for which a strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner shall not use his strata lot for any other purpose or permit it to be so used.
- (4) An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
- (5) An owner will not install hard floor surfaces such as hardwood floors or tile in his or her strata lot without the prior written consent of the strata corporation, such consent not to be unreasonably withheld. The strata corporation may require an owner, when installing hard floor surfaces, to install sound dampening material or other sound dampening measures.
- (6) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's acts, omission, negligence or carelessness or by that of any owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.
- (7) No owner, tenant, occupant or visitor may use a strata lot for any purposes other than residential purposes and other purposes ancillary to residential purposes. Notwithstanding the foregoing, an owner developer who has one or more unsold strata lots may use such strata lots for the purposes set out in bylaw 6.9.

Inform Strata Corporation

- 1.4**
- (1) Within two (2) weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
 - (2) Prior to a tenant occupying a strata lot, the owner must cause the tenant to inform the strata corporation of his or her name and to complete and deliver to council a Notice of Tenant Responsibilities (Form K).
 - (3) On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.

Obtain Approval Before Altering a Strata Lot

- 1.5**
- (1) An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) anything attached to the exterior of a building;
 - (d) doors or windows on the exterior of a building or that front on the common property;
 - (e) fences, railings or similar structures to enclose a patio, balcony or terrace;
 - (f) common property located within the boundaries of a strata lot;
 - (g) parts of the strata lot which the strata corporation must insure under the Act including, without limitation, fixtures and life safety systems installed by the owner developer as part of the original construction of a strata lot.
 - (2) The strata corporation must not unreasonably withhold its approval under bylaw 1.5(1), but may require as a condition of approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.
 - (3) An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and a written description of the intended alteration.
 - (4) An owner must not do, or permit any occupant of his strata lot or any visitor, employee, agent or invitee of the owner or occupant to do, any act, or alter, or permit any occupant of his strata lot or any visitor, employee, agent or invitee of the owner or occupant to alter, his strata lot in any manner which, in the opinion of the council, will alter the exterior appearance of the building.

Obtain Approval Before Altering Common Property

- 1.6**
- (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
 - (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Permit Entry to Strata Lot

- 1.7** (1) A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
 - (b) at a reasonable time, on forty-eight (48) hours' written notice:
 - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or insure under the Act; and
 - (ii) to ensure compliance with the Act and the 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 the event of an emergency and if the strata corporation is unable to contact the owner of the strata lot, the strata corporation may force entry into the strata lot and the owner may be responsible for all costs of forced entry incurred by the strata corporation.
- (4) In exercising its rights under this bylaw, the strata corporation will not unreasonably interfere with the operation of any resident of a strata lot.

Compliance with Bylaws

- 1.8** A resident or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation applicable to such owner from time to time.

Pets

- 1.9** (1) Neither a resident of a strata lot nor any of his or her visitors shall:
- (a) keep any animals or pets (collectively a "Pet") in or about the strata lot or limited common property for that strata lot other than one or more of the following, which must be kept in accordance with any bylaws or other applicable laws of any governmental authority, including the City of Vancouver:
 - (i) a reasonable number of fish or other small aquarium animals;
 - (ii) a reasonable number of small caged animals; and
 - (iii) up to two dogs; or two cats; or one dog and one cat;
 - (b) permit any Pet on the common property, limited common property, or on land which is a common asset, unless such Pet is leashed and accompanied by an adult person; it will be the responsibility of the owner to pay for the cost of repair or clean-up of any common property or common asset which is damaged, destroyed or soiled by the owner's Pet;
 - (c) permit any Pet to urinate or defecate on the common property or on any limited common property, and if any Pet does urinate or defecate on common property or on any limited common property, the resident 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;

- (d) harbour exotic pets, including but not limited to, snakes, reptiles, spiders or large felines; or
- (e) keep a Pet which is a nuisance or vicious on a strata lot, in common property or on land that is a common asset. If a resident has a Pet which is in the opinion of the council, a nuisance, vicious or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such Pet to be removed permanently from the strata lot, the common property or common assets or all of them.

Claims on Insurance Policies

- 1.10** A resident 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 the strata corporation.

PART 2- POWERS AND DUTIES OF STRATA CORPORATION AND COUNCIL

Repair and Maintenance of Property by Strata Corporation

- 2.1** The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year; and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (iii) stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors or windows on the exterior of a building or that front on the common property; and
 - (v) fences, tailings and similar structures that enclose patios, balconies and yards; and
 - (d) a strata lot in a strata plan but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building;

- (ii) the exterior of a building; and
- (iii) doors or windows on the exterior of a building or that front on the common property.

Council Size

2.2 The council must have at least three (3) and not more than seven (7) members.

Council Eligibility

- 2.3**
- (1) The spouse of an owner may stand for council.
 - (2) No person may be elected to council or continue to be on council if the strata corporation is entitled to register a lien under the Act against a strata lot in which that person has an interest.
 - (3) No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.

Council Members' Terms

- 2.4**
- (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 re-election.

Removing Council Member

- 2.5**
- (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. In this bylaw 2.5(1), a majority vote means a vote in favour of a resolution by more than one-half (1/2) of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.
 - (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.

Replacing Council Member

- 2.6**
- (1) If a council member resigns or is unwilling or unable to act for a period of two (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 the members of the council resign or are unwilling or unable to act for a period of two (2) or more months, persons holding at least twenty-five (25%) percent 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

- 2.7**
- (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;
 - (b) if the president is removed; or
 - (c) for the remainder of the president's term if the president ceases to hold office.
 - (4) The council may vote to remove an officer.
 - (5) If an officer other than the president is unwilling or unable to act for a period of two (2) or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling Council Meetings

- 2.8**
- (1) Any council member may call a council meeting by giving the other council members at least one (1) weeks' 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.

Requisition of Council Hearing

- 2.9** (1) By application in writing, stating the reason for the request, a resident 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 (1) 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 (1) week of the hearing.

Quorum of Council

- 2.10** (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

- 2.11** (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) The council may meet together for the conduct of business, adjourn or otherwise regulate its meetings as it thinks fit.
- (3) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (4) Owners and spouses of owners may attend council meetings as observers.
- (5) Despite subsection (4), 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; or
 - (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

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

- (2) 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 Residents of Minutes

- 2.13** The council must inform residents of the minutes of all council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.

Delegation of Council's Powers and Duties

- 2.14**
- (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 an amenity facility.

Spending Restrictions

- 2.15**
- (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 or prevent significant loss or damage.

Limitation on Liability of Council Member

- 2.16** (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.
- (3) All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

Consents

- 2.17** (1) Any consent, approval or permission given under these bylaws by the council shall 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 3/4 vote.

PART 3- ENFORCEMENT OF BYLAWS AND RULES

Maximum Fine

- 3.1** (1) Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine a resident:
- (a) one hundred fifty dollars (\$150) (up to two hundred dollars (\$200)) for each contravention of a bylaw; and
- (b) fifty dollars (\$50) for each contravention of a rule.
- (2) The strata corporation must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied shall immediately be added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.
- (3) Additional assessments, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation 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 pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall 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.

- (4) Any costs or expenses incurred by the strata corporation as a result of an infraction or violation of the bylaws or any rules and regulations established under them, including but not limited to the full cost in repairing any damage to the plumbing, electrical and other systems of the building or other parts of the common property caused by the owner, his employees, agents, invitees, occupants or tenants, shall be charged to that and shall be payable on or before the first day of the month next following the date on which the costs or expenses are incurred.
- (5) Where any claim has been made against the insurance policy of the strata corporation as a result of a violation of any of the bylaws or any rule or regulation which may be established from time to time by the council pursuant to the Act or the bylaws, by any resident or its visitors, a sum equal to the amount of the deductible charged by the insurer of the strata corporation as a result of the claim shall be payable by the owner of the strata lot and shall become due and payable on the first day of the month next following.

Continuing Contravention

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

PART 4- ANNUAL AND SPECIAL GENERAL MEETINGS

Quorum of Meeting

- 4.1**
- (1) If within one-half ($\frac{1}{2}$) hour from the time appointed for an annual or a special general meeting, a quorum is not present, the meeting stands adjourned for a further one-half ($\frac{1}{2}$) hour on the same day and at the same place. If within a further one-half ($\frac{1}{2}$) hour from the time of the adjournment a quorum is not present, the eligible votes, present in person or by proxy constitute a quorum.
 - (2) This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

Person to Chair Meeting

- 4.2**
- (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 be elected by the eligible voters present in person or by proxy from among those who are present at the meeting.

Participation by Other than Eligible Voters

- 4.3**
- (1) Residents 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

- 4.4**
- (1) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
 - (2) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.
 - (3) At an annual or special general meeting, voting cards must be issued to eligible voters.
 - (4) At an annual or special general meeting a vote is decided on a show of voting cards, an eligible voter requests a precise count.
 - (5) 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.
 - (6) 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 of the meeting.
 - (7) 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.
 - (8) Despite anything in this section, an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of Business

- 4.5**
- (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 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;
- (j) report on insurance coverage, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year, if the meeting is an annual general meeting;
- (l) report on and approve the maintenance plan for the coming year, if the meeting is an annual general meeting;
- (m) deal with new business, including any matters about which notice has been given;
- (n) elect a council, if the meeting is an annual general meeting; and
- (o) terminate the meeting.

Electronic Attendance at Meetings

- 4.6** (1) At the option of council, attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.
- (2) If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

PART 5- COMMON EXPENSES

Strata Fees

- 5.1** The strata lot owners' contributions to the common expenses of the strata corporation shall be levied in accordance with this bylaw.

Apportionment of Common Expenses

- 5.2** Common expenses shall be apportioned to individual strata lots and shall 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 common expenses attributable to any one strata lot shall be allocated to such strata lot.

PART 6- GENERAL

Use of Property

6.1 A resident of a strata lot will not:

- (1) alter, supplement or remove the window coverings originally installed in the strata lot except, if necessary due to damage or wear, to replace them with substantially similar window coverings in the same colour and style;
- (2) place on the balcony, terrace or patio of the strata lot: bicycles, motorcycles, boxes, machinery, equipment, or in any way use such balcony or patio as a storage area;
- (3) hang or drape on the balcony, terrace or patio of the strata lot laundry, clothing, rugs, towels, curtains or wall hangings;
- (4) install or place on the balcony, terrace or patio of the strata lot: satellite dishes, antennae, transmitters, transponders, receivers or other telecommunications equipment;
- (5) install or place in or about the strata lot or on the balcony or patio of any strata lot, any balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations previously approved in writing by the council;
- (6) place on any patio or balcony any hanging plants or baskets or other hanging items within three feet of a balcony railing line;
- (7) install, drill or otherwise pierce the concrete structure or exterior of the building;
- (8) give or permit any resident or visitor to give any keys, combinations, security cards, fobs 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;
- (9) use or permit any resident of the strata lot to use the strata lot for any purpose which involves undue traffic and noise in or about the strata lot, common property or limited common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages by persons in or about the strata lot or common property;
- (10) make or cause or produce or permit any resident of the strata lot or any visitor to make, cause, or produce undue noise, smell, vibration or glare in or about any strata lot, common property or limited common property or do anything which will unreasonably interfere with any other resident;

- (11) use or permit any resident or visitor to use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, common property or limited common property such that it causes a disturbance or interferes with the comfort of any other resident;
- (12) leave or permit any visitor to leave on the common property or limited common property any shopping cart or other item designated from time to time by the strata council;
- (13) use a barbeque, hibachi or other like cooking device on a balcony, deck or patio unless such barbeque, hibachi or cooking device is powered by removable propane, permanent gas bib connection or electricity and such propane, gas or electricity powered barbeques, hibachis and cooking devices will not be used except in accordance with the rules and regulations made by the strata corporation from time to time;
- (14) except where the balcony or patio is enclosed as part of the original construction, (partially or fully), modify or add to the balcony or patio of the strata lot, and without limitation, not to install or place plastic, glass or other material on the balcony or patio to block wind or sun or for any other purpose;
- (15) permit a condition to exist within the strata lot which will result in the waste or excessive consumption of the building's domestic water supply or hot water;
- (16) allow the strata lot to become unsanitary or be a source of odour;
- (17) feed, or permit any visitor, to feed pigeons, seagulls or other birds, rodents, squirrels or animals from the strata lot or anywhere on or in close proximity to the common property or limited common property, but this bylaw will not apply to a Pet permitted to be kept in accordance with these bylaws and the rules and regulations made hereunder, which Pet will only be fed in the strata lot;
- (18) erect, place, keep or display signs, billboards, advertising matter or any other notice or display of any kind on the common property, on limited common property, or in any strata lot, if visible from the outside of the strata lot, provided that the name of any resident, will be included in the index for the enterphone system;
- (19) deposit household refuse or garbage, including boxes or packing cases, on or about the common property or limited common property except in places designated by the council from time to time; provided that any materials other than ordinary household refuse and garbage, shall be disposed of either by or at the expense of the owner; or
- (20) move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules passed by the council from time to time; under no circumstances will any resident use, or permit to be used, the lobby of the building for moving of furniture or furnishings, except during the hours, and on such conditions and subject to such fees as may be imposed by the council from time to time.

Patios and Balconies

- 6.2** (1) A resident will not place on any patio or balcony indoor-outdoor carpeting or any items free-standing, self-contained planter boxes, summer furniture and accessories, such items not to exceed one hundred (100) lbs per square foot in weight.
- (2) A resident which does not have an enclosed balcony will not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such strata lot unless, in the opinion of the strata council such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour.
- (3) Any planters, items or equipment placed on any patio or balcony will be maintained in good and tidy condition on an ongoing basis and the responsibility of such maintenance will be solely for the account of the resident of the strata lot entitled to the use of the limited common property on which they are placed.

Parking

- 6.3** (1) A resident must use parking stalls only for the parking of licensed and insured motor vehicles, trailers or motorcycles and not for the parking of any other type of vehicle or storage of any other item, unless otherwise approved in writing by the council.
- (2) A resident shall not:
- (a) use any parking space in the building or on the common property or on any limited common property except the parking space which such resident is permitted to use;
 - (b) 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 except in the case of emergency;
 - (c) rent or lease the parking space which such resident is expressly permitted to use to be regularly used by anyone that is not a resident of the building without the prior written consent of the council;
 - (d) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property;
 - (e) permit any oversized, commercial or recreational vehicles to enter or to be parked or stored on common property, limited common property or land that is common asset, including without limitation, boats, trailers or campers;
 - (f) store any materials or goods in the parking stalls; or
 - (g) park or store any vehicle that drips oil or gasoline.
- (3) Any resident's vehicle that is parked in violation of subsection (2)(d) will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

- (4) A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- (5) A resident will only permit visitors known personally to such resident into the secured visitors parking area.

Parking/Storage Area Lease

6.4 Each owner of a strata lot may be entitled to the exclusive use of one or more of the parking stalls and/or storage lockers and/or bicycle storage lockers located within the common property pursuant to a partial assignment of the parking/storage area lease (the "**Parking/Storage Area Lease**") originally entered into between River District Parcel 15 Limited Partnership (the "**Developer**"), as landlord, and Wesgroup Parking and Storage Ltd., as tenant, a copy of which is attached hereto. Pursuant to the Parking/Storage Area Lease, upon the registration of the strata plan for the development, the strata corporation will assume all of the covenants and obligations of the Developer under the Parking/Storage Area Lease with respect to the Stalls, Lockers and Bicycle Storage Lockers (each as defined in the Parking/Storage Area Lease).

Leasing of Strata Lot

- 6.5**
- (1) An owner of a strata lot may lease the strata lot in accordance with Sections 141-148 of the Act provided the owner delivers the following documents to the council prior to the commencement of the term of the lease:
 - (a) a Notice of Tenant's Responsibilities (Form K);
 - (b) a copy of the current bylaws and rules of the strata corporation; and
 - (c) such further information and documentation relating to the tenancy as the council may reasonably require provided that such requirements are in with the Act.
 - (2) The occupancy of a strata lot by any person other than the owner and/or the owner's immediate family (or a live-in caregiver) for a period in excess of one (1) month shall be a lease and be subject to the provisions of this bylaw.
 - (3) An owner who leases the owner's strata lot in contravention of this bylaw is subject to a fine of two hundred fifty dollars (\$250) every seven (7) days, or such other amount as is set by the council from time to time, for each seven (7) day period during which the tenant occupies the strata lot in contravention of this bylaw. This amount shall become part of the assessment payable by such owner and shall become due and payable on the first day of the month following the month in which the executive of such section notifies the owner of the breach.

Storage

- 6.6**
- (1) A resident must store bicycles and tricycles only in the designated parking/bicycle area. Bicycles and tricycles are not permitted in elevators or hallways. All bicycles and tricycles must enter or exit the building by way of the vehicle entry to the parking garage only.

- (2) A resident must not store any hazardous, flammable or perishable substances in lockers.

Moving Procedures

- 6.7**
- (1) A resident must conform to the Moving Rules established by the council from time to time.
 - (2) A resident must provide notice to the strata corporation of all moving arrangements at least seventy-two (72) hours in advance of the moving date. All moves must take place between 9:00 a.m. and 6:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays.
 - (3) A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.
 - (4) A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
 - (5) An owner must pay a refundable damage deposit of five hundred dollars (\$500) seventy-two (72) hours prior to any move and any expenses incurred by the strata corporation attributable to the owner or a tenant and all fines levied will be deducted from the deposit.
 - (6) Where a loading space (the “**Shared Loading Space**”) is located within the Commercial Development (as defined in bylaw 6.11) and is made available for the shared use of the owners, tenants and occupants of the strata lots and the owners, tenants and occupants of the Commercial Development, the use of the Shared Loading Space will be shared as follows:
 - (a) the owners, tenants and occupants of the strata lots will have priority with respect to the use of the Shared Loading Space to facilitate move-ins and move-outs on the last two days and first two days of each calendar month and on the 1 5th and 1 6th days of each calendar month; and
 - (b) subject to bylaw 6.7(6)(a) above, the owners, tenants and occupants of the Commercial Development will have priority with respect to the use of the Loading Space from 7:00 am to 7:00 p.m. on Monday through Friday each week.

The Shared Loading Space will be subject to an easement or other agreement (the “**Shared Loading Agreement**”) entered into or assumed by the strata corporation in respect of access to, and shared use of, the Shared Loading Space, which Shared Loading Agreement may be included in one or more of the Project Agreements (as defined in bylaw 6.11) or in a separate document. The strata corporation’s costs in respect of the Shared Loading Space under the Shared Loading Agreement and/or one or more of the Cost Sharing Agreements (as defined in bylaw 6.12) constitute an expense of the strata corporation which will be borne by the owners of the strata lots in proportion to the unit entitlement of their respective strata lots or as otherwise set out in the budget of the strata corporation. The owners, tenants and occupants of the strata lots will comply with the terms and conditions of the Shared Loading Agreement and any and all rules and regulations established by the strata council for the development and/or the owner or strata council of the Commercial Development governing access to, and/or the use and enjoyment of, the Shared Loading Space.

Visitors and Children

- 6.8
- (1) A resident is responsible for the conduct of visitors including ensuring that noise is kept at a reasonable level, as determined by the majority of the council.
 - (2) A resident is responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a reasonable level, as determined by the majority of the council.
 - (3) A resident is responsible to assume liability for and to properly supervise the activities of children including, but not limited to, bicycling, skateboarding and hockey.

Marketing Activities

- 6.9
- (1) No sign advertising a strata lot for sale or lease shall be displayed in any strata lot or on the common property of the strata corporation, other than a sign and post supplied by the strata corporation and in a form and character keeping with the exterior appearance of the property. Notwithstanding the foregoing, an owner developer, as long as it has an unsold or unleased strata lot, may carry on sales or leasing functions that relate to its sale or lease, including the posting of signs in any strata lot or on the common property of the strata corporation.
 - (2) An owner developer may use a strata lot that it owns or rents, as a display lot for the sale or lease of other strata lots that it owns or rents in the strata plan or adjacent development properties owned by an owner developer related to the owner developer.
 - (3) The owner developer may in its reasonable discretion use common property in relation to the sale or lease of strata lots for the purposes of parking, access to such strata lots, the display of signage and such other reasonable uses relating to its marketing efforts, provided any such uses do not materially impede the use of such common property for its other intended purposes.

Shared Amenities

- 6.10 A two-level community amenity building (the “**Shared Amenity Facility**”) known as the “Town Centre Club” located within the River District community in close proximity to the development but within a separate legal parcel forming part of the River District neighbourhood known as “Town Centre” (the “**Town Centre Neighbourhood**”), together with all indoor and outdoor amenities located within the Shared Amenity Facility (the Shared Amenity Facility and such amenities are, collectively, the “**Shared Amenities**”), is or may be shared by the owners, tenants and occupants of the strata lots in the development with the owners, tenants and occupants of some or all of the developments that are or may be constructed within separate legal parcels as part of the Town Centre Neighbourhood, within the “River District” community of which the development forms a part and/or the owners, tenants or users of other lands located within the “River District” community which are not within the Town Centre Neighbourhood (the “**Additional Users**”). The owners, tenants and occupants of the strata lots will comply with the terms and conditions of any and all agreements entered into or assumed by the strata corporation in respect of the shared use and enjoyment of the Shared Amenities and any and all rules and regulations established by the strata council for the development and the owners of the other developments within the Town Centre Neighbourhood and/or the Additional Users (as applicable) relating to the use and enjoyment of the Shared Amenities.

Shared Project Facilities

6.11 The development and the commercial development (the “**Commercial Development**”) located within a separate legal parcel situated adjacent to the development (such developments are, collectively, the “**Project**”) share or may share certain common utility systems and common facilities (collectively, the “**Shared Project Facilities**”). The owners, tenants and occupants of the strata lots will comply with the terms and conditions of any and all easements and other agreements (collectively, the “**Project Agreements**”) entered into or assumed by the strata corporation in respect of structural support for, access to, and/or the shared use and enjoyment of, the Shared Project Facilities and any and all rules and regulations established by the strata council for the development and the owner or strata council of the Commercial Development governing the structural support for, access to, and/or the use and enjoyment of, the Shared Project Facilities.

Cost Sharing Agreement

6.12 The owners of the strata lots acknowledge that the strata corporation is or may be a party to one or more cost sharing agreements (the “**Cost Sharing Agreements**”) (which may be included within one or more easements whereby the applicable shared use is permitted or contained within one or more separate instruments) pursuant to which the strata corporation is obligated to pay its proportionate share of the costs relating to the use, operation, repair and maintenance of: (a) the Shared Amenities that are shared by the development with one or more other developments within the Town Centre Neighbourhood and/or the Additional Users; and (b) the Shared Project Facilities that are shared by the development with the other development within the Project, and that the strata corporation’s share of the costs under each such agreement constitutes an expense of the strata corporation which will be borne by the owners of the strata lots in proportion to the unit entitlement of their respective strata lots or as otherwise set out in the budget of the strata corporation.

Guest Suites

6.13 The owners and occupants of the strata lots will be entitled to reserve through the property manager for the development one or both of the two guest suites located within the development (the “**Guest Suites**”) for the use of their visitors for such rental fee and subject to such restrictions and such rules with respect to use (including, for example, without limitation, restrictions and rules relating to reservation arrangements, the minimum and maximum periods of use, the maximum number of guests permitted in any Guest Suite at any time, the repair of any damage caused by guests, and the cleaning thereof) as the strata council may determine from time to time. The owners and occupants of the strata lots reserving any Guest Suites will comply, and will cause their guests using the Guest Suites to comply, with the restrictions and rules of the strata council governing the use of Guest Suites.

Miscellaneous

- 6.14**
- (1) No resident or visitor will smoke on common property; provided that residents may smoke on the balconies, patios or terraces which are limited common property for their strata lot.
 - (2) No resident or visitor may wear or use inline skates or skateboards anywhere in the building, including a strata lot.
 - (3) Residents must ensure that all entrance doors to strata lots are kept closed and kitchen extraction fans are used when cooking on the cooktop.