

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Howard Engman W8K43E	c=CA, cn=Howard Engman W8K43E, o=Notary, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=W8K43E

1. CONTACT: (Name, address, phone number)
PACIFICA FIRST MANAGEMENT LTD.

Telephone: 604-876-6400

2006 MAIN STREET - SUITE 218
VANCOUVER BC V5T 3C2

Document Fees: \$25.48

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:
Form-I Amendment to Bylaws LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]
NO PID NMBR THE OWNERS, STRATA PLAN VR2480

Related Plan Number: **VAS2480**

Form I

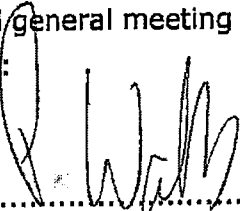
Strata Property Act

[am. B.C. Reg. 312/2009, s. 7.]

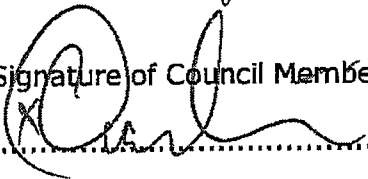
AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan VR 2480 [the registration number of the strata plan] certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special/general meeting held on 02/24/2015 [month day, year]*:

X 


Signature of Council Member

X 

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

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

~~104. PROPOSED RESOLUTION: 3/4 Vote APPROVED
Be It Resolved: That the Owners of Strata Plan VR-2480 approve changes to the move-in fee to be a non-refundable amount of \$200.00.~~

~~The Strata Council proposes to recover costs associated with damages incurred by residents while moving into the building.~~ 

RESOLUTIONS

01. PROPOSED RESOLUTION: - Majority Vote APPROVED

Be It Resolved: That Minutes of Special General Meeting dated May 29, 2014 be approved and adopted by a majority vote of eligible voters.

Explanation: It is by the Strata Property Act (the Act) that all previous minutes must be adopted officially by owners at a pre-determined percentage.

02. PROPOSED RESOLUTION: - Majority Vote APPROVED

Be It Resolved: That the 2015 Fiscal Year Budget for Strata Plan VR 2480 be approved, with changes, if any, by a majority vote of eligible voters.

Explanation: Each year, management prepares a proposed Operating Budget for Council's review prior to presentation to owners for approval at AGM. This Operating Budget will then be presented during AGM and subject to eligible owners' voting prior to becoming official in accordance to Strata Property Act (The Act).

03. PROPOSED RESOLUTION: - ¾ Vote APPROVED

Be It Resolved: That the Owners of Strata Plan VR 2480 approves the deferral of the Depreciation Report for a maximum period of one year or at a future special general meeting if sooner.

Explanation: The Strata Property Act and Regulations was modified on December 14, 2011 to include this Depreciation Report as a mandatory requirement. Owners can defer this report yearly by a ¾ vote at a general meeting. Therefore if this resolution is not passed, the Strata Corporation will have to have a Depreciation Report completed.

04. PROPOSED RESOLUTION: ¾ Vote APPROVED

Be It Resolved: That the Owners of Strata Plan VR 2480 approve changes to the move-in fee to be a non-refundable amount of \$200.00.

The Strata Council proposes to recover costs associated with damages incurred by residents while moving into the building.

05. PROPOSED RESOLUTION: ¾ Vote APPROVED

Be It Resolved: That the Owners of Strata Plan VR 2480 approve the transferring of the prior years Retained Earnings to the CRF.

The Strata Council recommends the surplus from 2014 of \$2,805.04 and 2013 of \$10,312.97 be transferred from the Operating Account into the Contingency Reserve Funds.

11 MAY 2010 13 58

BB1268925

Strata Property Act

FORM I


AMENDMENT TO BYLAWS

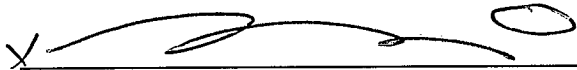
(Section 128)

The Owners, Strata Plan VR 2480 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on dated:

Wednesday, March 31, 2010 *:

SEE ATTACHED AMENDMENT TO BYLAWS

x 
Signature of Council Member MIKE McWILLIAMS PRESIDENT

x 
Signature of Second Council Member CHRIS WORTHY VICE PRESIDENT

* Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

3 / 4 Vote #1, Bylaw Amendments

Be It Resolved by a $\frac{3}{4}$ vote of the Owners, Strata Plan VR 2480 that the Owners amend and /or add the following bylaws below as presented, to the existing bylaws at the Land Title Office:

Motioned and Seconded by all owners present, to adopt the Amendments to Bylaws BELOW---together as follows:

i) TOO MANY COUNCIL MEMBERS:

Bylaw 16.2: Change to a 3 member Council;

Bylaw 21.1: Change to a 3 member Council.

In favour: 13 Against: 4 Abstained: 1 13/17= 76.5% in favour. **These 2 bylaw amendments were passed and carried.**

ii) COUNCIL MEMBERS/CONFLICT OF INTEREST/ETHICS:

Add, Bylaw 22.5: To read;

No owner, occupant or the spouse, partner, parent or adult child of an owner will be allowed to serve as a member of the Strata Council as long as there is any, legal action, being undertaken in any form by the owner against the Strata Corporation.

In favour: 16 Against: 2 Abstained: 0 16/18=88.9% in favour.

This bylaw amendment was passed and carried.

iii) RENOVATIONS:

Bylaw 12.7: Increase fine to \$500 (from \$200 fine).

In favour: 14 Against: 4 Abstained: 0 14/18= 77.8 % in favour.

This bylaw amendment was passed and carried.

iv) RENTALS:

Bylaw 60.6: Change the word "family" to read as "immediate family, to mean, father, mother, sister, and brother";

Bylaw 60.12: Currently reads as "...contravention of Bylaw 60.1....60.5..."

Change to read as "...contravention of Bylaw 60.1.....60.5, 60.10 and 60.11...60.16..60.18..."

In favour: 15 Against: 1 Abstained: 2 15/16= 93.8% in favour.

This bylaw amendment was passed and carried.

REGISTRAR
LAND TITLE OFFICE
NEW WESTMINSTER, BC

24 APR 2009 14 48

BB0935328

April 24 2009

Please receive herewith the following document(s) for filing:

Form I



Signature

PACIFICA FIRST MANAGEMENT
218-2006 MAIN STREET
VANCOUVER, B.C. V5T 3C2

DYE & DURHAM CLIENT
11061
ATTN: Tom Cihra
PHONE: (604) 676-6400

Strata Property Act
FORM I
AMENDMENT TO BYLAWS

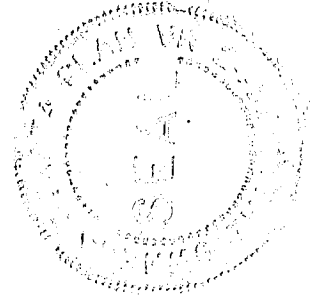
(Section 128)

The Owners, Strata Plan VR2480 [the registration number of the strata plan] certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on February 26, 2009. [month day, year]*:

- * [wording of bylaw amendment]
- * please see attachments (page 2)

[Signature]
Signature of Council Member

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



*Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

3/4 Vote #1, Bylaw Amendments

Be It Resolved by a 3/4 vote of the Owners, Strata Plan VR 2480 that the Owners amend and /or add the following bylaws below as presented, to the existing bylaws at the Land Title Office: (Please see Existing Bylaws registered on January 5, 2004 under #BW002701, attached with this registration.)

Motioned and seconded by all owners present, to adopt the amendments to Bylaws 7.2, 12.1, 12.7, and Bylaw 54.3----all together as follows:

Bylaw 7.2: Add a \$200 fine.

Bylaw 12.1: Increase fine to \$200.

Bylaw 12.7: Increase fine to \$200.

Bylaw 54.3: Add fine of \$200.

In favour: 15 Against: 0 Abstained: 0 **These 4 bylaw amendments were passed and carried.**

Motioned by 603 and seconded by 802, to adopt,

Bylaw 2.1: Increase fine to \$200.

In favour: 12 Against: 2 Abstained: 1 **This bylaw amendment was passed and carried.**

Motioned by 603 and seconded by 802 to adopt,

Bylaw 8.9: Increase fine to \$200. This bylaw amendment unanimously passed and carried.

Motioned to amend bylaw 10.5 to read as:

Bylaw 10.5 (new): Alterations/ changes to suites without prior approval, and the lack of the submission of an Indemnity Agreement to the Council---are subject to a \$200 fine.

Motioned by 603 and seconded by 802, to adopt,

Bylaw 10.5 to read as above. **This bylaw amendment unanimously passed and carried.**

Motioned by 604 and seconded by 503, to adopt,

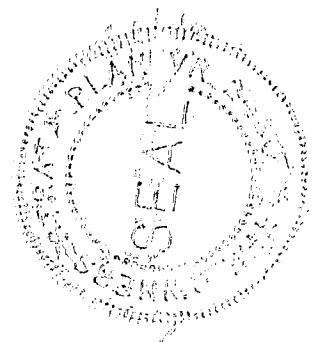
Add Bylaw 30.7: Add email decisions by Council as acceptable.

In favour: 13 Against: 2 Abstained: 0 **This bylaw was passed and carried.**

Motioned by 603 and seconded by 501, to adopt,

Bylaw 57.2: Bikes must be tagged or Council has the right to dispose of them.

In favour: 13 Against: 1 Abstained: 1 **Motion passed and carried.**



-5 JAN 2004 13 00
Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

BW002701

The Owners, Strata Plan VR 2480 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on December 11 / 03 *:

A. C. Wilkin

Signature of Council Member

Joseph Ahmad

Signature of Second Council Member

* Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.



BYLAWS FOR VR2480 / LORD YOUNG TERRACE
1225 BARCLAY STREET, VANCOUVER BC V6E 1H5

PREAMBLE

These Bylaws bind the Strata Corporation, owners, tenants and occupants to the same extent as if the Bylaws had been signed by the Strata Corporation and each owner, tenant and occupant and contained covenants on the part of the Strata Corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the Strata Corporation to observe and perform their provisions.

It is the responsibility of the owner, tenant or occupant to obtain copies of the Strata Property Act, S.B.C. 1998, c. 43, and the Strata Property Regulation, B.C. Reg.43/2000 and Amendments and become familiar with the application of the legislation as it applies to them as an owner, tenant or occupant.

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BYLAWS FOR VR2480 / LORD YOUNG TERRACE
1225 BARCLAY STREET, VANCOUVER BC V6E 1H5

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**SCHEDULE OF BYLAWS
FOR STRATA PLAN VR 2480**

BYLAWS

Unless otherwise stated, all terms, definitions and interpretation have the meanings prescribed in the Strata Property Act, S.B.C. 1998, c. 43, hereafter called "the Act" and/or the Strata Property Regulation, B.C. Reg.43/2000 hereafter called "the Regulation".

For purposes of these Bylaws;

- a) the word "residents" means collectively, owners, tenants and occupants
- b) the word "resident" means collectively, an owner, a tenant and an occupant
- c) the word "visitor" means a person visiting a resident or residents for a period of less than 30 consecutive days.
- d) the word "visitors" means persons visiting a resident or residents for a period of less than 30 consecutive days

1. THE DUTIES OF AN OWNER SHALL INCLUDE AND NOT BE LIMITED TO:

1.1 permitting the Strata Corporation and its agents, at all reasonable times on notice, except in case of emergency when no notice is required, to enter the strata lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or common property, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the Strata Corporation, or for the purpose of ensuring that the bylaws are being observed;

1.2 promptly carrying out all work that may be ordered by any competent public or local authority in respect of the owner's strata lot other than work for the benefit of the building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the owner's strata lot;

1.3 repairing and maintaining the owners strata lot, including windows and doors, and areas allocated to the owners exclusive use, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;

1.4 using and enjoyment of the common property, common facilities or other assets of the Strata Corporation in a manner that will not unreasonably interfere with the use and enjoyment by other owners, occupants, tenants, their families or visitors;

1.5 not using the owner's strata lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any resident(s) of any Strata Lot, whether an owner or not, or the owner's family;

1.6 notifying the Strata Corporation promptly on any change of ownership or of any mortgage or other dealing in connection with the owner's strata lot;

1.7 complying strictly with these bylaws and all other bylaws of the Strata Corporation and with rules and regulations adopted from time to time; and

1.8 receiving the written permission of the Strata Council before undertaking alterations to the exterior or structure of the strata lot, but permission shall not be unreasonably withheld.

2. COMPLIANCE WITH BYLAWS AND RULES

2.1 Residents and visitors must comply fully with the Bylaws and rules of the Strata Corporation. Non-compliance shall result in a minimum fine of \$100.00 for each offence or as may be specified.

3. PAYMENT OF STRATA FEES AND SPECIAL LEVIES

- 3.1 An owner must pay Strata fees on or before the first day of the month to which the Strata fees relate.
- 3.2 Where an owner fails to pay Strata fees in accordance with By-Law 3.1, outstanding Strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay Strata fees on the due date will result in a fine of \$50.00 for each contravention of By-Law 3.1.
- 3.3 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.
- 3.4 Failure by an owner to submit twelve (12) monthly, post-dated Strata fee cheques or written authorization for automatic debit in accordance with By-Law 3.3 is a contravention of By-Law 3.3 and the Strata Corporation will levy a fine of \$50.00 for each contravention and an administration charge of \$50.00. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$50.00 and an administration charge of \$50.00.
- 3.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 3.6 Failure to pay a special levy on the due date will result in a fine of \$200.00 for each contravention of By-Law 3.5.
- 3.7 Where an owner fails to pay a special levy in accordance with By-Law 3.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

4. REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

- 4.1 An owner must repair and maintain the owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation as defined by the Act, the Regulations or these Bylaws.
- 4.2 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 as defined by the Act, the Regulations or these Bylaws.

5. PERMIT ENTRY TO STRATA LOT

- 5.1 A resident(s) or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot or limited common property
- (a) in an emergency, without notice, to ensure safety or prevent loss or damage;
 - (b) at a reasonable time, on 48 hours' written notice 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.
- 5.2 If forced entry to a Strata Lot is required due to an emergency and all reasonable efforts to contact the resident of the Strata Lot failed the owner shall be responsible for all costs of forced entry incurred by the Strata Corporation.
- 5.3 The notice referred to in By-Law 5.1(b) must include the date and approximate time of entry, and the reason for entry.

6. NOTICES

- 6.1 Unless otherwise specifically stated in these Bylaws, delivery of any notice required to be given under the Act, the Regulations and/or these Bylaws shall be well and sufficiently given if mailed to the owner at the address of the owner's strata lot and/or if left with the owner or an adult resident at that address.
- 6.2 A notice given by mail shall be deemed to have been received 5 (five) days after it is mailed. The Strata Corporation shall utilize "registered" postal services at its discretion.

6.3 An owner may at any time in writing advise the Strata Corporation of a change of address to which notice(s) shall be given and thereafter the address specified shall be deemed to be the address of the owner for the giving of notices.

6.4 The word "notice" shall include but not be limited to any request, statement or other writing required or permitted to be given by the Strata Corporation to the owner of the strata lot.

7. USE OF PROPERTY

7.1 A resident(s) or visitor(s) must not use a Strata Lot, the common property or common assets in a way that:

7.1.1 causes a nuisance or hazard to another person ✓

7.1.2 unreasonably interferes with the rights of other persons or residents to use and enjoy the common property, common assets or another Strata Lot ✓

7.1.3 is illegal

7.1.4 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.

7.2 A resident(s) or visitor(s) 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 Part 9, Section 149 of the Act.

7.3 An owner, occupant or tenant is responsible for any damage caused by occupants, tenants or visitors to the owner's Strata Lot or common area of the Property.

7.4 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, and common assets or to any Strata Lot by the owner's act, omission, negligence or carelessness or by that of an 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, and for the purposes of Bylaws 7.1, 7.2 and 7.3, 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.

7.5 A resident must not use, or permit to be used, the Strata Lot except as a private dwelling home. Unless granted prior written approval by the Council, a resident must not allow;

(a) more than two (2) persons to occupy a Strata Lot originally designated by the owner developer as a one (1) bedroom unit or,

(b) more than four (4) persons to occupy a Strata Lot originally designated by the owner developer as a two (2) bedroom unit.

For the purposes of this By-Law 7.5, a "person" is defined to include children, but exclude visitors staying for less than 30 consecutive days with an owner, occupant or tenant of a Strata Lot.

7.6 An owner who alleges hardship as a result of the passage of By-Law 7.5 may appeal to the Council for permission to be exempt from By-Law 7.5 on the basis of hardship and the Council must not unreasonably refuse the appeal.

7.7 A resident may use ONLY electric or gas barbeques or similar cooking devices in, on or about any Strata Lot or balcony.

7.8 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.

7.9 A resident must not erect or display or permit to be erected or displayed any sign(s) or fixtures of any kind on the common property or in a Strata Lot, unless authorized by the Council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.

7.10 A resident must ensure that drapes or blinds visible from the outside of the building are cream or white in colour.

7.11 A resident must ensure that no laundry, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.

7.12 Only free standing, self-contained planter boxes or containers, summer furniture and accessories may be placed on balconies.

7.13 A resident who installs Christmas lights must install them after December 1st of the year approaching Christmas and must remove them before January 31st of the year following Christmas.

8. PETS AND ANIMALS

8.1 A resident or visitor must not keep any pets on a Strata Lot or common property or on land that is a common asset except in accordance with these Bylaws.

8.2 A resident 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.

8.3 A resident must not keep a pet on a Strata Lot other than one or more of the following:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged mammals;
- (c) up to 2 caged birds;
- (d) 1 dog
- (e) up to 2 cats

8.4 The restrictions in 8.3 shall not apply to those pets which are owned by an owner or tenant at the effective date of these Bylaws. This grandfathering will apply only during the life of the specific pet.

8.5 A resident must not harbor exotic pets, including but not limited to, snakes, reptiles, spiders or large members of the cat family.

8.6 A resident must not keep a Permitted Pet which is a nuisance on a Strata Lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of Council, the Permitted Pet is a nuisance 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 said pet to be removed permanently from the Strata Lot, the common property or common asset or all of them.

8.7 A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.

8.8 A Strata Lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

8.9 A resident who contravenes any of Bylaws 8.1 to 8.5 (inclusive), 8.7 or 8.8 will be subject to a \$100.00 fine for each occurrence.

8.10 Notwithstanding By-Law 8.6, a resident whose pet contravenes By-Law 8.6 will be subject to an immediate injunction application and the owner of the Strata Lot will be responsible for all expenses incurred by the Strata Corporation to obtain the injunction, including legal costs.

9. NEW OWNERS AND EXISTING OWNERS, TENANTS AND OCCUPANTS

9.1 An owner must provide the following information to the Strata Corporation within TWO weeks (14 consecutive days) of becoming an owner:

- (a) the owner's name(s) and
- (b) the Strata Lot number and mailing address of the Owner if outside the Strata plan
- (c) the name(s) of ALL residents,
- (d) the residential and business telephone number(s) of ALL residents,
- (e) the Strata Lot number and mailing address of ALL residents if outside the Strata plan.
- (f) the owner's occupant's and/or tenant's vehicle descriptions including make, model, colour and licence number and parking space number. NOTE: Owners and/or Tenants are assigned a total of ONE parking space per Strata Lot. Owners, Occupants, and Tenants are NOT permitted to park in Visitor Parking. See Bylaw 54.1.

9.2 A Tenant(s) must provide the following information to the Strata Corporation within ONE week (7 consecutive days) of becoming a Tenant:

- (a) the full name of ALL Tenants occupying the designated Suite / Strata Lot Number
- (b) the mailing address of the Tenant(s) if outside the Strata plan
- (c) the Tenant's vehicle description including make, model, colour and licence number and assigned parking space number. NOTE: Owners and/or Tenants are assigned a total of ONE parking space per Strata Lot. Owners, Occupants, and Tenants are NOT permitted to park in Visitor Parking. See Bylaw 54.1.
- (d) the residential and business telephone number(s) of each Tenant.

9.3 Information obtained in compliance with Bylaws 9.1 and 9.2 is required for emergency purposes and/or administrative purposes relating to matters of safety and/or security and to communicate information relating to the operation of the Property. ALL information shall be kept secure, private and not published or distributed beyond current members of the Strata Council or the Property Manager.

10. OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT

10.1 An owner intending to apply to the Strata Corporation for permission to alter a Strata Lot must submit, in writing, detailed plans and written description of the intended alteration which must include the completion date.

10.2 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 the building;
- (b) the exterior of the building;
- (c) patios and balconies or other things attached to the exterior of the building;
- (d) doors, windows on the exterior of the building, or that front on the common property;
- (e) railings or similar structures that enclose a patio, deck or balcony;
- (f) common property located within the boundaries of a Strata Lot;
- (g) those parts of the Strata Lot which the Strata Corporation must insure under Part 9, Section 149 of the Act; and
- (h) wiring, plumbing, piping, heating, air conditioning and other services.

10.3 The Strata Corporation must not unreasonably withhold its approval under By-Law 10.1, 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 and to indemnify and hold harmless the Strata Corporation for any future costs in connection with the alteration.

10.4 Alterations must be done in accordance with the design or plans approved by the Strata Corporation or its duly authorized representatives.

11. ALTERING COMMON PROPERTY

11.1 An owner must obtain the written approval of the Strata Corporation before making or authorizing any alteration to common property including limited common property or common assets

11.2 An owner, as part of the owner's application to the Strata Corporation, the Strata Corporation's Agent or Property Management Company of the Strata Corporation shall request permission to alter common property, limited common property or common assets, must:

- (a) submit in writing, detailed plans and description of the intended alteration;
- (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the Strata Council; and
- (c) obtain the consent of the owners by written approval of the Strata Council under Bylaw 11.1.

11.3 The Strata Corporation will require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, but not limited to, the following:

- (a) that alterations be done in accordance with the design or plans approved by the Strata Council or its duly authorized representatives;
- (b) that the standard of work and materials be not less than that of the existing structure(s);
- (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
- (d) that the owner(s) of the Strata Lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as that person(s) remains an owner(s), be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the Strata Corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;
- (e) benefit of said alteration must, with respect only to claims or demands arising during the time that they shall have been the owner, indemnify and hold harmless the Strata Corporation, its Council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the Strata Corporation as the result of such claim or demand will be the responsibility of the owner of the Strata Lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the Strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the due date of payment of monthly Strata fees.

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

11.5 An owner who, subsequent to the passage of Bylaws 11.1 to 11.3 inclusive, alters common property or limited common property without adhering strictly to these Bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the Strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly Strata fees.

12. RENOVATIONS / ALTERATIONS

12.1 An owner must give the Strata Corporation's Property Management Company prior written notice of the scheduled arrival of trade persons or delivery of materials and the completion date as may be applicable to the renovations / alterations. Trade persons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded trade persons will result in the levy of fines of not less than \$100.00 for each offense. In addition the owner shall be fully responsible for all work related to the renovation/alteration of their strata lot and shall pay all costs associated with any damage to the common property.

12.2 A resident must not permit any construction dirt, debris, materials or packaging to be deposited in the Strata Corporation's disposal containers. The resident shall be responsible for disposal of all construction dirt, debris, materials or packaging at an appropriate municipal disposal/garbage/recycling location.

12.3 A resident is fully responsible to ensure that during renovations/alterations:
(a) protective material is installed to protect common areas from any dirt, spillage or dripping; and
(b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the Council) and the residential corridor thoroughly vacuumed daily.

12.4 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 8:00 p.m., Monday through Friday and 10am to 6pm Saturday, Sunday and Holidays.

12.5 An owner or the owner's agent must be in attendance for all significant renovations/alterations, the determination of significant shall be at the discretion of the Strata Council.

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

12.7 An owner in contravention of Bylaws 12.1 to 12.6 (inclusive) shall be subject to a fine of \$100.00 for each contravention, as well as be responsible for any clean up or repair costs.

13. DUTIES OF THE STRATA CORPORATION

13.1 The Strata Corporation shall:

(a) control, manage and administer the common property, common facilities or other assets of the corporation for the benefit of all owners;

(b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevator and other apparatus and equipment used in connection with the common property, common facilities or other assets of the corporation;

(c) maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas, public halls and lobbies;

(d) maintain and repair, including renewal where reasonably necessary, pipes, wires, cables, carpets, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one strata lot or common property;

(e) on the written request of an owner or mortgagee of a strata lot, produce to the requestor or a person authorized in writing by the requestor the insurance policies effected by the corporation and the receipts for the last premiums;

(f) maintain and repair the exterior of the building, excluding windows, doors, balconies, and patios included in a strata lot, including the decorating and/or painting of the whole of the exterior of the building;

(g) collect and receive all contributions toward the common expenses paid by the owners and deposit the same with a financial institution; and

(h) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Corporation.

14. POWERS OF THE STRATA CORPORATION

14.1 The Strata Corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common property, common facilities or other assets of the corporation;
- (b) borrow money required by it in the performance of its duties or the exercise of its powers;
- (c) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
- (d) invest as it may determine in separate accounts money in the fund for administrative expenses, or in the contingency reserve fund;
- (e) make an agreement with an owner or occupier of a strata lot for the provision of amenities or services by it to the strata lot or to the owner or occupier;
- (h) make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the common property, common facilities or other assets of the corporation;
- (i) do all things necessary for the enforcement of the bylaws, rules and regulations of the Strata Corporation and for the control, management and administration of the common property, common facilities or other assets of the Strata Corporation in general including establishing, assessing and collecting fines for contravention of the bylaws, rules or regulations;
- (j) subject to this Act, determine the levy for the contingency reserve fund which shall be not less than 5% of the total annual budget, until the reserve reaches amount that the Strata Council considers sufficient having regard to the type of buildings in the strata plan, and thereafter raise further amounts of replacements of funds from time to time and over a period of time as the Strata Council deems fit; and
- (k) join any organization serving the interests of Strata Corporations and assess the membership fee in the organization as part of the common expenses.

15. REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

15.1 The Strata Corporation must repair and maintain all of the following:

15.1.1 common assets of the Strata Corporation

15.1.2 common property that has not been designated as limited common property

15.1.3 limited common property, but the duty to repair and maintain it is restricted to repair and maintenance that in the ordinary course of events occur less often than once a year and the following no matter how often the repair or maintenance ordinarily occurs:

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

16. STRATA COUNCIL

16.1 The powers and duties of the Strata Corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the Council of the Strata Corporation.

16.2 The Council shall be elected by and from among the owners and shall consist of not less than 3 or more than 7 members, except as provided in Sections 89 and 90 of the Act (Liens and Other Charges).

16.3 Where a strata lot is owned by more than one person, only one owner of the strata lot shall be a member of the Council at any one time.

16.4 At each Annual General Meeting of the Strata Corporation all the members of the Council shall retire from office and the Strata Corporation shall elect a new Council. A retiring member of the Council is eligible for re-election.

17. VACANCIES and QUORUM

17.1 The Strata Corporation may, by resolution at an extraordinary general meeting, remove for cause a member of the Council before expiry of the owner's term of office and appoint another owner in the owner's place, to hold office until the next Annual General Meeting.

17.2 A vacancy on the Council may be filled by the remaining members of the Council.

17.3 A quorum of the Council is 2 where the Council consists of 4 or fewer members, 3 where it consists of 5 or 6 members and 4 where it consists of 7 members.

18. OFFICERS AND MEETINGS

18.1 At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council shall elect from among its members a Chairperson and Vice Chairperson, who shall hold office until the conclusion of the next Annual General Meeting of the Strata Corporation or until their successors are elected or appointed.

18.2 The Chairperson of the Council shall have a casting vote in addition to his original vote.

18.3 Where the Chairperson is absent from any meeting of the Council, or vacates the chair during the course of a meeting, the Vice Chairperson shall act as the Chairperson and have all the duties and powers of the Chairperson while so acting.

18.4 In the absence of both the Chairperson and the Vice Chairperson, the members present shall from among themselves appoint a Chairperson for that meeting, who shall have all the duties and powers of the Chairperson while so acting.

18.5 At meetings of the Council all matters shall be determined by simple majority vote.

19. COUNCIL POWERS

The Council may:

19.1 meet together for the conduct of business, adjourn and otherwise regulate its meetings as they see fit, and the Council shall meet when any member gives the other members not less than 7 days notice of a meeting proposed by the Council Member, specifying the reason for calling the meeting, unless the other Members agree to waive the notice;

19.2 employ for and on behalf of the Strata Corporation agents and employees as it thinks proper for the control, management and administration of the common property, common facilities or other assets of the corporation and the exercise and performance of the powers and duties of the corporation; and

19.3 subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members, or to a member or committee of members of the Strata Corporation, or to its manager, those of its powers and duties it thinks proper, and at anytime revoke a delegation.

20. COUNCIL DUTIES

20.1 The Council shall keep, in one location, or in the possession of one person, and shall make available on request to an owner or a person authorized by him:

- (a) a copy of the Act, the Regulations and of changes to these Bylaws;
- (b) a copy of special or unanimous resolutions;
- (c) a copy of all the legal agreements to which the Corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licences, easements or rights of way;

- 20.1 (d) a register of the members of the Council;
(e) a register of the strata lot owners, setting out the strata lot number, the name of the owner, the unit entitlement, the name and address of any mortgagee who has notified the Strata Corporation, the name of any tenant or lessee, and a notation of any assignment by the owner to the lessee;
(f) the annual budget for each year; and
(g) minutes of all general meetings and of all Council meetings.

20.2 The Council shall:

- (a) keep minutes of its proceedings;
(b) cause minutes to be kept of general meetings;
(c) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure take place;
(d) prepare proper accounts relating to all money of the Corporation and the income and expenditure of the Corporation for each Annual General Meeting; and
(e) on application of an owner or mortgagee, or a person authorized in writing by him, make the books of account available for inspection at all reasonable times.

20.3 All acts done in good faith by the Council are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the Council, as valid as if the member had been duly appointed or had duly continued in office.

20.4 A member of a Strata Council is not personally liable for an act done in good faith in carrying out his duties as a member of the Council.

21. COUNCIL SIZE

21.1 The Council must have at least 5 and not more than 7 members.

22. COUNCIL ELIGIBILITY

22.1 The spouse, partner, parent or adult child of an owner may stand for Council.

22.2 No person may stand for Council or continue to be on Council with respect to a Strata Lot if the Strata Corporation has registered a lien against that Strata Lot under the Act Part 6 Division 6 Section 116.1 (Certificate of Lien).

22.3 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.

22.4 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 for which the owner is responsible under Section 131 of the Act (Owner's Responsibility For Fines And Costs Incurred By A Tenant(s)).

23. COUNCIL MEMBERS' TERMS

23.1 The term of office of a Council Member ends at the end of the Annual General Meeting at which time the new Council is elected.

23.2 A person whose term as Council member is ending is eligible for re-election.

24. REMOVING COUNCIL MEMBER(S)

24.1 The Strata Corporation may, by a resolution passed by two-thirds (2/3) vote at a Extraordinary General Meeting, remove one or more Council members. The Strata Corporation must pass a separate resolution for each Council member to be removed. In this By-Law 24.1, a 2/3 (two-thirds) vote means a vote in favour of a resolution by at least 2/3 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.

24.2 After removing a Council member, the Strata Corporation may hold an election at the same Annual or Extraordinary General Meeting to replace the Council member for the remainder of the term or the remaining members of the Council may appoint a replacement Council member for the remainder of the term.

24.3 If the Strata Corporation removes all of the Council members, the Strata Corporation must hold an election at the same Annual or Extraordinary General Meeting to replace the Council members for the remainder of the term up to, at least, the minimum number of five Council members required by Bylaw 21.1 of the Strata Corporation for the remainder of the term.

24.4 The Council may appoint the remaining Council members necessary to achieve a quorum for the Strata Corporation, even if the absence of the members being replaced leaves the Council without a quorum.

24.5 A replacement Council member appointed pursuant to Bylaws 25.2 and 25.4 may be appointed from any person eligible to sit on the Council.

25. REPLACING COUNCIL MEMBER(S)

25.1 If a Council member resigns or is unwilling or unable to act, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.

25.2 A replacement Council member may be appointed from any person eligible to sit on the Council.

25.3 The Council may appoint a Council member under By-Law 25.2 even if the absence of the member being replaced leaves the Council without a quorum.

25.4 If all the members of the Council resign or are unwilling or unable to act, persons holding at least 25% of the Strata Corporation's votes may hold a Extraordinary 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.

26. OFFICERS

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

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

26.3 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.

26.4 The Strata Council may vote to remove an officer.

26.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the Council members may elect a replacement officer from among themselves for the remainder of the term.

27. CALLING COUNCIL MEETINGS

27.1 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.

27.2 The notice in By-Law 27.1 does not have to be in writing.

27.3 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 consent in advance of the meeting, or are unavailable to provide consent after reasonable attempts to contact them.

28. REQUISITION OF COUNCIL HEARING

28.1 By application in writing, a resident may request a hearing at a Council meeting stating the reasons for the request.

28.2 Except for a hearing pursuant to Part 8 Section 144 of the Act (Exemption From Rental Restriction), if a hearing is requested under By-Law 28.1, the Council must hold a meeting to hear the applicant within 1 (one) month of the date of receipt by the Council of the application.

28.3 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 date of the hearing.

29. QUORUM OF COUNCIL

29.1 A quorum of the Council is 3 Members, as the Council consists of 6 members or less.

29.2 Council members must be present in person at the Council meeting to be counted in establishing quorum.

Also see Section 30.3 (30.3 If a Council meeting is held by electronic means such as a teleconference call, Council members are deemed to be present in person.)

30. COUNCIL MEETINGS

30.1 The Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as they see fit.

30.2 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.

30.3 If a Council meeting is held by electronic means, such as a teleconference call, Council members are deemed to be present in person.

30.4 A person who attends the Council meeting by electronic means will be responsible for any expenses relating to the set up and use of this electronic means.

30.5 Owners and spouses/partners of owners may attend Council meetings as observers.

30.6 Despite By-Law 30.4, no observers may attend those portions of Council meetings that deal with any of the following:

- 30.6.1 By-Law contravention hearings under Section 135 of the Act (Complaint – Right to Answer And Notice Of Decision);
- 30.6.2 rental restriction By-Law exemption hearings under Section 144 of the Act (Exemption From Rental Restriction);
- 30.6.3 any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

31. VOTING AT COUNCIL MEETINGS

- 31.1 At Council meetings, decisions must be made by a majority of Council members present in person at the meeting.
- 31.2 If there is a tie vote at a Council meeting, the President may break the tie by casting a second, deciding vote.
- 31.3 The results of all votes at a Council meeting must be recorded in the Council meeting minutes.

32. COUNCIL TO INFORM OWNERS OF MINUTES

- 32.1 The Council must circulate to or post for owners the minutes of all Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

33. DELEGATION OF COUNCIL'S POWERS AND DUTIES

- 33.1 Subject to Bylaws 33.2, 33.3 and 33.4, 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.
- 33.2 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 By-Law 33.3.
- 33.3 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.
- 33.4 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,
 - (c) whether an owner should be granted an exemption from a rental restriction Bylaw under Section 144 of the Act (Exemption From Rental Restriction).

34. SPENDING RESTRICTIONS

- 34.1 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.

35. LIMITATION OF LIABILITY OF COUNCIL MEMBER

- 35.1 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.
- 35.2 By-Law 35.1 does not affect a Council member's liability, as an owner, for a judgment against the Strata Corporation.
- 35.3 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.

36. VIOLATION OF BYLAWS

36.1 An infraction or violation of these Bylaws or any Rules and/or Regulations established under them on the part of an owner, the owner's employees, agents, invitees or tenants may be corrected, remedied or cured by the Strata Corporation. Any costs or expense so incurred by the corporation shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the costs or expense are incurred, but not necessarily paid by the Corporation, and shall become due and payable on the date of payment of the monthly assessment.

36.2 The Strata Corporation may recover from an owner by an action for debt in a court of competent jurisdiction money which the Strata Corporation is required to expend as a result of an act or omission by the owner, the owner's employees, agents, invitees or tenants, or an infraction or violation of these Bylaws or any rules or regulations established under them.

37. FINES

37.1 Except where specifically stated to be otherwise in these Bylaws the Strata Corporation may fine an owner(s), occupant(s) or tenant(s):

- (a) A maximum of \$200.00 for each contravention of a Bylaw. and
- (b) A maximum \$50.00 for each contravention of a Rule.

37.2 The Council must, if it determines in its discretion that a resident is in repeated contravention of any Bylaws or Rules of the Strata Corporation, levy a fine(s). Fines so levied shall be immediately 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.

38. CONTINUING CONTRAVENTION

28.1 Except where specifically stated to be otherwise in these Bylaws if an activity or lack of activity that constitutes a contravention of a Bylaw or Rule continues, without interruption, for longer than 7 days then a fine may be imposed every 7 days.

39. GENERAL MEETINGS

39.1 Annual General Meetings shall be held once in each year, and not more than 13 months shall elapse between one Annual General Meeting and the next.

39.2 General meetings other than the Annual General Meetings shall be called Extraordinary General Meetings.

39.3 The Strata Council may, whenever it thinks proper, and shall on a requisition in writing by owners or mortgagees of 25% of the strata lots, within 20 consecutive days after the requisition, convene an Extraordinary General Meeting.

39.4 Seven days' notice of every General Meeting specifying the place, date and hour of the meeting, and in case of special business the general nature of that business, shall be given to all owners and first mortgagees who have notified their interests to the Strata Corporation. Accidental omission to give notice to an owner or to a first mortgagee or failure to receive the notice by an owner does not invalidate proceedings at the meeting.

40. PROCEDURE / ANNUAL & EXTRAORDINARY GENERAL MEETINGS

40.1 All business shall be deemed special that is transacted at an Annual General Meeting, with the exception of the consideration of accounts and election of members to the Strata Council, or at an extraordinary general meeting.

40.2 Save as in these Bylaws otherwise provided, business shall not be transacted at a general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.

40.3 One third of the persons entitled to vote present in person or by proxy constitutes a quorum.

40.4 If within 30 minutes from the time appointed for a General Meeting a quorum is not present, the meeting stands adjourned to the same day in the next week at the same place and time. If, at the adjourned meeting, a quorum is not present within 30 minutes from the time appointed for the meeting then those persons entitled to vote and being present shall constitute a quorum.

40.5 The Chairperson of the Council shall be the Chairperson of all General Meetings. In the Chairperson's absence from the meeting or in case the Chairperson vacates the chair; the Vice Chairperson of the Council shall act as Chairperson. In other cases, the meeting shall appoint a Chairperson.

40.6 The order of business at General Meetings, and as far as is appropriate for Extraordinary General Meetings, shall be

- (a) Electing the Chairperson of the meeting, if necessary;
- (b) Calling the roll, certifying proxies and issuing a voting card for each strata lot represented at the meeting;
- (c) Filing proof of notice of meeting or waiver of notice;
- (d) Reading and disposing of any unapproved minutes;
- (e) Receiving reports of committees;
- (f) Considering the accounts;
- (g) Electing a Strata Council, if necessary;
- (h) Unfinished business;
- (i) new business; and
- (j) adjournment

41. VOTING AT MEETINGS

41.1 At a General Meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is requested by an owner present in person or by proxy. A request for a poll may be withdrawn.

41.2 Unless a poll is requested, a declaration by the Chairperson that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.

41.3 A poll, if demanded, shall be taken in whatever manner the Chairperson thinks proper, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was requested.

41.4 In the case of equality in the votes, whether on a show of hands or on a poll, the Chairperson of the meeting is entitled to a casting vote in addition to his original vote.

41.5 On a show of hands, an owner shall indicate their vote by showing their voting card. On a show of hands or on a poll, votes may be given either personally or by proxy.

41.6 Except in cases where, under this Act, a unanimous resolution is required, an owner is not entitled to vote at a General Meeting unless all contributions payable for the owner's strata lot have been paid in full.

41.7 Where owners are entitled to successive interests in a lot, the owner entitled to the first interest is alone entitled to vote whether on a show of hands or a poll.

41.8 An owner who is a trustee is entitled to exercise the vote for the Strata Lot. The persons beneficially interested may not vote.

42. PROXIES

42.1 An instrument appointing a proxy (the Act, Form "A") shall be in writing and signed by the appointer or the owner's attorney and may be either general or for a particular meeting.

42.2 A proxy need not be an owner.

42.3 Notwithstanding the provisions of these Bylaws on appointment of a proxy, where the owner's interest is subject to a registered mortgage and where the mortgage provides that the power of vote conferred on an owner under this Act may be exercised by the mortgagee and where the mortgagee has given written notice of the owner's mortgage to the corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his presence at the calling of the roll and he, rather than the owner, shall be issued a voting card.

43. QUORUM OF MEETING

43.1 If within 1/2 hour from the time appointed for an Annual or Extraordinary General Meeting, a quorum is not present:

(a) The meeting stands adjourned for a further 1/2 hour on the same day and at the same place.

(b) If within a further 1/2 hour from the time of the adjournment, a quorum is not present, the eligible voters present in person, electronically or by proxy, constitute a quorum.

This By-Law does not apply to a meeting demanded pursuant to Section 43 of the Act (Extraordinary General Meeting Called By Voters).

44. PERSON TO CHAIR MEETING

44.1 Annual and Extraordinary General Meetings must be chaired by the President of the Council.

44.2 If the President of the Council is unwilling or unable to act, the meeting must be chaired by the Vice President of the Council.

44.3 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, eligible to vote, who are present at the meeting.

45. PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS

45.1 Tenants and occupants may attend Annual and Extraordinary General Meetings, whether or not they are eligible to vote.

45.2 Persons who are not eligible to vote, may not participate in the discussion at a meeting.

45.3 Tenants who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

46. VOTING

46.1 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 (Certificate of Lien).

46.2 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, including legal costs, for which the owner is responsible under section 131 of the Act.

- 46.3 At an Annual or Extraordinary General Meeting, voting cards must be issued to eligible voters.
- 46.4 At an Annual or Extraordinary General Meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 46.5 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.
- 46.6 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 minutes of the meeting.
- 46.7 If there is a tie vote at an Annual or Extraordinary 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.
- 46.8 Despite anything in Bylaws 46.1 to 46.7 (inclusive), 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.

47. ELECTRONIC ATTENDANCE AT MEETINGS

- 47.1 A person who is eligible to vote may attend an Annual or Extraordinary General Meeting by electronic means so long as the person and all other participants can communicate with each other.
- 47.2 If an Annual or Extraordinary 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.
- 47.3 The person who attends the meeting by electronic means will be responsible for any expenses relating to the set up and use of this electronic means.

48. ORDER OF BUSINESS

- 48.1 The order of business at Annual and Extraordinary 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 Extraordinary 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 under section 125 of the Act;
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;
 - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act
 - (m) elect a Council if the meeting is an Annual General Meeting;
 - (n) terminate the meeting.

49. COMMON EXPENSES

49.1 The strata lot owner's contribution to the common expenses of the Strata Corporation shall be levied in accordance with this Bylaw.

49.2 Where a strata plan consists of more than one type of strata lot, the common expenses shall be apportioned in the following manner:

49.2(a) common expenses attributable to one or more type of strata lot shall be allocated to that type of strata lot and shall be borne by the owners of that type of strata lot in the proportion that the unit entitlement of that strata lot bears to the aggregate unit entitlement of all types of strata lots concerned;

49.2(b) Common expenses not attributable to a particular type or types of strata lot shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit entitlement of their strata lots.

49.3 Where a 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 shall be borne by the owners of the strata lots entitled to use the limited common property in proportion to the unit entitlement of their strata lots.

49.4 At the Annual General Meeting, the Strata Corporation shall cause to be prepared a budget for a period commencing on the date of the Annual General Meeting and ending on the first anniversary of the last day of the month during which the Annual General Meeting is held. After that, all owners shall pay a monthly assessment based on the budget determined in accordance with their unit entitlements.

49.5 Where, at the Annual General Meeting, the budget shows that the estimated common expenses as shown on the interim budget exceeded the actual common expenses, the owners shall receive from the Strata Corporation a rebate of their contribution to the common expenses, based on the unit entitlement of the strata lots for which their contribution was paid, and the period of time during which their contribution was paid.

49.6 At each Annual General Meeting the Strata Corporation shall prepare an Annual budget for the following 12 month period and, after that, all owners shall pay a monthly assessment in accordance with their unit entitlement.

50. VOLUNTARY DISPUTE RESOLUTION

50.1 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.

50.2 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.

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

51. AUTHORIZATION TO PROCEED

51.1 The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owner(s), to recover from an owner or other person, by an action in debt in Small Claims Court money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs including legal costs of remedying a contravention of the Bylaws or Rules and to recover money which the Strata Corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

52. BY-LAW 1000: EARTHQUAKE INSURANCE DEDUCTIBLE

52.1 Where the Strata Corporation is required to repair, replace and/or maintain any portion of the common property, common facilities, assets, including strata lots comprised in the building(s) (the "Property") that are usually the subject of insurance pursuant to Section 54 of the Act (Review And Report On Insurance) and whereas the Strata Corporation is subject to an insurance deductible greater than five (5) percent of the insured value of the Property, in the event of damage to the Property caused by an earthquake the Strata Corporation shall levy a special assessment upon all owners of the Strata Corporation in proportion to the respective unit entitlement of each owner's strata lot in an amount equivalent to the deductible or such lesser amount as may be required to complete all repairs to and replacement of the Property as necessary.

In the event of an earthquake, the special assessment shall immediately become due and payable in full and any owner who sells, conveys or transfers his/her title, including a remortgage, shall pay the full amount outstanding. As a matter of financial convenience only, the owners may pay the special assessment over a period of six (6) months, such payments to be equally divided and commencing on the first day of the month following declaration of this by-law by the Strata Council or any duly appointed administrator in lieu of the Strata Council. Any installment not made on the first of each month shall be assessed a fine of \$100. The Strata Corporation may further add interest charges.

This special assessment shall be considered as part of the common expenses of the Strata Corporation and Part 6, Division 4, Sections 108, 109 and 110 (Special Levies And User Fees) and Division 6, Sections 112 to 118 Inclusive (Money Owed to The Strata Corporation) of the Act shall be applicable where an owner fails to make the required payment as authorized by this by-law.

53. INSURANCE

53.1 The Strata Corporation must insure against major perils as set out in Part 9 of the Act including without limitation, earthquakes.

54. VISITOR PARKING

54.1 Only visitors can park in the two designated Visitor Parking stalls for a maximum of 24 hours.

54.2 Vehicles parked in Visitor Parking MUST display a valid LYT (Lord Young Terrace) Parking Pass. The LYT Parking Pass has been assigned a coded number unique to each suite.

54.3 Vehicles parked without a visible and valid LYT (Lord Young Terrace) Parking Passes will be towed without notice. All costs associated with towing are the full responsibility of the vehicle operator. The Strata Corporation / Strata Council shall not be held responsible for any costs, damage or inconvenience related to removal of any vehicle parked in violation of Bylaws 54.1, 54.2, 54.3, 55.4, 55.5 and/or 55.6.

55. PARKING AND VEHICLES

55.1 A resident must not permit any oversized, commercial or recreational vehicles including, but not limited to boats, trailers and/or campers to enter or be parked or stored on common property, limited common property or land that is a common asset.

55.2 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.

55.3 A resident storing a vehicle must provide proof of insurance to the Strata Corporation on the commencement date of the storage.

55.4 An owner must not sell, lease or licence parking stalls to any person other than an owner, tenant or occupant.

55.5 A resident must park only in the parking stall assigned to the resident.

55.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.

55.7 Any vehicle parked in violation of Bylaws 54.1, 54.2, 54.3, 55.4, 55.5 and/or 55.6 will be subject to removal by a towing company authorized by Council. All costs associated with such removal are the total responsibility of the vehicle operator. The Strata Corporation / Strata Council shall not be held responsible for any costs, damage or inconvenience related to removal of any vehicle parked in violation of Bylaws 54.1, 54.2, 54.3, 55.4, 55.5 and/or 55.6.

55.8 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not limited to, sawing, drilling and the use of any adhesive or hardening compounds) or major work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.

55.9 A resident or visitor operating a vehicle in the parking areas must not exceed 10 km/hour and must activate the vehicle's headlights.

55.10 A resident or visitor shall NOT smoke while in the parking area.

55.11 A resident may wash and vacuum a vehicle only in the location designated for car washing. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area. While washing, a resident must keep audio volume low.

55.12 A resident must not park or store any vehicle that drips oil, gasoline or ANY fluid. A resident must remove any dripped oil, gasoline or fluid or other automotive residue.

55.13 No parking space may be used for the storage of ANY items that contravene the Strata Corporation's Bylaws, Policies, Rules and/or the City of Vancouver Fire Code or any other municipal, provincial or federal code or bylaw that applies to storage of items in vehicle parking spaces.

56. MOVING IN AND OUT PROCEDURES

56.1 An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by Council from time to time.

56.2 Owners are responsible for any damage to the property/building as a result of moving in or out.

56.3 A resident must provide notice to the Strata Corporation of all moving arrangements at least 48 (forty eight) hours before the moving date. All moves must take place between 9:00 a.m. and 9:00 p.m., Monday through Friday and 10:00 a.m. to 7:00 p.m. on Saturdays, Sundays and statutory holidays.

56.4 When moving in or moving out, an Owner/Tenant must pay a refundable damage deposit of \$200.00. The deposit will be refunded on the next business day after deduction of any expenses incurred or to be incurred by the Strata Corporation attributable to the move.

56.5 A resident contravening Bylaws 56.1 to 56.4 (inclusive) shall be subject to a fine of \$200.00.

57. LOCKERS AND BICYCLE

57.1 A resident must store bicycles and tricycles in the designated bicycle storage area or, with due care in relation to dirt, water or lubricants on the floors or carpets of the common areas, within the resident's strata lot. The owner of the strata lot shall be responsible for any cleaning and associated costs required to clean the common area due the resident locating a bicycle within the resident's strata lot.

58. RESIDENTS' RESPONSIBILITY AND SUPERVISION

- 58.1 Residents are responsible for and shall assume liability for the action and the conduct of visitors.
- 58.2 Residents are responsible for and shall assume liability for the action and the conduct of children residing in their Strata Lot or visiting. The resident shall ensure there is proper supervision of all activities of children be they a visitor or resident.
- 58.3 Residents are responsible for ensuring that noise, regardless of the source within the residents' Strata Lot, is kept at a level that, in the sole determination of a majority of the Strata Council, will not disturb the right to quiet enjoyment of other residents.
- 58.4 A resident contravening Bylaws 58.1 to 58.3 (inclusive) shall be subject to a fine of \$200.00.

59. CLEANLINESS

- 59.1 A resident must not allow a Strata Lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the Strata Lot or on common property. Any expenses incurred by the Strata Corporation to remove such refuse will be charged to the Strata Lot owner.
- 59.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.

60. RENTALS

- 60.1 An owner may lease the owner's Strata Lot for periods of not less than 12 (twelve) months.
- 60.1(a) An owner may lease the owner's Strata Lot for a maximum contract period of 3 (three) years at which point the owner may renew the lease agreement with the existing tenant for contractual periods of 1 (one), 2 (two) or 3 (three) years.
- 60.1(b) An owner wishing to lease a Strata Lot must apply in writing to the Council for permission to rent before entering into a tenancy agreement regardless of the relationship between the Owner and the Tenant.
- 60.2 The number of Strata Lots within the Strata Corporation that may be leased at anyone time is limited to a maximum of 6 (six), which is 20% (twenty percent) subject to specified exemptions as described in paragraph 60.4, 60.5 and 60.6.
- 60.3 Rental restrictions as detailed in this Bylaw will not apply until the first anniversary of this Bylaw, which means the effective date is MONTH DAY, YEAR. For leases in effect on MONTH DAY, YEAR the restrictions will apply at the END of the current tenant's lease.
- 60.4 Owners who purchased from the owner / developer may rent for as long as they own the Strata Lot and shall NOT be counted as part of the maximum allowable of 6 (six) Strata Lots.
- 60.5 Owners on title on or before December 31, 2003 may rent until their units are sold.
- 60.6 Where a tenant is a member of the Strata Lot owner's family, the rental of the Strata Lot is excluded from the operation of the rental restriction Bylaw, regardless of whether the number of rentals permitted would be exceeded by a rental to a family member. (See 60.1(b): An owner wishing to lease a Strata Lot must apply in writing to the Council for permission to rent before entering into a tenancy agreement regardless of the relationship between the Owner and the Tenant).

- 60.7 If the number of Strata Lots leased at the time an owner applies for permission to lease has reached the limit stated in Bylaw 60.2, excluding exempt Strata Lots pursuant applicable Sections of Part 9 of the Act (Rentals) and Section 17.15 of the Regulations (Rental Restrictions), the Council must refuse permission and notify the owner of the same in writing, as soon as possible stating that the limit has been reached or exceeded, as the case may be. The owner of the Strata Lot will be placed on a waiting list to be administered by the Council based upon the date of the request for permission to rent.
- 60.8 If the limit stated in Bylaw 60.2 has not been reached at the time the owner applies for permission to lease a Strata Lot, excluding exempt Strata Lots pursuant applicable Sections of Part 9 of the Act (Rentals) and Section 17.15 of the Regulations (Rental Restrictions), the Council shall grant permission and notify the owner of the same in writing as soon as possible.
- 60.9 An owner receiving permission to lease a Strata Lot must exercise the permission to lease within 90 days from the date that the Council granted same, otherwise the permission expires. During the 90 days immediately following the grant of permission, the Strata Lot shall be deemed leased for the purposes of the limit stated in Bylaw 60.2.
- 60.10 Prior to possession of a Strata Lot by a tenant, an owner or the owner's Agent must deliver to the tenant the current Bylaws and rules of the Strata Corporation and a Notice of Tenant's Responsibilities in Form K.
- 60.11 Within two weeks of renting a Strata Lot, the landlord must give the Strata Corporation a copy of the Form K- Notice of Tenant's Responsibilities signed by the tenant. The owner must comply with applicable Sections of Part 8 of the Act. Part 8, Section 146 of the Act shall be applicable to all owners. The tenant and occupants of the rented Strata Lot must comply with all Bylaws.
- 60.12 Where an owner leases a Strata Lot in contravention of Bylaws 60.1, 60.2, 60.3, 60.4 or 60.5 or any section of these Bylaws the owner shall be subject to a fine of \$500.00 monthly and the Strata Corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the Bylaw. Any legal costs incurred by the Strata Corporation in enforcing the rental restriction Bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and owner client basis by the Strata Corporation.