

STRATA PLAN BCS1695

SPECTACLE

BYLAWS

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NOTES:

- (1) For legal purposes, please obtain a true copy as registered in the Land Title Office.
- (2) Most of the substantive duties and obligations of the Corporation are contained in the body of the Strata Property Act.

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PART I: SEPARATE SECTIONS

1.1 Commercial Section

The owners of all non-residential strata lots, being strata lots 1 to 14 inclusive, shall form a separate section within the strata corporation consisting of all the non-residential strata lots in the strata plan and bearing the name "Section 1 of The Owners, Strata Plan BCS1695" (the "**Commercial Section**").

1.2 Residential Section

The owners of all residential strata lots 15 to 86 shall form a separate section within the strata corporation consisting of all the residential strata lots in the strata plan and bearing the name "Section 2 of The Owners, Strata Plan BCS1695" or known as "the Owners of the Residential Section of Strata Plan BCS1695" (the "**Residential Section**").

1.3 Administration of Sections

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

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

1.4 Payment and Collection of Section Fees

- (1) Each of the Commercial Section and the Residential Section are entitled to establish its own operating fund and contingency reserve fund for common expenses of the section, including expenses relating to the limited common property designated for the exclusive use of all the strata lots in such section.
- (2) The executive of each section will prepare an annual budget of section expenses which is to be included as part of the annual budget prepared by the strata corporation for approval at annual general meetings. The strata fees payable by the owners will include the fees owing to the strata corporation and the fees owing to the owner's separate section.

- (3) Upon receipt each month of strata fees from the owners, the strata corporation will deposit into separate accounts that portion of such fees which is applicable to the strata corporation operating fund, the strata corporation contingency reserve fund, the operating fund of the applicable section and the contingency reserve fund of the applicable section.
- (4) Only authorized signatories for each of the Commercial Section and the Residential Section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for their respective sections.
- (5) Special levies approved by a separate section will be payable by the owners in such sections to the strata corporation which will pay such special levy into the operating fund or the contingency reserve of such section, as requested by such section.
- (6) At the request of a separate section, the strata corporation will register a lien against an owner's strata lot if section fees have not been paid to the strata corporation as part of such owner's strata fees or if a special levy approved by a separate section has not been paid by such owner.

Payments from owners are applied to fines first, if any, then special assessment charges and last to outstanding strata fees. *(Bylaw 1.4 (6) Amended at AGM – 2007-04-19)*

1.5 Repair and Maintenance of Property by Separate Sections

Each of the Commercial Section and the Residential Section must clean, repair, maintain and replace, as is respective cost:

- (a) doors, windows, skylights, exterior wall finishes, chimneys, decks and balconies on the exterior of or that front a strata lot or strata lots in its respective section;
- (b) stairs which provide access exclusively to strata lots in its respective section whether they are designated as limited common property for the benefit of those strata lots;
- (c) all the limited common property appurtenant to such section, but the duty to repair, maintain and replace does not include repair, maintenance and replacement of the structure of a building unless expressly set out above in this bylaw 1.5.

Any alterations to any of the terms described in bylaws 1.5(a) to (c) require the prior written consent of the section responsible for such item. If either section (the "defaulting section" for the purposes of this bylaw) fails to keep any of the items described above in this bylaw 1.5 in good repair, such failure materially and adversely affects the use and enjoyment of any strata lot in the other section (the "non-defaulting section" for the purpose of this bylaw), and such failure continues for 30 days after the strata corporation or the non-defaulting section has given the defaulting section notice (the "default notice" for the purposes of this bylaw) thereof (except in an emergency in which case such notice period will be what is reasonable in the circumstances), the strata corporation or the non-defaulting section which gave the default notice may do such repair or maintenance described in the default notice at the sole cost of the defaulting section. The strata corporation and the non-defaulting section will not be entitled to do

the repair or maintenance described in the default notice if the nature of such repair or maintenance is one which cannot be readily remedied within the 30-day notice period and the defaulting section is diligently working towards remedying such repair or maintenance.

1.6 Exclusive use Granted by Sections

Each section may grant to an owner within the section the right to exclusive use and enjoyment of common property appurtenant to the section or special privileges in respect thereof, a grant to be determinable on reasonable notice, unless the section by unanimous resolution otherwise resolves.

1.7 Powers and Duties of Sections

With respect to a matter that relates solely to a section and without restricting any other powers and duties of a section set out in the Act or regulations (including those described in sections 194 to 198 of the Act), a section has the same powers and duties as the strata corporation pursuant to sections 38(b), 61, 65, 84, 85, and 129 to 138 of the Act.

1.8 Records of Sections

Each section must prepare all the following records:

- (a) minutes of annual and special general meetings of that section and of the executive for that section;
- (b) a list of members of the executive for that section; and
- (c) books of accounts showing money received and spent by that section and the reason for the receipt or expenditure.

1.9 Sections' Records for Inspection

The executive of each section must retain, in one location or in the possession of one person, and will make available for inspection on request to an owner within that section or a person described in sections 36(1) (b) or (c) of the Act:

- (a) any resolution approved by a $\frac{3}{4}$ vote or a unanimous vote of the section;
- (b) any rules of the section;
- (c) written contracts to which the section is a party;
- (d) any decision of an arbitrator or judge in a proceeding in which the section was a party and any legal opinions obtained by the section;
- (e) the budget and financial statement of the section for the current year and for previous years.
- (f) waivers and consents under section 41, 44 or 45 of the Act amended to replace all references to the strata corporation to be the section;
- (g) income tax returns of the section, if any;
- (h) correspondence sent or received by the section and its executive;

- (i) bank statements cancelled cheques and certificates of deposits; and
- (j) any other records required to be kept by the strata corporation by the regulations only to the extent that they apply to the section.

1.10 Retention of Records by Sections

The executive of each section must retain the item described in bylaws 1.8 and 1.9 for the equivalent period which the strata corporation is required to retain similar records and documents under the regulations.

1.11 Resolutions of Strata Corporation or Sections

Any resolution passed by the strata corporation or the executive of a section must clearly state the strata lots or common property or limited common property to which such resolution applies, and resolutions made by the executive of a section will apply only to the strata lots within that section.

PART 2, DUTIES OF OWNERS OF ALL STRATA LOTS, TENANTS, OCCUPANTS AND VISITORS

2.1 Payment of Strata Fees

- (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the strata corporation and the fees owing to the owner's separate section as set out in the approved budget.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually on the amount of such late payment from the date such fee is due to the date it is paid in full by the owner.

2.2 Repair and Maintenance of Property by Owner

- (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 or a section under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation or a section under these bylaws.

2.3 Use of Property

- (1) Subject to the provisions in this bylaw 2.3, an owner, tenant, occupant, employee or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person;
 - (b) causes undue smell or unreasonable or repetitive noise;

- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or the common property or another strata lot;
- (d) is illegal; or
- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

Notwithstanding the foregoing provisions of this bylaw 2.3(1) (a) to (e) inclusive, nothing in bylaw 2.3(1) will apply to prohibit, prevent, restrict or impair the owner, tenant, occupant, employee, visitor or invitee of a non-residential strata lot from fully utilizing a non-residential strata lot or limited common property designated for commercial purposes in accordance with applicable governmental zoning bylaws and rules and regulations in effect from time to time.

- (2) An owner, tenant, occupant or employee shall remove ordinary household refuse and garbage from his strata lot and deposit it in containers provided by the strata corporation for that purpose. All garbage shall be bagged and tied before so depositing and the owner, tenant, occupant or employee shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.
- (3) An owner, tenant, occupant, employee or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation or a section must repair and maintain under these bylaws or insure under the Act.
- (4) Any owner, tenant, occupant of strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation or a section by anyone that is an insured under any such policy.
- (5) An owner shall not:
 - (a) use or permit any occupant of his or her strata lot use, any parking space or on the common property or on any limited common property (excluding any limited common property designated for the exclusive use of the Commercial Section or any non-residential strata lot,) except the parking space which has been specifically assigned to his or her strata lot or section, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner.
 - (b) carry out, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustment to motor vehicle or other mechanical equipment on common property or on any limited common property (excluding any limited common property designated for the exclusive use of the Commercial Section or any non-residential strata lot), except in the case of emergency;

- (c) rent or lease the parking space assigned by a section to his or her strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident or occupant of the building or an employee or contractor of an owner, tenant or occupant of the building;
 - (d) park, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner which will reduce the width of the parking roadway or any roadway on the common property or any limited common property;
 - (e) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property which not limited c common property is (other than established enclosed storage areas, rooms or lockers) for storage without the written consent of the strata council;
 - (f) obstruct, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant the common property used for ingress or egress from the strata lots or common property designated for the use of any strata lot;
 - (g) leave or permit any owner or occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council or the executive of either section. However, nothing in this bylaw will apply to any occupant or any guest, employee, agent or invitee of the owner or occupant of any quest, employee, agent or invitee of the owner or occupant of a non-residential strata lot with respect to his use or enjoyment of any limited common property designated for the exclusive use of the Commercial Section or of any strata lot in that section;
 - (h) allows his strata lot to become unsanitary;
 - (i) feed or permit any occupant of his strata lot or a guest, employee. Agent or invitee of the owner or occupant to feed pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in his strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet shall be fed only in his strata lot; and
 - (j) give or permit any occupant of his strata lot to have keys, combinations or security cards or other device of access to the building, the gated parking area or common areas to any person other than a tenant, employee, contractor or occupant of the strata lot permitted by these bylaws.
- (6) An owner, tenant or occupant of a strata lot must promptly, and its own expense clean up any oil or other substance which spills or leaks onto the common property because of any activity prohibited by bylaw 2.3(5)(b).

- (7) If an owner of a strata lot in one section does or permits any tenant or occupant of his or her strata lot or any guest or employee, agent or invitee of the owner, tenant or occupant to do anything that increases the risk of fire or the rate of insurance on the building or on any part thereof, then his section will be responsible for any increase in insurance premiums relating to the same.
- (8) In the event that parking spaces designated as common property or limited common property for the exclusive Residential Section may only be accessed by crossing over limited common property designated for the exclusive use of the Commercial section, then the Commercial Section shall grant a non-exclusive license to the owner or occupant of a residential strata lot or his or her invitee to cross and re-cross that portion of the limited common property designated for the exclusive use of the Commercial Section that must reasonably be crossed in order to access such parking spaces, provided that such license shall not extend to any other limited common property designated for the exclusive use of the Commercial section and that such licensee shall at all times comply with the provisions of these bylaws that pertain to the use of limited common property.

2.4 Inform Strata Corporation

- (1) Within 2 weeks of becoming an owner, as owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

2.5 Obtain Approval Before Altering Structure

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to the strata lot that involves the structure of the building.
- (2) The strata corporation must not unreasonably withhold its approval under bylaw 2.8(1) but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any express relating to the alteration.
- (3) An owner must not do, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to do, any act, nor alter or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to alter, his or her strata lot, in any manner, which in the opinion of the strata council will alter the exterior appearance of the building without the prior consent of the strata council as otherwise provided for in bylaw 1.5.

2.6 Obtain Approval Before Alerting Common Property

- (1) Subject to bylaw 2.6(3), an owner must obtain the written approval of the strata corporation before making an alteration to common assets or common property which is not limited common property or to any signs which materially and adversely affect the view of an owner of a strata lot in the other sections.

- (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 and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.
- (3) An owner must obtain the written approval of the appropriate section (but it not required to obtain any approval of the strata corporation) before making an alteration to any limited common property which is designated for the exclusive use of any strata lots in a section or any item described in bylaw 1.5 which is the responsibility of a section. That section may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

2.7 Permit Entry to Strata Lot

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation or a section to enter the strata lot:
 - (a) In an emergency, without notice, to ensure safety or prevent significant significant loss or damage; and
 - (b) At a reasonable time, on 48 hours' written notice;
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation or a section to repair and maintain under these bylaws or insure under the Act; and
 - (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in bylaw 2.7(1)(b) must include the date and approximate time of entry and the reason for entry.
- (3) In exercising its rights under this bylaw, the strata corporation and each section will not unreasonably interfere with the operation of any occupant of a non-residential strata lot.

2.8 Compliance with Bylaws

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

2.9 No Pets

No pets or other animals shall be kept in a strata lot or on the common property of the Strata Corporation except that:

- (a) the owner, tenant or occupant of any non-residential strata lot may permit its customers or invitees to have pets temporarily in any non-residential strata lot, any common property or in any limited common property appurtenant to the Commercial Section or any non-residential strata lot; and
- (b) an owner, tenant or occupant of a residential strata lot may keep one or more of the following:

- (i) a reasonable number of fish or other small aquarium animals;
- (ii) A reasonable number of small caged mammals;
- (iii) up to 2 caged birds;
- (iv) one dog or cat.

2.9 (2)

- (a) for any mess or damage inside or outside the building by pets, the owner will be charged for the actual clean up costs in addition to any fines for bylaw violation.
- (b) Pets are to stay off the grass and gardens.
- (c) There will be a \$100 pet deposit.

(Bylaw 2.9(2) (a), (b) and (c) Adopted at AGM – 2007-04-19)

2.10 Claims on Insurance Policies

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

2.11 Indemnity and Insurance

- (1) An Owner is strictly liable for any expense incurred by the Corporation or another Owner related to maintenance, repair or replacement of common property, limited common property, common assets or a strata lot, if such expense is made necessary by:
 - (a) any act or omission of the Owner, of any of the Owner's visitors, occupants, guests, employees, agents, tenants or family members, or of any contractor, employee or agent of the Owner, whether or not negligent;
 - (b) any thing being part of the Owner's strata lot, including without limitation the following, if not part of the common property:
 - (i) plumbing pipes and fixtures;
 - (ii) radiant heating system components; and
 - (iii) electrical and mechanical systems;
 - (c) any thing brought onto the Owner's strata lot or onto limited common property designated only for the Owner's strata lot (in this section, "the Owner's limited common property"), including without limitation:
 - (i) any household appliance;
 - (ii) any animal;
 - (d) any alteration or addition made by the Owner, or by any previous Owner of the Owner's strata lot, to the Owner's strata lot, the Owner's limited common property or the common property;
 - (e) failure of or leakage from any appliance or device located on the Owner's strata lot, including without limitation hot water tanks, dishwashers, washing machines, refrigerators, aquariums or water filled furniture, and hoses and fittings associated with them;

- (f) the freezing and bursting of any pipe located on the Owner's strata lot or limited common property, or on common property adjacent to the Owner's strata lot caused by the strata lot being left unoccupied with inadequate heat to prevent such freezing and bursting;
 - (g) mould caused by the Owner's failure to control humidity within the Owner's strata lot; or
 - (h) a blocked drain within the Owner's strata lot or limited common property deck, except to the extent that reimbursement of such expense is available from proceeds of insurance policies maintained by the Corporation under which the Owner is a named insured.
2. An Owner must hold harmless and indemnify the Corporation from the expense described in section 2.11(1), including any maintenance, repair or replacement to the common property, limited common property, common assets or any strata lot (including that Owner's strata lot) that is the responsibility of the Owner, but only to the extent that such expense is not reimbursed by the proceeds of insurance maintained by the Corporation. In such circumstances, any insurance deductible paid or payable by the Corporation will be considered an expense not reimbursed by the proceeds of insurance maintained by the Corporation, and will be charged to the Owner.
 3. Section 2.11(1) takes precedence over section 158(1) of the Act or any other provision which may otherwise make an insurance deductible a common expense.
 4. Any sum payable to the Corporation by an Owner under section 2.11(1) or 2.11(2) is due and payable on the date on which the Owner's next assessment of strata fees comes due.
 5. Every Owner must place and maintain, at the Owner's sole expense, insurance in relation to the Owner's liability pursuant to section 2.11(1), and specifically insurance covering the Owner's liability for amounts deductible from claims under the Corporation's insurance policies.

(Bylaw 2.11 Adopted at AGM(COM) – 2019-08-14)
(Bylaw 2.11 Adopted at AGM(STRATA) – 2019-07-04)

PART 3. POWERS AND DUTIES OF STRATA CORPORATION AND COUNCIL

3.1 Repair and Maintenance of Property by Strata Corporation

The strata corporation must repair and maintain all the following for those which are the responsibility of a section under bylaw 1.5:

- (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 is the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:

- (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot, but the duty to repair and maintain it is restricted to:
- (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building; and
 - (iv) fences, railings and similar structures that enclose patios, balconies and yards.

3.2 Council Size

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

3.3 Council Members and Terms

- (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.
- (3) As permitted by section 28(2) of the Act, a person other than an owner, an individual representing a corporate owner and a tenant may be a member of the council provided such person falls within one of the following classes of persons:
 - (a) a spouse, including a common law spouse, of an owner; or
 - (b) a professional advisor of an owner.

3.4 Removing Council Member

- (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

3.5 Replacing Council Member

- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any eligible person to sit on council.
- (3) The council may appoint a council member under this bylaw even if the absence of the member being replaced leaves council with quorum.
- (4) If all the council members resign or are unwilling or unable to act for a period of 2 or more months, persons holding 25% of the strata corporation's vote 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.

3.6 Officers

- (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 vice president, and may elect a secretary and treasurer.
- (2) A person may hold more than one office at a time, other than the offices of the president and vice president.
- (3) The vice president has the powers and duties of the president:
 - (a) While the president is absent or is unwilling or unable to act; or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) if an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

3.7 Calling Council Meetings

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

3.8 Requisition of Council Hearing

- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing.
- (2) if a hearing is requested under bylaw 3.8(1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) if the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within two weeks of the hearing.

3.9 Quorum of Council

- (1) A quorum 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.

3.10 Council Meetings

- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person
- (3) Owners may not attend council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.
- (4) Despite bylaw 3.10(3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings, and
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

3.11 Voting at Council Meetings

- (1) At council meetings, decisions must be made by 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.

3.12 Council to Inform Owners of Minutes

The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether the minutes have been approved.

3.13 Delegation of Council's Powers and Duties

- (1) subject to bylaws 3.13(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 resolution that:
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (b) delegates the general authority to make expenditures in accordance with bylaw 3.13(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 purpose 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 case:
 - (a) whether a person has contravened a bylaw or rule;
 - (b) whether a person should be fined, and the amount of the fine; or
 - (c) whether a person should be denied access to a recreational facility.

3.14 Spending Restrictions

- (1) A person may not spend the strata corporation's money unless that person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite bylaw 3.14(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.

(3) Insurance Premium.

Whereas, the Strata Corporation BCS1695 is required to insure the building and generally do not have enough funds to pay for the insurance premium in 1 lump sum payment. The Strata Corporation will be able to borrow from the Contingency Reserve Fund to pay off the loan.

(Bylaw 3.14 (3) Adopted at AGM – 2014-07-07)

3.15 Limitation on Liability of Council Member

- (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 intended performance of any duty of the council.
- (2) Bylaw 3.15(1) does not affect a council member's liability, as an owner, for a judgement against the strata corporation.

3.16 Consents

- (1) any consent, approval or permission given under these bylaws by the strata council or the executive of a separate section shall be revocable at any time upon reasonable notice.
- (2) notwithstanding any provisions of the Act, the strata corporation may proceed under *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 $\frac{3}{4}$ vote.

PART 4. ENFORCEMENT OF BYLAWS AND RULES

4.1 Maximum Fine

- (1) The strata corporation, and each separate section with respect to any bylaw or rule that relates solely to such section, may fine an owner or tenant a maximum of
 - (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- (2) Each owner is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation or its separate section, as the case may be, as provided in the Act or these bylaws and if the Owner fails to pay money so owing within 15 days after the date such money becomes due, the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and other expenses incurred either by the strata corporation or a separate section, as the case may be, to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the strata council or a section executive pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due 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 component.

4.2 Continuing Contravention

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

4.3 Cost or Expenses Incurred by Others

Any costs or expenses incurred by the strata corporation, a section or as owner (the “non-defaulting person” for the purpose of this bylaw), including but not limited to the full cost and expense of repairing any damage to any part of a strata lot or common property caused by a breach of these bylaws or any rules established under them by the strata corporation, a section or an owner or his tenants, occupant, employee or visitor (the “defaulting person” for the purposes of this bylaw), shall be charged to the defaulting person. If the defaulting person is an owner or his tenant, occupant, visitor or employee, then such costs and expenses will be added to and become part of the strata fees of that owner for the ,on the next following the date on which the cost or expenses are incurred, but not necessarily paid by the non-defaulting person and shall become due and payable on the date of the next monthly strata fees. On receipt of such costs or expenses, the strata corporation will pay them to the non-defaulting person. If the defaulting person is the strata corporation or a section, it will pay costs and expenses to the non-defaulting person on the date of payment of the next monthly strata fees by the non-defaulting person.

PART 5. ANNUAL AND SPECIAL GENERAL MEETINGS

5.1 Person to Chair Meeting

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

5.2 Participation by Other than Eligible Voters

- (1) Tenants and occupants may attend annual and special general meetings of the strata corporation, whether they are eligible to vote.
- (2) Tenants and occupants of a section may attend annual and special general meetings of their section, whether they are eligible to vote.

- (3) 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.
- (4) 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.

5.3 Voting

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

5.4 Order of business

The order of business at annual and special general meetings of the strata corporation or a section is as follows unless otherwise specified by the council or the executive calling the meeting:

- (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) presents 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 of the strata corporation or the section, as the case may be;
- (g) deal with unfinished business;
- (h) receive reports of council or executive activities and decisions since the previous annual general meeting of the strata corporation or the section, as the case may be, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation or the section, as the case may be;
- (j) report on insurance coverage applicable to the strata corporation or a section, as the case may be, if the meeting is an annual general meeting;
- (k) approve the budget of the strata corporation or the section for the coming year, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given by the strata corporation or the section, as the case may be;
- (m) elect a council, if the meeting is an annual general meeting of the strata corporation or elect an executive of the section if the meeting is an annual general meeting of that section; and
- (n) terminate the meeting.

5.5 Electronic Attendance at Meetings

Attendance by persons at an annual or special general meeting of the strata corporation or a section 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.

5.6 Quorum for Adjourned Meeting

A quorum at an Annual General Meeting or Special General Meeting of the strata corporation and/or its sections shall consist of persons having the right to exercise not less than one-third of the total number of votes provided that if within fifteen minutes from the time appointed for a general meeting a quorum is not present, then the persons entitled to vote present constitute a quorum.

(Bylaw 5.6 Amended at AGM – 2016-06-21)

PART 6. COMMON EXPENSES

6.1 Strata Fees

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

6.2 Section Fees

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

6.3 Apportionment of Common Expenses

Common expenses shall be apportioned between the Residential Section and the Commercial Section and to individual strata lots in the following manner:

- (a) common expenses attributable to either separate section shall be allocated to that separate section and, subject to bylaw 6.5, shall be borne by the owner of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate section;
- (b) common expenses not attributable to either separate section, shall be for the account of the Strata Corporation and shall be allocated to all 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
- (c) common expenses attributable to any one strata lot shall be allocated to such strata lot.

6.4 Allocation Between Sections

Without limiting the generality of bylaw 6.3 and unless otherwise determined by the executives of each Residential Section and the Commercial Section, acting reasonably, the following common expenses will be allocated between the separate sections as follows:

- (a) expenses relating to areas designated as limited common property for each of the Residential Section and the Commercial Section (such as lobbies and garbage areas) will be for the account of the owners of strata lots in each respective section;
- (b) the cost of maintaining the exterior of the building (including, without limitation, the roof and all exterior doors, windows and skylights) will be for the account of the Strata Corporation;
- (c) the cost of insurance placed by the Strata Corporation will be apportioned between the two sections on the basis of the replacement value of the buildings and ancillary facilities applicable to each section;
- (d) the cost of maintaining the landscaped and other outdoor areas within the common property will be for the account of the Strata Corporation; and
- (e) the cost of maintaining the parking facility will be apportioned between the two sections on the basis of the respective number of parking stalls allocated as limited common property for each separate section unless expenses are separately incurred by the separate sections and if so incurred will be allocated as set out in bylaw 6.4(a).

6.5 Expenses Attributable to Limited Common Property

Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property shall be borne equally by the owners of the strata lots entitled to use the limited common property.

PART 7. BYLAWS APPLICABLE TO RESIDENTIAL STRATA LOTS

7.1 Use of Property

An owner of a residential strata lot shall not:

- (a) use or permit any occupant of his or her strata lot to use, his strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m., or that encourages loitering by persons in or about the strata lot or common property.
- (b) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
- (c) use, or permit any occupant of his or her strata lot or any guest, employee, agent or invitees of the owner or occupant to use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis or other like cooking devices shall not be used except in accordance with rules made by the strata corporation or the Residential Section from time to time;
- (d) shake, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;
- (e) do, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (f) permit a condition to exist within his or her strata lot which will result in the waste or excessive consumption of the building's domestic water supply or treated water;
- (g) install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his or her strata lot which are prohibited by the executive of the Residential Section from time to time;

- (h) hang or display, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (i) use or install, or permit any occupant of his or her strata lot or any guest, employee or invitee of the owner or occupant to use or install, in or about the strata lot or any limited common property for his or her use, any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the executive of the Residential Section. However, no such installations may be made which are visible from the exterior of the strata lots and which in the reasonable opinion of the Commercial Section negatively impact on the nonresidential lots unless they are expressly approved in writing in each instance by the executive of the Commercial Section, which approval may be arbitrarily withheld;
- (j) erect on or fasten to, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to erect or fasten to, the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto;
- (k) Real Estate signs must be placed in the stand in the front lobby of the residential section;

(Bylaw 7.1(k) Amended at AGM - 2007-04-19)
- (l) place or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor carpeting on any deck, patio or balcony or place any items on any deck, patio or the balcony prohibited by the executive of the Residential section from time to time;
- (m) install or place, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to install or place any items which are visible from the exterior of the strata lots and which in the reasonable opinion of the Commercial Section negatively impact on the non-residential strata lots unless such items are expressly approved in writing in each instance by the executive of the Commercial Section, which approval may be arbitrarily withheld;
- (n) No owner, tenant, resident, guest or visitor will unduly cause noise disturbances by running machines before the hours of 7:00 AM or after the hour of 11:00 PM. The machines included but not restrict to, are washers, dryers, vacuums or any other machines which will cause excessive noise; and

(Bylaw 7.1 (n) Adopted at AGM - 2009-05-25)
- (o) No owner, tenant, resident, guest or visitor will do renovations on their unit before the hours of 8:00 AM or after the hour of 9:00 PM in the evening.

(Bylaw 7.1 (o) Adopted at AGM - 2009-05-25)

7.2 Move In / Move Out

- (a) A \$150 move in/out fee is applicable to all move in/out in the building when moving of furniture and house hold items are taking place.

(Bylaw 7.2 (a) Amended at AGM – 2019-07-04)

- (b) Before moving in an occupant will inform management 24 hours in advance so that the elevator pad can be provided.

- (c) If a tenant is moving in, a Form “K” (Owner’s & Tenant’s Responsibilities) will need to be filed with management before moving in.

(Bylaw 7.2 (a), (b), and (c) Adopted at AGM – 2007-04-19)

- (d) No owner, tenant, resident, guest or visitor will be allowed to move large items in or out of the building during the hours of 8:00 PM to 8:00 AM. All occupants moving into or out of the building must inform the strata council and / or the property management company of dates for move in or move outs, including the delivery of large items. Any damages caused by people moving in or out will be charged to the owner also any cleanup required.

(Bylaw 7.2 (d) Adopted at AGM – 2009-05-25)

7.3 Rentals

Before a tenant may move into any residential strata lot, the owner shall deliver or cause to be delivered to the strata corporation a “Form K - Notice of Tenant’s Responsibilities” in the form set out in the Act, signed by the tenant.

7.4 Selling of Strata Lots

- (1) An owner of a residential strata lot, when selling his strata lot, will not permit “For Sale” signs to be placed on or about the common property.
- (2) An owner of a residential strata lot, when selling his strata lot, will not hold or permit to be held, any public house except in the matter prescribed by the strata council. One open house for agents will be allowed per listing. Unless the strata council otherwise prescribes, all showing must be by appointment only.

7.5 Authorization to Proceed to Small Claims Court

- (1) The strata corporation may proceed under the Small Claims Act, without further authorization by the owners to recover from an owner money due and owing to the strata corporation, including money owing as:

1. administration fees;
2. bank charges;
3. fines;
4. Interest on unpaid special levies or strata fees;
5. Insurance deductible amounts up to the maximum amount recoverable in Provincial (Small Claims) Court under the Small Claims Act;

6. Legal costs incurred by the Strata Corporation to recover insurance deductible amounts, on a solicitor and client basis; and
 7. Costs and expenses incurred by the strata corporation to remedy a contravention of the Act, the bylaws or rules including all legal costs incurred, on a solicitor and client basis;
- and;

All amounts incurred by the strata corporation for any maintenance, repair or replacement rendered necessary to the common property, the common assets or to any strata lot or any cost incurred by the strata corporation for which the owner or any member of the owner's family or owner's tenants, invitees, employees or agents was responsible, but only to the extent that such an expense or cost is not reimbursed from the proceeds any insurance.

An owner/resident shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement of any damaged common property, common facility, strata lot or the contents thereof caused by or resulting from acts, omission, negligence or carelessness, by the owner or by any member of the owners customer, clients, visitors, occupants guests, employees agents, tenants or a representative of the owner's but only to the policy and the application of any direction of payment caused to be made by the Insurance Bureau of Canada and its publication or the Act.

For the purposes of this bylaw, any insurance deductibles paid or payable by the application of the Strata Corporation's policy or damage done and requiring repair that is under the appropriate deductible of the Strata Corporation's policy shall be considered as an expense chargeable to the owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

(Bylaw 7.5 Amended at AGM – 2014-07-07)

7.6 Bylaw Restrictions

The strata corporation and the Commercial Section will not, unless also approved by a unanimous resolution of the Commercial Section, pass any bylaws or rules which prohibit, prevent or impair the ability of an owner, tenant or occupant of a residential strata lot from leasing, subleasing, granting a license, entering into any lease, sublease, or license arrangement with respect to the use of a residential strata lot or limited common property designated for the benefit of a residential strata lot or strata lots.

7.7 Apportionment of Common Expenses

Common expenses attributable to the residential strata lot shall be apportioned by the executive of the Residential Section in the following manner: common expenses, except for electricity which is separately metered, shall be allocated to all residential strata lots and shall be borne by the owners in the Residential Section in the proportion that the unit entitlement of each residential strata lot bears to the aggregate unit entitlement of all residential strata lots or as otherwise set out in the current budget of the Residential Section. If a residential strata requires a utility or other service not supplied to all residential strata lots, the cost shall not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the residential strata lot, the cost of such utility shall be apportioned and charged to the residential strata lot by the executive of the Residential Section, on such reasonable basis as it shall determine.

7.8 Use of Property

- (a) An owner, tenant or occupant shall indemnify and save harmless the Residential Section from the expense of any maintenance, repair or replacement rendered necessary to the common property or to any strata lot by his act, neglect or carelessness or by any member of his family or their guests, employees, contractors, agents, tenants or volunteers, but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy. In such circumstances, any insurance deductible paid or payable by the Residential Section shall be considered an expense not covered by the proceeds received by the Residential Section as insurance coverage and will be charged to the owner.
- (b) In addition to the obligations and liabilities imposed by Bylaw 1.1(a), an owner is strictly liable to the Residential Section and to other owners and occupants for any damage to common property, limited common property, common assets or to any strata lot as a result of:
 - (i) any of the following items located in the owner's strata lot:
 - (A) dishwasher;
 - (B) refrigerator with ice/water dispensing capabilities;
 - (C) garbage disposal;
 - (D) hot water tank;
 - (E) washing machine;
 - (G) toilets, sink, and bathtubs;
 - (H) anything introduced into the strata lot by the owner,
 - (ii) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
 - (iii) any of the following areas of limited common property that an owner is required to maintain and repair;

- (iv) any pets residing in or visiting at the owner's strata lot; and
- (v) any children residing in or visiting at the owner's strata lot.
- (c) An owner shall indemnify and save harmless the Residential Section 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 arising from Bylaw 1(b) above, but to the only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy held by the Strata Corporation or a separate section, as applicable. In such circumstances, any insurance deductible paid or payable by the Residential Section shall be considered an expense not covered by the proceeds received by the Residential Section as insurance coverage and will be charged to the owner.
- (d) For the purposes of Bylaws 1(a) through 1(c), any insurance deductibles or uninsured repair costs charged to an owner shall be added to and become part of the assessment of that owner from the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- (e) The adoption of Bylaws 7.8(a) through 7.8(d) does not in any way limit the ability of the Residential Section to rely upon section 158(2) of the Strata Property Act.

(Bylaw 7.8 Adopted at AGM – 2009-05-25)

PART 8. BYLAWS APPLICABLE TO COMMERCIAL STRATA LOTS

8.1 Garbage Disposal

The owner of a non-residential strata lot shall remove or cause to be removed all refuse and garbage from their strata lots and deposit it or cause it to be deposited in the containers provided by the Commercial Section for that purpose.

8.2 Signs and displays

The owner of a non-residential strata lot will be permitted to install signs or notices within a non-residential strata lot so as to be visible from the exterior of such strata lot on the exterior of such strata lot, on the condition that the size and design of such signs or notices (i) have received the approval of the Commercial Section, acting reasonably, (ii) have received any approvals required from applicable governmental authorities, and (iii) are in keeping with the overall presentation of the development in terms of quality and design. All such signs and notices shall be installed and maintained at the sole expense and risk of the owner of a non-residential strata lot and such owner shall take out and maintain insurance for such signage as a reasonable, owner displaying similar signage would obtain.

8.3 Awnings

The owner of a non-residential strata lot will be permitted to install awnings within and attach the same to the common property around the outside perimeter of a non-residential strata lot which face the city street, on the condition that the plans for such awnings (i) have received the written approval of the Commercial Section, acting reasonably, (ii) have received any approvals required from applicable governmental authorities, and (iii) depict awnings which are in keeping with the balance of the development in terms of design, quality and proportion. An awning installed as aforesaid will be maintained in good condition on an ongoing basis and the responsibility for such maintenance (including obtaining and maintaining appropriate insurance) will be solely for the account of the owner of a non-residential strata lot.

8.4 Small Claims Court

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

8.5 Bylaw Restriction

- (1) The strata corporation and the Residential Section will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from fully utilizing a non-residential strata lot or limited common property designated for the benefit of a non-residential strata lot for commercial purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time, provided that the activity carried on in a commercial strata lot or limited common property designated for the benefit of a nonresidential strata lot is not a breach of the governmental zoning bylaws and rules and regulations in effect from time to time.
- (2) The strata corporation and the Residential Section will not pass any bylaws or rules which restrict the hours of operation of any business carried on within a non-residential strata lot or limited common property designated for the benefit of a non-residential strata lot.
- (3) The strata corporation and the Residential Section will not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner, tenant or occupant of a non-residential strata lot from leasing, subleasing, granting a license, entering into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot or limited common property designated for the benefit of the commercial strata lot.

8.6 HVAC Maintenance

The Commercial Section owners are responsible for the maintenance of the HVAC units belonging to their Strata Lot which are located on the roof of the building. Each Commercial Strata lot must have the HVAC units serviced annually by a licensed and insured professional and provide a copy of the service report to the Strata Corporation by July 1st of each year.

(Bylaw 8.6 Adopted at AGM – 2014-07-07)

PART 9: SECTION EXECUTIVES

9.1 Executive Size

- (1) The executive of each section must have at least 1 and not more than 5 members.
- (2) A member of either section executive is eligible for election to the strata corporation's council.
- (3) If there are fewer than 3 strata lots in the Commercial Section or fewer than 3 owners in the Commercial Section, the executive of the Commercial Section must consist of all owners in the Commercial Section.
- (4) If there are fewer than 3 strata lots in the Residential Section or fewer than 3 owners in the Residential Section, the executive of the Residential Section must consist of all owners in the Residential Section.

9.2 Executive Members' Terms

- (1) The term of office of a member of either section's executive ends at the said of the annual general meeting at which the new executive is elected,
- (2) A person whose term as member of the executive is ending is eligible for reelection.

9.3 Removing Executive Members

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

9.4 Replacing Executive Members

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

9.5 Executive Officers

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

9.6 Calling Executive Meetings

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

9.7 Requisition of Executive Hearing

- (1) By application in writing, stating the reason for the request, an owner or tenant of a residential strata lot may request a hearing at a meeting of the executive of the Residential Section.
- (2) By application in writing, stating the reason for the request, an owner or a tenant of a non-residential strata lot may request a hearing at a meeting of the executive of the Commercial Section.
- (3) If a hearing is requested under bylaw 9.7(1) or (2), the executive of the Residential Section or the Commercial section must hold a meeting to hear the applicant within one month of the request.

- (4) IF the purpose of the hearing is to seek a decision of the executive of the applicable section, such executive must give the applicant a written decision within one week of the hearing.

9.8 Quorum of Executive

- (1) A quorum of each executive is:
 - (a) 1, if such executive consists of one member;
 - (b) 2, if such executive consists of 2, 3 or 4 members; and
 - (c) 3, if such executive consists of 5 members.
- (2) Executive members must be present in person at its executive meeting to be counted in establishing quorum.

9.9 Executive Meetings

- (1) At the option of the executive of either section, executive meetings of the section may be held by electronic means, so long as all executive members of that section and other participation can communicate with each other.
- (2) If an executive of either section is held by electronic means, executive members of such section are deemed to be present in person.
- (3) Owners of the Commercial Section may attend executive meetings of the Commercial Section as observers and owners of the Residential Section may attend executive meetings of the Residential Section as observers.
- (4) Despite bylaw 9.9(3), no observers may attend those portions of executive meetings that deal with any of the following:
 - (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the executive's opinion unreasonably interfere with an individual's privacy.

9.10 Voting at Executive Meetings

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

9.11 Executive to Inform Owners of Minutes

The executive of the section must inform owners in such section of the minutes of all executive meetings of such section within 2 weeks of the meeting, whether the minutes have been approved

9.12 Delegation of Executive's Powers and Duties

- (1) Subject to bylaws 9.12(2) to (4) the executive of a section may delegate some or all of its powers and duties to one or more executive members of such section or persons who are not members of the executive and may revoke the delegation.
- (2) The executive of a section may delegate its spending powers or duties, but only a resolution that:
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (b) delegates the general authority to make expenditures in accordance with bylaw 9.12(3).
- (3) A delegation of general authority to make expenditure must:
 - (a) set a maximum amount that may be spent; and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The executive of a section may not delegate its powers to determine, based on the facts of a case:
 - (a) whether a person has contravened a bylaw or rule;
 - (b) whether a person should be fined, and the amount of the fine; or
 - (c) whether a person should be denied access to a recreational facility.

9.13 Spending Restrictions

- (1) A person may not spend a section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite bylaw 9.13(1) an executive member of a section may spend the section's money to repair or replace limited common property which has been designated for the use of such section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

9.14 Limitation on Liability of Executive Member

- (1) An executive member of a section who acts honestly and in good faith is not personally, liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the executive of such section.

- (2) Bylaw 9.14(1) does not affect an executive member's liability, as an owner, for a judgement against the strata corporation or a section.
- (3) Any consent, approval or permission given under these bylaws by the strata executive or the executive of a section shall be revocable at any time upon reasonable notice.

PART 10. VOLUNTARY DISPUTE RESOLUTION

10.1 Voluntary Dispute Resolution

- (1) A dispute among owners, tenants, the strata corporation, a section 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, these bylaws or the rules.
- (2) A dispute resolution committee consists of:
 - (a) one owner or tenant of this strata corporation or a section (if the dispute is within respect to a matter that relates solely to that section) nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties; or
 - (b) any number of persons consented to or chosen by a method that is consented to by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties voluntarily end the dispute.

PART 11. MISCELLANEOUS

11.1 Defined Terms

All terms defined in the *Strata Property Act* (British Columbia) (as amended from time to time) ("**Act**") and used in these bylaws will have the meanings given to them in the Act unless otherwise defined in these bylaws or the context requires otherwise.

11.2 Notice to Sections

- (1) A notice or other record or document that is required or permitted under the Act, regulations, bylaws or rules to be given to a section must be given to that section:
 - (a) by leaving it with a member of that section's executive;
 - (b) by mailing it to that section at its most recent mailing address on file in the land title office, if any, provided there is no disruption of mail service at the time;
 - (c) by faxing it to that section using that section's fax number or a fax number provided by a member of its executive for receiving the notice, record or document; or

- (d) by putting it through the mail slot, or in the mailbox, used by the sections for receiving notices, records and documents.
- (2) A notice or other record or document that is given to a section under bylaws 11.2(1) (b) to (d) is conclusively deemed to be given 4 days after it is mailed, faxed or put through the mail slot or in the mail box.
- (3) Despite bylaw 11.2 but subject to another enactment or a court order, service on a section of notice of a proceeding in any court may only be affected by:
 - (a) personal service on a member of that section's executive; or
 - (b) mailing it, by registered mail, to that section at its most recent mailing address on file in the land title office, if any, provided there is no disruption of mail services at the time.

11.3 Smoking

Smoking is prohibited:

- (a) In a strata lot
- (b) On the interior common property, included but not limited to in hallways, elevators, parking garages, electrical and mechanical rooms, stairs, storage locker areas.
- (c) On patios and balconies
- (d) Within three meters of a door, window or air intake; and
- (e) On any land that is common asset.

(Bylaw 11.3 Adopted at AGM – 2014-07-07)