

SUTER BROOK

Strata Plan – BCS 1470

BYLAWS

Amended: January 21, 2010

Registration #: BB1238934

Amended: February 4, 2011

Registration #: BB1742846

Amended: January 12, 2012

Registration #: BB4033384

SCHEDULE OF BYLAWS
The Owners, Strata Plan BCS 1470

These bylaws replace the Schedule of Standard Bylaws in the *Strata Property Act* and repeal all previously registered bylaws.

1.0 DEFINITIONS

1.1 "Amenity Room" means the Common Property used by the Owners from time to time as an amenity room.

1.2 "**Amenity Room User Fee**" means the fee charged from time to time by the Strata Corporation for use of the Amenity Room.

1.3 "**Dispute Resolution Committee**" means:

- (a) One Owner or Tenant nominated by each of the parties involved in a dispute; and one Owner or Tenant chosen by the Persons nominated to chair the Dispute Resolution Committee; or
- (b) any number of Persons consented to, or chosen by a method that is consented to, by all of the parties involved in a dispute.

1.4 "**Invitee**" means a Person who enters the Premises at the invitation of an Owner, Tenant, or Occupant.

1.5 "**Person**" is inclusive of male, female, adult, child, and infant, as the case maybe.

1.6 "**Premises**" means inclusively any and all Strata Lots, Common Property, Limited Common Property, and land that is a Common Asset.

1.7 "**Public Access**" means entry onto the Premises by anyone other than an Owner, or a Tenant, Occupant, or Invitee.

2.0 USE

2.1 An Owner, Tenant or Occupant shall not use or permit the use of his strata lot for a commercial, professional or business purpose that:

- (a) may or will increase the amount of foot traffic or motor vehicle traffic in the common property or the strata lot;
- (b) in any way increases or may increase the liability risk of the strata corporation;
- (c) involves customers, clients, employees, contractors, other workers, or any individuals attending the strata lot other than those individuals ordinarily resident in the strata lot; or
- (d) involves individuals using the strata lot as a place of temporary lodging.

2.2 No Owner, Tenant, Occupant or Invitee shall use the Premises in a way that:

- (a) causes a nuisance or hazard to another Person;
- (b) causes unreasonable noise, particularly between the hours of 10:30 p.m. and 7:00 a.m.;
- (c) causes unreasonable smells, vibrations, or light;
- (d) unreasonably interferes with the rights of other Persons to use and enjoy the Premises;
- (e) is illegal or is injurious to the reputation of the Strata Corporation;
- (f) is contrary to a purpose for which the Premises are intended, as shown expressly or by necessary implication on or by the Strata Plan; or,
- (g) causes damage other than reasonable wear and tear to the Premises or the Common Assets.

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

2.4 An Owner, Tenant, or Occupant shall display Christmas lights on the Premises only in accordance with the following:

- (a) Christmas lights may only be displayed between December 1 and January 31 of each year;
- (b) Christmas lights shall not be attached or affixed to the exterior of the Premises other than to that portion of the Premises which is a natural wood.

2.5 An Owner, Tenant, or Occupant may not use live or natural cut Christmas trees.

2.6 An Owner, Tenant or Occupant may keep pets on a Strata Lot only in accordance with the following:

- (a) all pets shall be kept under the reasonable control of the Owner, Tenant, or Occupant at all times while on the Premises, so as to not interfere with or damage the Premises or the use and enjoyment thereof by other Owners, Tenants, or Occupants;
- (b) all dogs should be leashed or otherwise secured at all times when on the Common Property or land that is a Common Asset;
- (c) only pets of the following nature may be kept on the Premises:
 - (i) a reasonable number of fish or other small aquarium animals;
 - (ii) a reasonable number of small caged mammals;
 - (iii) a reasonable number of caged birds;
 - (iv) two cats; and
 - (v) one dog;

- (d) exotic pets, including snakes, reptiles, spiders or large members of the cat family, are strictly prohibited;
- (e) Owners keeping a pet on their Strata Lot shall ensure that the pet is kept quiet, controlled and clean. Any excrement on Common Property, Limited Common Property or on land that is a Common Asset shall be immediately disposed of by the Owner;
- (f) an Owner, Tenant or Occupant keeping a pet on the Premises shall ensure that such pet is supervised at all times while on the Common Property, Limited Common Property or land that is a Common Asset;
- (g) an Owner, Tenant or Occupant keeping or allowing a pet to remain on their Strata Lot shall assume all liability for the actions of the pet, regardless of whether or not the Owner had knowledge, notice or forewarning of the likelihood of such action;
- (h) if the Strata Council receives a complaint that a pet is causing a nuisance or an unreasonable interference to an Owner, Tenant or Occupant's use and enjoyment of their Strata Lot, the Common Property or land that is a Common Asset, or that the pet has been vicious or aggressive or kept in contravention of this Bylaw a Bylaw enforcement hearing will be held in accordance with the provision of the *Strata Property Act*. At the end of the hearing the Strata Council may take no action, fine the Owner, require the Person to pay the costs of remedying the contravention or order the immediate removal of the pet from the Strata Lot in which case the pet will be immediately removed. The owner of the pet will be advised of the outcome of the hearing in writing.

2.7 No Owner, Tenant or Occupant shall without the consent of the Strata Council:

- (a) place or store on his or her balcony area any goods, chattels, laundry, or other objects, other than patio furniture, barbecues, bicycles, flowers, and shrubs;
- (b) enter any part of the Premises to which access is restricted, such restricted areas to include but not be limited to the roof, other than the roof decks, electrical rooms, and mechanical rooms;
- (c) hold a garage sale or lawn sale on the Premises;
- (d) plant, relocate, or remove trees or shrubs on Common Property, land that is a Common Asset, or Limited Common Property.

2.8 An Owner, Tenant or Occupant may install hanging plant baskets within the confines of the deck, balcony or patio and may install rail plant baskets on the interior of the railing of a deck, patio or balcony. All support brackets or rail baskets must be black.

2.9 An Owner is responsible for the actions of all Persons who enter the Premises as then-Tenants, Occupants, or Invitees.

2.10 No Owner, Tenant, Occupant or Invitee shall:

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

- (b) install or place carpeting, including but not limited to indoor-outdoor carpeting, or hang curtains, beads, screens, or other such items on a deck, patio or balcony or wash a deck, balcony or patio in a way that interferes with the use of a Strata Lot or other decks, balconies, or patios.
- (c) allow any Person entry onto the Premises by Enterphone or otherwise unless such Person is known to the Owner, Tenant, Occupant or Invitee;
- (d) obstruct or use the entrances, passages, hallways or stairs of the Common Property for any purpose other than entering or exiting a Strata Lot;
- (e) place signs, billboards, placards, advertising or notices of any kind on the exterior of the building, on the Common Property, or in a window that is visible from the exterior of the Strata Lot except "For Sale" signs which may only be displayed in a location designated by the Strata Council. This bylaw shall be interpreted in a manner consistent with elections legislation.
- (f) interfere with the proper operation of the elevator in the Premises in any way;
- (g) without the consent of the Strata Council, use for storage any part of the Premises, except their own Strata Lot and storage locker, if any;
- (h) store or permit to be stored upon the Premises coal or any combustible, flammable or hazardous material, except for a small supply of fuel for an outdoor barbecue;
- (i) copy any key to Common Property without the express written permission of the Strata Council;
- (j) install on the Premises any window covering which appears from the exterior of the Premises to be any colour other than white, off-white, cream, or beige;
- (k) cause any fob to be left or stored in any vehicle;
- (l) plant or grow fruits or vegetables on Common Property, land that is a Common Asset, or Limited Common Property;
- (m) subject to Bylaw 2.6 feed pigeons, seagulls, squirrels, or rodents on the Premises;
- (n) leave open or unlocked any entrance to the Common Property or any fire escape unless such Owner, Tenant or Occupant is in direct supervision of the entrance or the fire escape.

2.11 An Owner, Tenant or Occupant shall notify the Strata Council immediately upon the loss or theft of any keys or fob to Common Property, and that Owner shall be responsible for the cost of rekeying or reprogramming all locks in the Premises if the Strata Council deems such rekeying or reprogramming necessary.

2.12 An Owner, Tenant or Occupant who is absent from a Strata Lot for an extended period of time shall make reasonable arrangements to have the Strata Lot maintained in his or her absence.

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

- 2.14 An Owner, Tenant or Occupant shall bag and tie ordinary household refuse and garbage, and deposit it in either of the garbage bins provided in the garbage room in the parking garage below building 100 and 200 Capilano Road.
- 2.15 An Owner shall arrange for the disposal of all waste material other than ordinary household garbage and refuse from his or her Strata Lot at his or her own expense.
- 2.16 An Owner shall not allow his or her Strata Lot to become unsanitary or a source of odour.
- 2.16 The use and/or storage of shopping carts on common and limited common property is prohibited. No shopping carts can be left on the premises, a fine of up to \$50 can be levied.” (Added: AGM January, 5, 2012)

3.0 MAINTENANCE AND REPAIR

- 3.1 An Owner shall repair and maintain the Owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under the Bylaws.
- 3.2 An Owner shall promptly carry out all work that is ordered by a competent or public or local authority in respect of his or her Strata Lot, other than work ordered to be carried out on Common Property, and shall be responsible for all costs associated therewith.
- 3.3 An Owner who has the use of Limited Common Property shall repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under Bylaw 3.7. Without limiting the generality of the foregoing, Owners must keep balcony, decks and patios clean of dirt, debris, algae and mould.
- 3.4 An Owner, Tenant, or Occupant shall allow a Person authorized by the Strata Corporation to enter the Strata Lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and,
 - (b) at a reasonable time, on 48 hours' written notice including the date and approximate time of entry, to:
 - (i) inspect, repair or maintain Common Property, Common Assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under the Bylaws or the Act; or
 - (ii) ensure compliance with the Act and the Bylaws.
- 3.5 The notice referred to in Bylaw 3.4(b) above shall include the date, approximate time of entry, and reason for entry.
- 3.6 An Owner who does not permit entry as referred to in Bylaw 3.4(b) will be responsible for all costs incurred by the Strata Corporation if a professional is required to re-attend at the Premises to inspect, repair or maintain Common Property, Common Assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under the Bylaws or the Act and all legal costs incurred by the Strata Corporation if an application to the Court is required in order to obtain access to the Strata Lot.

3.7 The Strata Corporation shall repair and maintain the following:

- (a) Common Assets;
- (b) Common Property that has not been designated as Limited Common Property;
- (c) Limited Common Property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year; and;
 - (ii) the following, no matter how often the repair or maintenance readily occurs:
 - (A) the structural components of the building;
 - (B) the exterior of the building;
 - (C) chimneys, stairs, balconies, and other things attached to the exterior of the building; and
 - (D) doors, windows and skylights on the exterior of the building or that front on the Common Property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards.
- (d) a Strata Lot, but the duty to repair and maintain it is restricted to:
 - (i) the structural components of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property.

3.8 Without limiting the generality of Bylaw 3.1, an Owner shall repair and maintain:

- (a) any fence on a patio of a Strata Lot that does not divide such patio with the patio of an adjacent Strata Lot; and
- (b) any patio covers that have not been installed by the Strata Corporation.

4.0 AMENITY ROOM

4.1 An Owner may request in writing consent from the Strata Council to use the Amenity Room at a specific date and time.

4.2 The Owner making a request pursuant to Bylaw 4.1 shall have exclusive use of the Amenity Room on the date and time requested provided that:

- (a) the Owner has received written consent from the Strata Council for such use; and
- (b) the Owner has paid the Amenity Room User Fee as set out in the Rules.

5.0 FEES AND ASSESSMENTS

- 5.1 An Owner shall pay strata fees on or before the 1st day of the month to which the strata fees relate as follows:
- (a) payment shall be made in 12 equal consecutive instalments, in advance, to be paid on the 1st day of each and every month;
 - (b) at the request of the Strata Corporation, an Owner shall deliver a series of post-dated cheques, within 30 days of the request, in payment of the instalments for strata fees;
- 5.2 An Owner may apply in writing to the Strata Corporation for a statement setting forth as of its due date the amount of any unpaid assessments due and owing from the Owner, and the Strata Corporation shall furnish the Owner with a statement within 10 days of receiving the written application.
- 5.3 Special levies and overdue strata fees shall be dealt with as follows: (Amended: AGM Jan.5, 2012)
- (a) overdue strata fees shall bear interest at a rate of 10% per annum, compounded annually, not in advance, from the date when due until the date when paid;
 - (b) if the Strata Corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a Strata Lot, the Owner of the Strata Lot will be responsible to reimburse the Strata Corporation for the full amount of the costs incurred by the Strata Corporation;
 - (c) special levies are due in accordance with the resolution approving such Special Levy in accordance with the Act;
 - (d) failure to pay a special levy on the due date will result in a fine of \$50.00 for each contravention of Bylaw 5.3 (c).”

6.0 RENTALS

- 6.1 The number of strata lots that may be rented is 5.
- 6.2 Prior to offering the rental of a strata lot, the Owner thereof shall make a written request to the Strata Council for permission to rent his strata lot.
- 6.3 The Strata Council will reply in writing stating whether or not 5 strata lots have been rented, (excluding those strata lots rented to a family member, those rented pursuant to a successful appeal on the basis of hardship, those rented in reliance on the Rental Disclosure Statement and those rented in reliance on section 143 of the *Strata Property Act*) and advising the Owner whether the owner can proceed to rent the strata lot. (Amended: AGM January 5, 2012)
- (a) Hardship Exemption process – where cases of undue physical or financial hardship of a personal nature arise, the owner may make a written request to the council for permission to rent a strata lot for a limited period of time, and where the council has been provided with evidence which may include personal financial documents that undue hardship will result if limited rental approval is not given, the council shall not unreasonably withhold permission for

limited rental;

- (b) this bylaw does not apply to prevent the rental of a strata lot to a member of the “family” of an owner, meaning:
 - (i) the spouse of the owner;
 - (ii) a parent or child of the owner; or
 - (ii) a parent or child of the spouse of the owner,

Where “spouse of the owner” includes an individual who has lived and cohabitated with the owner, for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between person of the same gender;”

- 6.4 If the Owner is not permitted to rent the strata lot, the Strata Council must then place the Owner of the Strata Lot on a waiting list to be administered by the Strata Council based upon the date of the request for permission to rent.
- 6.5 Owners who are permitted to rent must enter into a tenancy agreement of at least six months duration.
- 6.6 The permission referred to in Bylaw 6.3 of the Strata Corporation Bylaws will expire and be of no force and effect if a Tenant has not moved into the Strata Lot within three (3) months of receipt by the Owner of such permission. (Amended: AGM January 5, 2012)
- 6.7 Where an Owner rents a Strata Lot in contravention of these Bylaws, the Owner shall be subject to a fine of \$500.00.
- 6.8 Prior to possession of a Strata Lot by a Tenant, an Owner shall deliver to the Tenant the current Bylaws and Rules and a Notice of Tenant's Responsibilities (Form K) in the form required by the Act.
- 6.9 Within two weeks of renting a Strata Lot, an Owner shall give the Strata Corporation a copy of the Notice of Tenant's Responsibilities (Form K) duly signed by the Tenant.
- 6.10 Provided that an Owner has complied with the provisions of this Bylaw, an Owner may continue to rent his strata lot until the earlier of the time that:
 - (a) the Tenant vacates the strata lot;
 - (b) the strata lot is sold; or
 - (c) the Strata Corporation has terminated the tenancy under section 47 of the *Residential Tenancy Act* in relation to any strata lot owned by the Owner.
- 6.11 A Tenant must, at any time upon request by the Strata Corporation, inform the Strata Corporation of his or her name.
- 6.12 Any legal costs incurred by the Strata Corporation in enforcing this Bylaw shall be the responsibility of the contravening Owner and shall be recoverable from the Owner on a solicitor and own client basis by the Strata Corporation.

6.13 No Tenant shall sub-lease a strata lot.

7.0 DECORATION AND IMPROVEMENT

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

7.2 No Owner, Tenant, or Occupant shall, without the written consent of the Strata Corporation, erect or fasten a television antenna, satellite dish, or similar structure or appurtenance to any part of the Premises.

7.3 An Owner shall obtain the written approval of the Strata Corporation before making an alteration or addition to the Premises that involves any of the following:

- (a) the structural components of the building;
- (b) the exterior of the building;
- (c) chimneys, stairs, balconies, or things attached to the exterior of the building;
- (d) doors or windows on the exterior of the building, or that front on the Common Property;
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) Common Property located within the boundaries of a Strata Lot;
- (g) those parts of a Strata Lot which the Strata Corporation is required to insure; or,
- (h) Common Property or Limited Common Property.

7.4 The Strata Corporation must not unreasonably withhold its approval under Bylaw 7.3, 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 by signing an Assumption of Liability Agreement.

7.5 No Owner, Tenant or Occupant shall make any alteration which in the reasonable opinion of the Strata Council materially alters the appearance of the exterior of the Premises.

7.6 An Owner shall ensure that contractors hired by him or her to work on the Premises are covered by Work Safe BC and carry third party liability insurance with coverage in such amount as may be specified by the Strata Corporation in writing, and an Owner shall provide to the Strata Corporation proof of such insurance within a reasonable period of time following a request from the Strata Corporation.

7.7 When making alterations or additions to the Premises, an Owner shall comply:

- (a) with all applicable laws and obtain all required permits; and
- (b) with the provisions of Bylaw 2.2.

7.8 It shall be the responsibility of the Owner, at the end of each day during the course of work to

the Premises, to clear any debris from and to clean any Common Property or land that is a Common Asset affected by the alterations to the Premises.

- 7.9 Where an Owner fails to comply with Bylaw 7.8, the offending Owner shall:
- (a) reimburse the Strata Corporation for any direct costs incurred as a result of such failure; and
 - (b) if there is a caretaker responsible for the Common Property, pay to the Strata Council for delivery to the caretaker 1/25 of the weekly salary of the resident caretaker for each hour worked by the caretaker as a result of the renovations.
- 7.10 Where permission was required, but was not obtained for an alteration to a Strata Lot or to Common Property, the alteration must be removed at the Owner's expense if the Council orders that the alteration be removed.
- 7.11 Owners who undertake alterations in accordance with these Bylaws and subsequent owners are responsible for all costs relating to:
- (a) the maintenance and repair of the alterations,
 - (b) the effects on all adjacent strata lots or common property including the effects or rain and weathering, staining and discolouration.
- 7.12 The Strata Council may maintain, repair or remove alterations to Common Property if in the opinion of the Strata Council:
- (a) the alterations are not maintained or repaired, or
 - (b) the alterations are damaged.

All costs incurred in the maintenance, repair and/or removal will be charged to the owner of the Strata Lot.

- 7.13 On the sale of a Strata Lot, Owners must include all obligations and costs that may be applied relating to alterations in the Contract of Purchase and Sale including the requirement that the purchaser must sign an Assumption of Liability Agreement, if applicable. If the new owner refuses to sign an Assumption of Liability Agreement with the Strata Corporation, the alteration may be removed by the Council and the cost of removal will be charged to the new owner.
- 7.14 To remove an approved alteration or attachment, an Owner must negotiate the terms of the removal with the Council.

8.0 DAMAGE TO PROPERTY

- 8.1 An Owner, Tenant, Occupant or Invitee shall not do or cause to be done anything that causes damage to the plants, trees, flowers, and lawns of the Premises, or to any part of the Common Property.
- 8.2 The Strata Corporation is not responsible to an Owner for loss, damage or expense caused by an overflow or leakage of water from an adjoining Strata Lot.

8.3 Where an Owner, Tenant, Occupant or Invitee does or permits anything to be done that is illegal or for any other reason invalidates the Strata Corporation's insurance, the Owner must indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement of any damage to the Premises or contents thereof.

9.0 PARKING

9.1 Except in accordance with this Bylaw 9.0, no Owner shall park his or her vehicle on Common Property or on land that is a Common Asset.

9.2 An Owner, Tenant or Occupant shall park only in the parking stall assigned to his or her Strata Lot, unless private arrangements with the Owner of another Strata Lot have been made.

9.3 The Owner of any vehicle parked in an area in which parking is prohibited shall be responsible for costs incurred by the Strata Corporation to impound such vehicle, if such a measure becomes necessary in the discretion of the Strata Council.

9.4 Visitor parking is permitted only in the area designated as Visitor Parking. Owners, Occupants and Tenants are not permitted to park in Visitor Parking. A Visitor Parking Pass will be issued to all strata lots which must be used by any visitor parking in the Visitor Parking. Cars may remain in the Visitor Parking for a maximum of 72 hours unless approved by Council. If the Visitor Parking Pass is lost it may be replaced by written request to the Strata Council for a fee of \$10.00. Any cars parked in the Visitor Parking without an appropriate Visitor Parking Pass will be immediately towed.

9.5 No Owner, Tenant or Occupant shall repair, adjust or wash any vehicle on Common Property so as to cause nuisance, damage, inconvenience or mess to the Common Property or to any Owner, Tenant or Occupant.

9.6 Any Owner, Tenant, or Occupant that causes oil or other substances to spill or leak from a vehicle onto the Premises, shall at his or her expense immediately cause the spill or leak to be cleaned up.

9.7 No Owner shall rent or assign any parking stall to any Person who is not an Owner or Occupant of the Strata Corporation.

9.8 Unless otherwise consented to in writing by the Strata Council, parking stalls shall not be used for storage purposes.

9.9 No unregistered or uninsured vehicle may be parked in a parking stall.

9.10 No Owner, Tenant, Occupant, or Invitee shall drive a vehicle on the Premises at a speed that exceeds 10 kilometres per hour.

10.0 INSURANCE

10.1 No Owner shall do or permit to be done anything that will increase the risk of fire or the rate of fire insurance on the Premises or any part thereof.

10.2 Where a Bylaw is violated causing an increase in the rate payable for fire insurance by the Strata Corporation, the Owner responsible shall pay, in addition to any fine otherwise levied or payable, the amount of the increase in the rate payable for the fire insurance.

- 10.3 An owner will indemnify and save harmless the Strata Corporation for all expenses for any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or a strata lot for which the owner, tenant, occupant, contractor, agent, guest or invitee of the owner or his strata lot is responsible to the extent that the damage or loss is not covered by the Strata Corporation's insurance.
- 10.4 In the event that loss or damage occurs to common property, limited common property, common assets or any strata lot that gives rise to a valid claim under the Strata Corporation's insurance policy the owner of the strata lot, where the loss or damage originated, shall reimburse the Strata Corporation for the deductible portion of the insurance coverage.
- 10.5 An insurance deductible paid or payable by the Strata Corporation on behalf of an Owner shall be considered 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.
- 10.6 Each Owner of a Strata Lot is solely responsible for all forms of property and liability insurance on his or her Strata Lot and all or any fixtures, contents, or improvements therein and thereto against perils not insured by the Strata Corporation, for amounts in excess of amounts insured by the Strata Corporation, and for whatever is not covered by the insurance policies of the Strata Corporation.
- 10.7 An Owner may apply to the Strata Council in writing for a copy of any insurance policies effected by the Strata Corporation, and the receipts for the most recent premiums, and the Strata Council shall produce a copy thereof to the applicant within two weeks of receiving the application.

11.0 ANNUAL AND SPECIAL GENERAL MEETINGS

- 11.1 Annual and special general meetings shall be chaired by the President of the Strata Council or, in his or her absence, by the Vice President of the Strata Council.
- 11.2 Where both the President and Vice President of the Strata Council are absent from an annual or special general meeting or are unwilling or unable to chair the meeting, a Chair shall be elected by the eligible voters who are present at the meeting.
- 11.3 At an annual or special general meeting:
- (a) 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 the Strata Lot under s.116(1) of the Act;
 - (b) Persons who are not eligible to vote including Tenants and Occupants, may only participate in discussions if permitted to do so by the Chair, and shall leave the meeting if a resolution passed by majority vote is passed requesting them to do so;
 - (c) voting cards shall be issued to eligible voters;
 - (d) a vote is decided on a show of voting cards, unless an eligible voter requests a precise count;

- (e) if a precise count is requested, the Chair of the meeting shall decide whether it will be by show of voting cards or by roll call, secret ballot or some other method;
- (f) notwithstanding Bylaw 11.3(e), if requested by any eligible voter, a vote must be held by secret ballot;
- (g) the outcome of each vote shall be announced by the Chair of the meeting and recorded in the minutes of the meeting. The precise number of votes for and against a resolution shall be announced where a precise count was requested by an eligible voter under Bylaw 11.3(e);
- (h) if there is a tie vote, the President of the Strata Council, or if the President is absent or unable or unwilling to vote, the Vice President of the Strata Council may break the tie by casting a second, deciding vote;
- (i) Owners may attend by telephone or other electronic device, provided that such method or device allows all Persons participating in such meeting to communicate with and be heard by all other Persons at the meeting, and any Owner attending such meeting by electronic device shall be deemed to be present in person; and

11.4 A quorum for an annual or special general meeting shall be the eligible voters holding one third of the Strata Corporation's votes, present in person or by proxy.

11.5 Notwithstanding section 48(3) of the Act, if within a half hour from the time appointed for an annual general meeting or special general meeting a quorum is not present:

- (a) any such meeting being held pursuant to section 43 of the Act shall be terminated; and
- (b) any such meeting being held other than pursuant to section 43 of the Act:
 - (i) shall be adjourned for a further half hour from the time appointed; and
 - (ii) if a quorum is not present within one hour from the time appointed for such meeting, the meeting shall continue, and the eligible voters present in person or by proxy will be deemed to constitute a quorum.

11.6 The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a Person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;

- (h) receive reports of Strata Council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a Strata Council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

12.0 STRATA COUNCIL

- 12.1 The Strata Council shall be comprised of not less than three and not more than seven members.
- 12.2 Spouses of owners are eligible to be a Strata Council member.
- 12.3 Where the Strata Corporation is entitled to register a lien, the Owner or the spouse of the Owner shall not be eligible to stand for or sit on Strata Council.
- 12.4 The term of office of a Strata Council member ends at the end of the annual general meeting at which a replacement is elected.
- 12.5 A Person whose term as Strata Council member is ending is eligible for re-election.
- 12.6 In the election of Strata Council members held at each annual general meeting, the members elected to fill the vacant positions shall be elected for a term of two years.
- 12.7 In the first year, the first four Strata Council members with the highest number of votes will be elected for two years and the balance of the Strata Council elected for one year. In the next year, Strata Council positions whose term ends will be elected for a two year term.

13.0 REMOVING AND REPLACING STRATA COUNCIL MEMBERS

- 13.1 The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting remove one or more Strata Council members.
- 13.2 After removing a Strata Council member, the Strata Corporation shall hold an election at the same annual or special general meeting to replace the Strata Council member for the remainder of the term.
- 13.3 If a Strata Council member resigns or is unwilling or unable to act for a period of three or more months, or for three consecutive Strata Council meeting, the remaining members of the Strata

Council may appoint a replacement Strata Council member for the remainder of the term.

- 13.4 A replacement Strata Council member may be appointed from any Person eligible to sit on the Strata Council.
- 13.5 The Strata Council may appoint a Strata Council member under Bylaw 13.3 even if the absence of the Strata Council member being replaced leaves the Strata Council without a quorum.
- 13.6 If all the members of the Strata Council resign or are unwilling or unable to act for a period of two or more months, Persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new Strata Council by complying with the provisions of the Act, the Regulations and the Bylaws respecting the calling and holding of meetings.

14.0 OFFICERS OF THE STRATA COUNCIL

- 14.1 At the first meeting of the Strata Council held after each annual general meeting of the Strata Corporation, the Strata Council shall elect, from among its member, a President, a Vice President, a Secretary and a Treasurer.
- 14.2 A Person may hold more than one office at a time, other than the offices of President and Vice President.
- 14.3 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.
- 14.4 If an officer other than the President is unwilling or unable to act for a period of two or more months, the Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.

15.0 MEETINGS OF STRATA COUNCIL

- 15.1 Any Strata Council member may call a Strata Council meeting by giving the other Strata Council members at least seven days notice of the meeting, specifying the reason for calling the meeting.
- 15.2 The notice in Bylaw 15.1 does not have to be in writing.
- 15.3 A Strata Council meeting may be held on less than seven days notice if:
- (a) all Strata Council members consent in advance of the meeting; or,
 - (b) the meeting is required to deal with an emergency situation, and all Strata Council members either:
 - (i) consent in advance of the meeting; or,
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

15.4 The Strata Council shall inform Owners about a Strata Council meeting as soon as possible after the meeting has been called.

16.0 REQUISITION OF A COUNCIL HEARING

16.1 By application in writing, stating the reason for the request, an Owner, Occupant or Tenant may request a hearing at a Strata Council meeting.

16.2 If a hearing is requested under Bylaw 16.1, the Strata Council shall hold a meeting to hear the applicant Owner within one month of the request.

16.3 If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council shall give the applicant Owner a written decision within one week of the hearing.

17.0 QUORUM AND VOTING AT STRATA COUNCIL MEETINGS

17.1 A quorum of the Strata Council is two where there are four or less members on Strata Council, three where there are five or six members on Strata Council, and four where there are seven members on Strata Council.

17.2 Strata Council members shall be present in person at the Strata Council meeting to be counted in establishing a quorum.

17.3 At the option of the Strata Council, Strata Council meetings may be held by electronic means, so long as all Strata Council members and other participants can communicate with each other.

17.4 If a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.

17.5 No Owners may attend those portions of Strata Council meetings that deal with any of the following:

- (a) Bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction Bylaw exemption hearings under section 144 of the Act; or,
- (c) any other matters if the presence of observers would, in the Strata Council's opinion, unreasonably interfere with an individual's privacy.

17.6 At Strata Council meetings, decisions shall be made by a majority of Strata Council members present in person at the meeting.

17.7 If there is a tie vote at a Strata Council meeting, the President of the Strata Council may break the tie by casting a second, deciding vote.

17.8 The results of all votes at a Strata Council meeting shall be recorded in the Strata Council meeting minutes, along with the names of the Strata Council members moving and seconding any resolutions, and the names of any dissenting or abstaining Strata Council members.

17.9 The Strata Council shall inform Owners of the minutes of all Strata Council meetings within two weeks of the meeting, whether or not the minutes have been approved.

18.0 DELEGATION OF STRATA COUNCIL'S POWERS AND DUTIES

- 18.1 Subject to Bylaws 18.2 and 18.3, the Strata Council may delegate some or all of its powers and duties to one or more Strata Council members or Persons who are not members of the Strata Council, and may revoke the delegation.
- 18.2 The Strata Council may delegate its spending powers or duties, but only by a resolution that:
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or,
 - (b) delegates the general authority to make expenditures in accordance with Bylaw 18.3.
- 18.3 A delegation of a general authority to make expenditures shall:
- (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.
- 18.4 The Strata Council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a Person has contravened a Bylaw or rule;
 - (b) whether a Person should be fined, and the amount of the fine; or,
 - (c) whether a Person should be denied access to any part of the Premises.

19.0 SPENDING RESTRICTIONS

- 19.1 A Person may not spend the Strata Corporation's money unless the Person has been delegated the power to do so in accordance with the Bylaws.
- 19.2 Despite Bylaw 19.1, where there are reasonable grounds to believe that an immediate expenditure is necessary, the Strata Council may make such expenditure without approval at an annual or special general meeting provided that the expenditure is necessary to ensure safety and prevent significant loss or damage, whether physical or otherwise.

20.0 LIMITATION OF LIABILITY OF COUNCIL MEMBERS

- 20.1 A Strata Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Strata Council.
- 20.2 Bylaw 20.1 does not affect a Strata Council member's liability, as an Owner, for a judgment against the Strata Corporation.

21.0 ENFORCEMENT OF BYLAWS AND RULES

- 21.1 The Strata Corporation may fine an Owner or Tenant a maximum of:
- (a) \$200 for each contravention of a bylaw;
 - (b) \$50 for each contravention of a rule; and
 - (c) \$500 for each contravention of the rental bylaw at Bylaw 6.
- 21.2 Where any act or omission by an Owner, or his or her employee, agent, Invitee, or Tenant violates the Bylaws resulting in the Strata Corporation being required to expend any sum of money, the Owner shall be required to pay forthwith upon demand any expenditure, including and not limiting the generality of the foregoing, any and all costs of legal proceedings whether initiated pursuant to Part 10 of the Act or otherwise, including costs as between solicitor and client on a full indemnity basis.

22.0 SALE OF STRATA LOTS & MOVING

- 22.1 An Owner shall notify the Strata Council immediately upon any change in ownership of that Strata Lot.
- 22.2 An Owner or agent of the Owner shall supervise a prospective purchaser of a Strata Lot at all times while the prospective purchaser is on the Premises.
- 22.3 An Owner, Occupant, or agent of the Owner shall not leave open, hold or prop open, or leave unlocked the entrance doors to the Premises for the purpose of showing a Strata Lot in the course of the sale of a Strata Lot.
- 22.4 An Owner shall notify in writing and make arrangements for a moving time with the Strata Council two weeks prior to:
- (a) moving in or out of a Strata Lot; or
 - (b) the time at which a Tenant or Occupant moves in or out of a Strata Lot.
- 22.5 An Owner, Occupant or Tenant shall move in or out of a Strata Lot only between the hours of 8:00 a.m. and 10:00 p.m.
- 22.6 Any damage caused by an Owner, Occupant, Tenant, or his or her agents while moving in or out of a Strata Lot shall be the sole responsibility of the Owner of the Strata Lot.
- 22.7 Each time that an Owner, Tenant, or Occupant moves substantially the whole of his or her household furnishings and personal possessions in or out of a Strata Lot, the Owner of the Strata Lot will pay to the Strata Corporation a fee of \$200.00.
- 22.8 An Owner or agent of an Owner may hold an "open house" in the course of the sale of a Strata Lot provided that:
- (a) no Owner or agent of an Owner shall hold more than two open houses in a period of one month; and
 - (b) the Strata Council has provided written consent to the open house specifying the date

and time of such open house.

23.0 DISPUTES

- 23.1 The Strata Council is not required to obtain prior approval for and may proceed with a Small Claims action on behalf of all Owners of the Strata Corporation, except any who are being sued, to collect monies owing to the Strata Corporation, including money owing as a fine.
- 23.2 A dispute among Owners, Tenants, Occupants or the Strata Corporation or any combination of them may be referred to the Dispute Resolution Committee provided that:
- (a) all of the parties involved in a dispute consent; and
 - (b) the dispute involves the Act, the Regulations, the Bylaws, or the Rules.
- 23.3 The Dispute Resolution Committee shall attempt to help the parties involved in the dispute to voluntarily end the dispute.

24.0 NOTICE AND CONSENT

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

25.0 SEVERABILITY

- 25.1 Should any portion of these Bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the Bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect

26.0 MISCELLANEOUS

- 26.1 Any flooring changes made must adhere to an underlay with a vapour barrier that has an ITC71 minimum rating.

27.0 SECURITY MEASURES

- 27.1 Closed circuit television and video surveillance are installed in the following common areas of the building: building entrances, lobbies, recreation rooms and mailrooms. The system operates 24 hours a day and the Strata Corporation collects data from the closed circuit television and video surveillance.
- 27.2 The Strata Corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan BCS 1470.
- 27.3 The video files and/or security fob usage records will be used only for the purposes of law enforcement and/or for the enforcement of those Strata Corporation Bylaws and Rules which relate to the safety and security of the building and its occupants.
- 27.4 The video files are stored for a period of up to three (3) months from the date of recording, which period may be extended for those files required for law enforcement and/or Bylaw enforcement purposes.

- 27.5 The security fob usage records are stored for a period of up to one (1) year from the date of the recording, which period may be extended for those the files required for law enforcement and/or Bylaw enforcement purposes.
- 27.6 The personal information of Owners, tenants or occupants will only be reviewed or disclosed as follows:
- (a) law enforcement in accordance with Bylaw 3 herein;
 - (b) the caretakers of the Strata Corporation and Council members in accordance with Bylaw 3 herein; or
 - (c) In the event of an incident in which they are involved or affected, an Owner, tenant or occupant may request a copy of the applicable video file or security fob usage records.
- 27.7 In installing and/or maintaining the systems described herein, the Strata Corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any Owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.