



**BYLAWS**

**STRATA PLAN BCS 2759**

**CRESCENDO**

September 6, 2016	Registration #CA5510727
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## **PREAMBLE**

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

Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act, S.B.C. 1998, c. 43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant.

## **DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS**

### **1. COMPLIANCE WITH BYLAWS AND RULES**

- 1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

### **2. PAYMENT OF STRATA FEES AND SPECIAL LEVIES**

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually.
- 2.3 Service charges for NSF cheques will be charged back to the strata lot.
- 2.4 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.5 If strata fees are overdue one month, a demand letter will be sent requesting payment within 21 days. If strata fees are overdue two months, a lien will be applied on the strata lot and the cost of the lien will be charged to the owner. If strata fees are three months overdue, the Council will request an Order for Sale of the strata lot.
- 2.6 If, when an owner pays strata fees, the owner owes money to the strata corporation for a fine or for the reasonable costs of remedying a contravention of the bylaws or rules, the strata corporation must apply that owner's payment to the amount outstanding in the following order:
- (a) firstly, to the fine,
  - (b) secondly, to costs to remedy a contravention,
  - (c) thirdly, to the strata fees
- 2.7 Access to the Amenity, Exercise, and Spa Room facilities will be denied to the owner or tenants for non payment of strata fees or fines on time.

## **ENFORCEMENT OF BYLAWS AND RULES**

### **3. FINES**

- 3.1 Except where a lesser amount is specified in these bylaws, the strata corporation may fine an owner or tenant up to:
- (a) \$200.00 for each contravention of a bylaw; and
  - (b) \$50.00 for each contravention of a rule
- 3.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.
- 3.3 Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

### **4. INFORM STRATA CORPORATION**

- 4.1 An owner must notify the strata corporation within two weeks of becoming an owner; the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any and fill out an emergency information form.
- 4.2 On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies, using a Form K.

### **5. SECURITY**

- 5.1 All owners, tenants, and all other persons shall complete forms giving all required information in accordance with strata council policies from time to time.
- 5.2 New, replacement, or additional entry FOBs must be requested from the Building Manager together with the payment of an amount determined by the strata council from time to time.
- 5.3 The strata council shall have the sole discretion to grant or reject any and all Applications for FOBs to any person who is not a registered tenant resident, resident owner or non-resident owner of a strata lot within the Crescendo.
- 5.4 Where a parking stall assigned to one suite is rented to a different suite, the OWNER OF the suite renting the parking stall shall advise the strata corporation as follows:
- the number of the parking stall being rented
  - the name and suite number of the resident renting the parking stall
  - any change in the resident and suite number of the person renting the parking stall or that the stall is no longer being rented out

- 5.5 Once a FOB is issued, each resident shall take all reasonable steps to ensure that the misuse of all FOBs is prevented.
- 5.6 If a FOB is lost, stolen, or missing, it must be reported immediately to the Building Manager and it shall be deleted from the computer so it will no longer operate or open any door or gate. Replacements may be obtained as set out in section 5.2 above.
- 5.7 The use of FOBs and Enterphones or allowing entrance in any other manner is as follows:
1. At the time FOBs are issued, they shall be attached to a computer printout showing which FOBs are registered on the security system for the exclusive use of each suite.
  2. It shall be an offence of these bylaws for residents to whom FOBs have been issued to allow a different resident the regular or ongoing use of their FOBs.
  3. It shall be an offence of these bylaws, subject to the maximum fine, for an owner or resident or owner to who FOBs have been issued to allow a non-resident the regular or ongoing use of their FOBs except for emergencies or exceptional circumstances and for extremely short periods of time, or at the discretion of the strata council.
  4. It shall be an offence of these bylaws, subject to the maximum fine, to provide a FOB to a person who in fact is not a permanent full-time resident or owner of the Crescendo or at the discretion of the strata council.
  5. It shall be an offence of these bylaws, subject to the maximum fine, to use the Enterphone to allow entrance to the Crescendo to any person who is not a personal visitor or a person with whom you are personally doing business.
  6. It shall be an offence of these bylaws, subject to the maximum fine, to voluntarily allow any person not personally known to you as a resident to enter the door that you are entering through.
- 5.8 When entering or exiting through the parking gate to the residents' parking area in a vehicle, drivers shall stop their vehicles and wait for the parking gate to be well into the closing cycle before leaving the area that would allow another vehicle to enter or exit that gate. The strata council must and shall impose the maximum fine for each offence of this section.
- 5.9 It is an offence of this bylaw to open any door marked as an emergency exit only door. The strata council must and shall impose the maximum fine for any and all non-emergency use of all doors marked emergency exit only.
- 5.10 It is an offence of this bylaw to leave open and unattended or unlocked any door or gate within the Crescendo complex for any reason. The strata council must and shall impose the maximum fine for any and all of these doors which are left open or unattended.
- 5.11 No FOB shall be left in a motor vehicle at any time. The strata council must and shall impose the maximum fine for each offence of this section.

**6. REPAIR AND MAINTENANCE OF PROPERTY BY OWNER**

- 6.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws. PATIO DOOR ROLLERS, LOCKS, HANDLES, WINDOW HANDLES, ETC., ARE THE RESPONSIBILITY OF THE STRATA LOT OWNER.
- 6.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

**7. USE OF PROPERTY**

- 7.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that
- (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, otherwise injurious to the reputation of the strata corporation or
  - (e) is contrary to a purpose for which the strata lot, including patio or balcony or common property, is intended as shown expressly or by necessary implication on or by the strata plan.
- 7.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act. Residents must not drill holes, change, remove, attach anything to the exterior of the building that could compromise the integrity of the building envelope.
- 7.3 An owner is responsible for any damage caused by occupants, tenants, visitors or pets to the owner's strata lot.
- 7.4 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, common assets, limited common property or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.
- 7.5 A resident must not use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council and in accordance to the City of Port Moody Codes and Bylaws.

- 7.6 A resident must not place any indoor-outdoor carpeting on any deck, patio or balcony, nor install any hanging plants or baskets or other hanging items within three feet of a balcony railing line.
- 7.7 Where the strata corporation determines that illegal activity is taking place in a strata lot or on the common property, an owner, tenant or occupant, regardless of whether they had knowledge, notice or forewarning of such illegal activity must pay all costs incurred by the strata corporation in connection with the investigation and removal of such illegal activity, including, and without limitation, any increases in insurance, disposal costs and the costs to repair any damage to any strata lot or common property, including limited common property

## **8. APPEARANCE OF STRATA LOTS**

- 8.1 A resident must not allow a strata lot or limited common property (balconies, parking stalls) to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown from balconies, piled or stored in the strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.
- 8.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.

## **9. PATIOS-DECKS-BALCONIES**

- 9.1 Items which ARE acceptable and MAY be kept on a patio, balcony or deck are:

1. Propane or electric barbecues
2. Patio style furniture (no upholstered living room sofas, chairs, bookcases, etc.)

Samples of items which ARE NOT acceptable, and may NOT be kept on a patio or balcony are:

- ☐ freezers and or refrigerators
- ☐ bicycles
- ☐ clothes lines/racks, nor is laundry to be hung over balcony railings
- ☐ storage units or items (unless with written approval given by Council)
- ☐ sports equipment such as skis, exercise machines, dart boards, punching bags, weights, etc.
- ☐ lighting other than which was installed as an original permanent fixture, i.e. no torches, Christmas lights before December 1st or after January 31st, no strings of patio lanterns
- ☐ free standing trellises or divider screens of any kind.
- ☐ anything that is considered gaudy or obtrusive by Council, e.g., no statues, pink flamingos or like decorations.
- ☐ birdfeeders, or dog/cat houses. Animals are not to be housed on patios or balconies.
- ☐ cleaning supplies such as mops, garbage cans/bags.
- ☐ storage of empty boxes, cans, bottles, tires or general refuse.

- 9.2 No heavy plants or trees should be kept on patios, balconies, decks or roof decks.

- 9.3 Residents are permitted to have small planters and small flower boxes on their patios with the following instructions:
- (a) Small shrubs and flowers are permitted; vegetables in pots are allowed.
  - (b) No plantings shall be made that attach themselves to the building areas, such as ivy.
  - (c) The planters and flower boxes must be on the patio, not the common area around them. Any planters/flower boxes must be in appropriate containers on balconies.
  - (d) Residents are responsible for keeping these planters and flower boxes neat and tidy in appearance at all times year-round, and must have trays below them to catch water run-off.
  - (e) Planters and flower boxes must be of a neutral colour and must not be hung or attached to any part of the patio or balcony railings.

## **10. CLEANING OF PATIOS-DECKS-BALCONIES**

- 10.1 The membranes must be cleaned frequently by the unit owners to ensure long term performance and to minimize the build up of dirt and other contaminants that may ultimately stain and/or deteriorate the membrane.
- 10.2 When washing the patios, balconies or decks, residents must use biodegradable detergent and water taking care to plug the drain during the washing process. The soiled water solution must be picked up with a mop, sponge or wet vacuum, before the drain plug is removed. No water must be allowed to escape over the side of the balcony.
- 10.3 Any defacement of the exterior of the building and/or other common areas attributable to improper draining of liquid material from balcony drains will result in fines assessed to the violators. In addition, the violators may be assessed additional charges for any work or material needed to clean the common area affected.

## **11. OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT**

- 11.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) patios, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors or windows on the exterior of a building, or that front on the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;

- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
  - (h) wiring, plumbing, piping, heating, air conditioning and other services.
- 11.2 The strata corporation must not unreasonably withhold its approval under bylaw 11.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.
- 11.3 An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.
- 11.4 An owner in contravention of bylaws 11.1 to 11.3 (inclusive) shall be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

## **12. OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY**

- 12.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including limited common property or common assets.
- 12.2 An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:
- (a) submit, in writing, detailed plans and description of the intended alteration;
  - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
  - (c) obtain the consent of the owners by written approval of the strata council under bylaw 12.1.
- 12.3 The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
  - (b) that the standard of work and materials be not less than that of the existing structures;
  - (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
  - (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;



- (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.
- 12.4 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 12.5 An owner who, subsequent to the passage of bylaws 12.1 to 12.4 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

### **13. RENOVATIONS/ALTERATIONS**

- 13.1 An owner must give the building manager two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials.
- 13.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 13.3 An owner must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby.
- 13.4 A resident must be responsible to ensure:
  - (a) drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and
  - (b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed daily;

- 13.5 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the council at least five business days before the holiday date.
- 13.6 An owner must be in attendance for all SIGNIFICANT renovations/alterations. The determination of SIGNIFICANT shall be in the discretion of the council.
- 13.7 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.
- 13.8 An owner in contravention of bylaws 13.1 to 13.7 (inclusive) shall be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.
- 13.9 There will be a \$200.00 damage deposit payable in advance for all in-suite renovations refundable in whole or in part depending on any damage to the common property as a result of delivery or removal of renovation materials.

#### **14. HARD SURFACE FLOORING**

- 14.1 An Owner or Owners may, with the prior written approval of the Strata Council, make changes to the floor finishes of their strata lot from carpet to engineered hardwood only. The Council will give due consideration of sound transmission between strata lots.

##### INSTALLATION:

- 1. The hours of work by the tradesmen doing the installation is restricted to between 8 a.m. and 5 p.m. for the days scheduled.
- 2. An owner must be on site during the installation.
- 3. Residents located above, below and on both sides of your suite must be advised in advance of the proposed renovation as to the dates and times of the work being done.
- 4. The service elevator must be booked in advance with the building Manager, and the protective pads be put in place prior to the removal and delivery of any renovation materials.
- 5. No renovation material or packaging is to be placed in the strata's garbage containers. Owners are to arrange for offsite disposal.
- 6. Owners will be responsible for maintaining the cleanliness of all the common areas used for the transport of renovation materials.
- 7. Owners will be responsible for any damage to common areas that may be caused by the person(s) doing the installation. Owners will also be responsible for any damage to the building in the future that can be attributed to your flooring or the installation.

8. Owners will install Acoustic underlay that has an IIC and STC rating of 70 or greater. Floors must be leveled at a tolerance 1/8" over 10 Feet prior to installing underlay.

a) With the application to council to change the flooring, owners will submit a sample and specification sheets of the underlay to council.

b) After installation of underlay an inspection must be carried out by council or their designate.

c) To accommodate the above, a construction/renovation timeline will be submitted with the application, with approximate timing of the underlay completion.

d) An inspection must be performed by Strata Council or their designate at every stage of the installation.

a. Leveling

b. Subfloor

c. Finished flooring

e) Strata Council or their designate will make their inspection in a timely fashion based on the submitted renovation timeline, to not unduly delay the construction/renovation.

f) Any costs relating to the inspections will be born by the strata lot owner.

9. Underlay is to be installed between the finished floor and the concrete/plywood base. No flooring material of acoustical underlay is permitted to be glued to the concrete subfloor anywhere within the strata lot.

10. Owners must ensure that no less than sixty percent (60%) of such hard floor surfaces, except only kitchens, bathrooms, laundry rooms and entry areas, are covered with area rugs or carpet unless otherwise dictated by a medical condition;

11. Owners must avoid walking with hard shoes or dragging furniture or other heavy objects across such floor surfaces; Chair legs must be fitted with felt pads; Avoid activities that will cause unnecessary noise such as, bouncing balls, dancing and stomping of feet; and Separate any noise inducing equipment from the floor with adequate cushioning.

14.2 An owner or occupant of a strata lot which either already has hard floor surfaces such as wooden floors or tile or installs it at a later date must take reasonable steps to satisfy noise complaints from residents within audible range.

14.3 In cases where hard surface flooring has been installed within a strata lot, with or without prior written approval from the council, and where ongoing noise complaints have been received, the strata council in accordance with bylaw 19.1 (D), may conduct an investigative process within such said strata lot to determine the IIC or STC rating of such flooring, and

a) if within a strata lot where hard surface flooring has been installed and subsequent to undertaking an investigative process in accordance with by laws 14.3 and 19.1 (D) it is determined the IIC/STC rating of such said floor does not meet the requirements in accordance with bylaw 14.1, the owner will be required to:

(i) pay for all costs relating to such investigative process to determine the IIC/STC rating of the flooring material, and

- (ii) upon written demand notice from the council, remove or otherwise upgrade the installation of the underlay and/or hard surface flooring within such said strata lot at the owner's own cost and expense to meet the minimum IIC/STC requirements of 70 or greater (the exception being the original slate, stone, or ceramic tile as installed by the developer and those units which are not directly located above any other unit within the strata corporation).
- 14.4 Any resident residing within a strata lot in which hard surface flooring has been installed must at all time take preventive measures and action to reduce any noise transference to any other strata lot. Notwithstanding the generality of this bylaw, and resident must ensure that all furniture which is moved on frequent basis is affixed with felt under pads or an equivalent, that no hard-soled footwear is worn extensively by any person while in the strata lot, and that area rugs/carpets be placed in high traffic regions of the strata lot, including all bedrooms.
- 14.5 An owner of a strata lot in which hard surface flooring is installed (either originally by the developer or as an owner improvement/betterment) must, within 45 days subsequent to the passage of these bylaws, register their strata lot with the strata corporation, noting the type(s) of flooring and the areas within the strata lot where such hard flooring is located.
- 14.6 An owner in contravention of any of bylaws 14.1 and bylaw 14.5 may be subject to a fine up to \$200.00

## **15. PETS AND ANIMALS**

- 15.1 A resident shall not be allowed to keep domestic or exotic pets within the strata lot.  
  
*The following bylaws apply to the existing pets (grandfathered) at the passage of this bylaw.*
- 15.2 A resident or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- 15.3 A resident that keeps a pet in a strata lot, either permanently or temporarily, shall register that pet with the strata council by providing to the strata council a written notice, signed by the resident setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet.
- 15.4 A resident must not harbor exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 15.5 A resident or visitor must not permit a loose or unleashed permitted pet (leashes cannot exceed six feet in length) at any time within or on the common property or on land that is a common asset. A permitted pet found loose within or on the common property or land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner.
- 15.6 An owner of a pet shall not permit the pet to urinate or defecate on the common property and limited common property (balconies, patios or decks) and if any pet does urinate or defecate on the common property and limited common property the owner shall immediately and completely remove all of the pet's waste and dispose of it in a waste container or by some other sanitary means.

- 15.7 Pets must not be left unattended on limited common property, common property or on land that is a common asset.
- 15.8 No resident shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
- 15.9 Notwithstanding bylaw 15.8, a resident whose pet contravenes bylaw 15.8 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- 15.10 A resident must not keep a permitted pet which is a nuisance on a strata lot, including a patio or balcony, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the permitted pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- 15.11 A strata lot owner must assume all liability for all actions by a permitted pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 15.12 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.
- 15.13 A resident who contravenes any of bylaws 15.1 to 15.12 (inclusive) will be subject to a \$200.00 fine.

## **16. Conduct**

- 16.1 Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level, in the sole determination of a majority of the council that will not disturb the rights of quiet enjoyment of others.
- 16.2 Residents are responsible to assume liability for and properly supervise activities of children including, but not exhaustively, bicycling, skateboarding and hockey.

## **INSURANCE**

### **17. INSURING AGAINST MAJOR PERILS / INSURANCE DEDUCTIBLE**

- 17.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

- 17.2 The strata corporation may recover from the owner the cost for the insurance deductible amount in respect of a claim on the strata corporation's insurance if it is determined that damage to common property has been a result of the owner's negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family. In the event that the cost of the repairs is lower than the insurance deductible amount, the strata corporation may request the owner to pay for the cost to remedy the damage to common property if determined that damage has occurred as a result of owner's negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

## **18. GARBAGE/RECYCLING**

- 18.1 All garbage shall be plastic or paper bagged and tied before depositing. Any materials other than household refuse and garbage shall be removed from the strata plan by, or at the expense of, the individual owner/resident.
- 18.2 No items other than household refuse should be disposed of at any times in the garbage containers. Examples of unacceptable items are: paint cans, used carpets, furniture, dry wall, mattresses, etc. Such items shall be removed from the property by, or at the expense of, the individual resident.
- 18.3 Recycle bins must be properly used. All residents should take the time to familiarize themselves with the materials acceptable for recycling in each designated bin, i.e., cardboard, mixed paper, newsprint, and mixed containers.
- 18.4 No combustible materials may be disposed of in the garbage or recycle bins.

## **19. PERMIT ENTRY TO STRATA LOT**

- 19.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
  - (b) at a reasonable time, on 48 hours' written notice,
  - (c) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act;
  - (d) to ensure a resident's compliance with the Act, bylaws and rules.
- 19.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation.
- 19.3 The notice referred to in bylaw 19.1(b) must include the date and approximate time of entry, and the reason for entry.

## **POWERS AND DUTIES OF STRATA CORPORATION**

## **20. REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION**

20.1 The strata corporation must repair and maintain all of the following:

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

## **21. RESIDENTIAL RENTALS**

21.1 The number of strata lots that may be rented is limited to twelve (12) only. *This bylaw does not apply to rentals to family members under the family member exception or rentals permitted under the Rental Disclosure Statement (those that have purchased directly from the developer).*

21.2 The period of time that a strata lot may be rented is a minimum of six months and a maximum of four years. For greater clarity it is specified that an owner or his assign shall not utilize a strata lot for short term accommodation specifically as a hotel or a vacation rental such as air b&b or vrbo or rent or sublet the property to a third party or corporation who utilizes the strata lot as a hotel or a vacation rental such as air b&b or vrbo.

- 21.3 Where an owner leases a strata lot in contravention of bylaw 21.1, the owner shall be subject to a fine of \$500.00 and the strata corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. The Strata Corporation may impose this fine for continuing contravention every 14 days.
- 21.4 Within two weeks of renting a strata lot, the landlord must give the Strata Corporation a copy of the Form K –Notice of Tenants Responsibilities- signed by the tenant in accordance with the section 146 of the Act and a completed emergency contact information form.
- 21.5 Any legal costs incurred by the strata corporation in enforcing the rental restriction bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the strata corporation.
- 21.6 If the limit stated in bylaw 21.1 has not been reached at the time the owner applies for permission to lease a strata lot, the council must grant permission and notify the owner of the same in writing as soon as possible.
- 21.7 The strata corporation must administer this bylaw in the following manner:
- (a) an owner wishing to rent a strata lot must first apply in writing to the council for approval to rent;
  - (b) The council must consider applications in the order in which applications are received by the council;
  - (c) The council must consider each application upon receipt and will respond to each application in writing within 14 days from the date the application is received by the strata corporation;
  - (d) The council must keep a list of owners who have applied under this bylaw to rent their strata lot and the priority of their respective applications;
  - (e) Upon approval of an owner's application to rent, the owner must enter into a tenancy agreement for the strata lot within 60 days from the date of council's approval of that owner's application or the approval is automatically revoked and the council is entitled to advise the next owner on the list that his or her application to rent a strata lot is approved.
  - (f) If the number of strata lots leased at the time an owner applies for permission to lease has reached the limit stated in bylaw 21.1 excluding exempt strata lots pursuant to sections 143 and 144 of the Act and section 17.15 of the Regulations, the council must refuse permission and notify the owner of the same in writing, as soon as possible stating that the limit has been reached or exceeded, as the case may be, and place the owner of the strata lot on a waiting list to be administered by the council based upon the date of the request for permission to rent.
- 21.8 This bylaw does not apply to a strata lot
- (a) until the later of:



- (i) Where an owner has rented a strata lot to a tenant pursuant to a tenancy agreement entered into before this bylaw was passed, until one year after the date that the tenant who was occupying the strata lot at the time this bylaw was passed ceases to occupy the strata lot as a tenant; or
    - (ii) One year after the date this bylaw was passed; or
  - (b) to the extent that the application of this bylaw is delayed under the Act or regulations by virtue of a Rental Disclosure Statement.
- 21.9 Before an owner or tenant moves in, the Emergency Information Form must be completed and handed to the Building Manager or mailed to the Property Manager. Owners must complete a Form “K” for tenants.
- 22. PARKING**
- 22.1 Absolutely no storage is permitted in any parking stall other than a vehicle.
- 22.2 A resident must not store unlicensed or uninsured vehicles on the common, limited common property or on land that is a common asset.
- 22.3 A resident storing a vehicle must provide proof of insurance, including 3rd party liability on the commencement date of storage.
- 22.4 A resident must park only in the parking stall assigned to the resident.
- 22.5 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or the No Parking FIRE LANE area in the circular driveway.
- 22.6 Any resident’s vehicle parked in violation of bylaw 22.1 to 22.4 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.
- 22.7 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- 22.8 A resident or visitor operating a vehicle in the parking areas must activate the vehicle’s headlights.
- 22.9 Maximum speed shall be 8km/h within the Crescendo complex.
- 22.10 A resident must remove any dripped oil, gasoline or other automotive residue from his assigned parking stall, and periodically clean the area. An owner, whose vehicle is dripping oil or gasoline, must repair the vehicle and the owner must pay for the cost of cleanup of the common property in addition to any fine.

- 22.11 No vehicle shall be parked in the loading zone in front of the Crescendo for a period longer than the time reasonably required for the loading and unloading of the vehicle. The circular driveway is a designated Fire Lane.
- 22.12 Washing of vehicles is not permitted in any area of the parkade or common property at any time.
- 22.13 A resident must not permit any oversized, commercial, or recreational vehicles including but not exhaustively boats, trailers, and campers to enter or be parked or stored on common, limited common property or land that is a common asset.
- 22.14 A resident or visitor must not smoke anywhere in the parkade, including inside a vehicle.
- 22.15 An owner must not lease parking stall(s) to any person other than an owner or occupant.

### **23. VISITOR PARKING**

- 23.1 Visitor parking stalls are for the exclusive use of visitors of residents at the Crescendo. No owners or residents may use the Visitor Parking area at any time. Violators will be fined and/or towed.
- 23.2 The laminated visitor parking permits must be used at all times. These permits must be visibly displayed on the dashboard of the visitor's vehicle. The visitor lot will be monitored regularly, with license plate numbers recorded. It is the responsibility of each resident to supply their visitor with a parking permit. Only three Visitor Parking Passes will be issued per strata lot.

Visitors requiring parking for longer than 3 consecutive days per month must request permission in writing and in advance from the Building Manager, in person. Based on demand, these requests may be accepted or denied.

- 23.3 Resident owners are responsible for any damage caused to the common property by their visitors.
- 23.4 Vehicles in violation of these bylaws will be towed at the liability and expense of the vehicle owner.
- 23.5 No commercial vehicles are permitted to park in the visitors parking area at any time.

### **24. HANDICAPPED PARKING**

- 24.1 Visitor parking stalls numbered 53,54, and 62 are designated as handicapped parking stalls.
- 24.2 If an owner or an occupant in a strata lot qualifies for and has received a SPARC PARKING PASS for public parking lots, the owner must make an application for the use of a handicapped parking stall every six months.
- 24.3 The strata council shall receive all applications for the use of a handicapped parking stall from owners.
- 24.4 The strata council shall assign handicapped parking stalls on the basis of greatest need. The decision of the strata council shall be final and binding.

- 24.5 When an owner accepts the assigned use of a handicapped parking stall, the owner shall, as a condition of such acceptance, relinquish the use of a parking stall assigned for the exclusive use in perpetuity of his or her strata lot.

## **STORAGE**

### **25. STORAGE LOCKERS AND BICYCLE STORAGE**

- 25.1 A resident must store bicycles and tricycles only in the bicycle room.
- 25.2 Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the owner's designated bike room. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.
- 25.3 A resident must not store any hazardous, perishable, or flammable substances in storage lockers, including barbecue propane tanks.
- 25.4 Any owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
- 25.5 An owner must not lease storage lockers to any person other than an owner or occupant.
- 25.6 From time to time the strata may have extra storage lockers available for lease for a fee to be determined from time to time. Owners may apply in writing to the Strata Council to lease any available lockers.

### **26. MOVING IN AND OUT PROCEDURES**

- 26.1 An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by council from time to time.
- 26.2 A resident must provide notice to the strata corporation Building Manager of all moving arrangements at least one week (7 days) before the moving date. All moves must take place between 9:00 a.m. and 4:00 p.m. Monday to Saturday. Moves may take place on Sundays if it falls on the last or first day of the month, with the costs and the arranging of the supervision of the move to be at the owner's expense.
- 26.3 A resident must use the DESIGNATED MOVING ELEVATOR only during a move, and must ensure that the ELEVATOR SERVICE KEY is used to control the elevator and the doors not jammed open in any manner.
- 26.4 A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.
- 26.5 A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.

- 26.6 Moving may only take place through the main lobby door, or through the front door of the town homes as applicable. Moving through or across landscaped or grassed areas is not permitted and is subject to a fine.
- 26.7 A resident must pay a refundable deposit of \$200.00, whether in or out, prior to any move and any expenses incurred by the strata corporation attributable to the resident and all fines levied will be deducted from the deposit.
- 26.8 A move in/move out fee, in the amount of \$150.00 each, is payable 48 hours in advance of any move.
- 26.9 A resident contravening bylaws 26.1 to 26.8 (inclusive) shall be subject to a fine of \$200.00.
- 26.10 The Emergency Information Form must be completed by the owner or tenant prior to obtaining the key to the elevator.
- 26.11 Residents whose moves take more than the time booked (4 hours) will be subject to an extra charge of \$50.00 per hour.

## **27. EXERCISE ROOM**

- 27.1 The Exercise Room is for the exclusive use of residents and their invited guests. In the interests of safety and enjoyment, the following Rules have been prepared and must be adhered to at all times:
- 27.2 Use of the facilities is for the residents of the Crescendo and their guests only and is not intended for commercial enterprises.
- 27.3 The privacy and enjoyment of others using these facilities must be respected at all times.
- 27.4 No animals are permitted in these facilities.
- 27.5 Any and all accidents must be reported immediately to the Building Manager or the Property Manager.
- 27.6 Any person(s) causing damage to the facilities must immediately report such damage(s) to the Building Manager or the Property Manager.
- 27.7 Any person(s) noting a breach of these Bylaws, or abuse of the area, is to immediately report the incident to the Building Manager or the Property Manager. Any breach of the above bylaws may be subject to fines being levied against their strata lot in accordance with the strata corporation's bylaws and/or the removal of privileges regarding use of the facilities. Additional charges may be levied for the replacement or repair of equipment that shows evidence of willful damage.
- 27.8 No food or alcoholic beverages are permitted in the Exercise Room.
- 27.9 After using the equipment, it must be wiped down using the supplied disinfectant.
- 27.10 No person(s) under the age of sixteen (16) years may use the Exercise Room, unless accompanied by an adult.

- 27.11 Proper footwear and cover-ups shall be worn in the Exercise Room at all times.
- 27.12 ANY PERSON(S) USING THESE FACILITIES DO SO AT THEIR OWN RISK, AND RELEASE AND INDEMNIFY THE STRATA CORPORATION AND THE MANAGING AGENT FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THESE FACILITIES.
- 27.13 The exercise room is available for use between certain hours to be determined by the Strata Council from time to time. It is out of bounds to all outside of these hours.

**28. AMENITY ROOM**

- 28.1 In compliance with the Bylaws adopted by the Strata Corporation, the following procedures apply to the Amenity Room:
- 28.2 Use of the Amenity Room is for OWNERS/RESIDENTS of The CRESCENDO AND THEIR GUESTS ONLY.
- 28.3 Guests of residents using these facilities must AT ALL TIMES be accompanied by the residents.
- 28.4 A \$200.00 refundable CASH damage deposit is required of residents for each booking of a PRIVATE FUNCTION and is due and payable at the time of booking. The deposit is to be submitted to the Building Manager and will be refunded when the room, equipment and contents are left in a clean and undamaged condition.
- 28.5 Residents may book the Amenities Room at a charge of \$50.00 per day to be submitted to the Building Manager.
- 28.6 All bookings of the Amenity Room must have prior approval and must be made with the Building Manager during regular business hours, i.e. 8:00 a.m. to 4:00 p.m. Monday to Friday.
- 28.7 Bookings made for the Strata Corporation and/or Council do not require a deposit or rental fee.
- 28.8 No pets or animals are permitted in the Amenity Room, under any circumstances.
- 28.9 No person(s) under the age of 19 years may use the Amenity Room unless accompanied by an adult at all times.
- 28.10 The Amenity room hours are: Sunday through Thursday between the hours of 9:00 a.m. and 10:00 p.m. and Fridays and Saturdays from 9:00 a.m. to 1:00 a.m. Thursdays before a holiday Friday, and Sundays before a holiday Monday, the amenity room will close at 1:00 a.m.
- 28.11 The Strata Corporation insists, and will assume, that the liquor laws of British Columbia are observed and obeyed by all those attending the private event. Residents who rent the amenities room for parties will be responsible for the behavior of their guests.
- 28.12 Smoking is not permitted in any part of the amenities room. Smoking must be 9 meters from an entrance. If smokers are in attendance, it is the resident's responsibility to provide ashtrays on the patio deck and to remove them at the end of the event. If any cigarette butts are left on the ground on the common property, it is the resident's responsibility to remove them before the deposit is returned.

**29. SECURITY – AMENITY ROOM**

- 29.1 The day of the gathering, residents may obtain the FOB for entrance to the Amenity Room from the Building Manager.
- 29.2 For security reasons, all guests must be met at the lobby door. AT NO TIME is the ENTRANCE DOOR to be propped open allowing unrestricted access to the building. No access is allowed from the patio door into the amenity room.
- 29.3 Sound reproduction is allowed within reason. Owners/residents are reminded that there are adjoining homes to the amenity room and the owners/residents of those homes are entitled to quiet enjoyment.

**30. EQUIPMENT USAGE/DAMAGE**

- 30.1 Any and all Amenity Room equipment USED FOR PRIVATE FUNCTIONS by individual residents is not to be removed from the Amenity Room and taken outdoors, nor is it to be borrowed for private purposes.
- 30.2 The use of tape on the walls is not permitted, and any damage to paint or wallpaper as the result of such use is the responsibility of the resident to have repaired. Should the Strata Corporation need to undertake any repair, all related expenses will be assessed to the resident's strata lot.
- 30.3 Persons either causing damage or noting damage to the Amenity Room facilities, furnishings and/or equipment therein shall immediately report such damage to the Building Manager or the Property Manager.
- 30.4 Anyone found to deface, destroy or otherwise ruin any Strata property is liable for the damage(s) and/or loss of amenity room privileges and/or a fine.
- 30.5 Following ALL events, whether for the entire Strata Corporation or for private functions held by individual residents, the Amenity Room is to be returned to the condition in which it was found and ready for the next users. Furniture and equipment are to be returned to their original positions. All garbage is to be removed from the Amenity Room; and the carpet is to be vacuumed.

**31. PROCEDURE REGARDING DAMAGE DEPOSIT REFUND**

- 31.1 Both prior to, and after a booked event, the Building Manager will inspect the Amenity Room in the presence of the booking applicant to determine the condition of the Room, equipment and contents per the attached Checklist.
- 31.2 After the Amenity Room's inspection, the decision as to whether to return the \$200.00 deposit refund, in whole or in part, or whether the levying of any additional assessment is necessary, will be at the discretion of the Building Manager and/or the Strata Council. Damage and ultimate repairs will be at the sole discretion of the Strata Council.
- 31.3 The procedure for refunding the \$200.00 deposit will be as follows:

- Following a SATISFACTORY end-of-event inspection whereby it is determined that no damage has occurred and that the foregoing clean-up criteria has been met, the Building Manager will immediately return the CASH \$200.00 deposit in full.
- Following an UNSATISFACTORY end-of-event inspection, the \$200.00 CASH deposit will be retained until such time as is necessary and appropriate to ascertain the funds needed for required repairs, replacement, or clean-up time. If no liability value is deemed to be in excess of the \$200.00 CASH deposit, the applicant will be assessed for any coverage of this deposit.

### **32. HOT TUB, SAUNA, AND STEAM ROOM**

- 32.1 Residents must conform and ensure that any guest(s) conform to the rules established by council from time to time governing use of the hot tub, sauna or steam room.
- 32.2 The hot tub, sauna and steam room shall be used in a manner for which they were designed. Residents using these facilities do so at their own risk.
- 32.3 Persons with known medical conditions should seek medical advice prior to use of the hot tub, sauna or steam room. The strata corporation is not responsible for any injuries or death resulting from their use.
- 32.4 Glassware, glass bottles or other breakable items are not permitted while using the hot tub, sauna or steam room.
- 32.5 No person is permitted to use the hot tub, sauna or steam room under the influence of drugs or alcohol.
- 32.6 No person with open sores, infectious wounds, communicable diseases or discharges is permitted to use the hot tub, sauna or steam room.
- 32.7 No person is permitted to eat while in the hot tub, or allow food substances, including liquids, to fall into the hot tub at any time.
- 32.8 All persons must shower prior to using the hot tub.
- 32.9 No person is permitted to use soap, shampoo, lotion or oils while in the hot tub or prior to its use.
- 32.10 Swimsuits must be worn at all times while using the hot tub. No cut-offs or shirts are to be worn.
- 32.11 Upon vacating the facility, a resident is responsible to ensure that the door from the hot tub area to lobby is securely closed.
- 32.12 NO PERSON(S) UNDER THE AGE OF SIXTEEN (16) YEARS MAY USE THE HOT TUB, SAUNA, OR STEAM ROOM UNLESS ACCOMPANIED BY AN ADULT.
- 32.13 The spa area is available for use between certain hours to be determined by the Strata Council from time to time. It is out of bounds to all outside of these hours.

### **33. SALE OF A STRATA LOT**

- 33.1 No FOR SALE signs shall be placed in the windows of strata lots, or on common and limited common property. Strata will have its' own For Sale sign.
- 33.2 Open houses must be held between 10:00 am and 6:00 pm only. The owner or owner's representative shall meet each prospective purchaser outside the front entrance. All prospective purchasers must be escorted through to the Strata Lot and out to the front entrance at the end of their visit. Agents or prospective purchasers must not park in the circular driveway which is a fire lane.
- 33.3 Open house signs may only be displayed sixty (60) minutes prior to the open house and must be removed immediately after the end of the open house. At no time may any sign block the access of a vehicle or resident to the complex.
- 33.4 Lockboxes are not permitted on common property or land that is a common asset.

### **COUNCIL**

#### **34. COUNCIL SIZE**

- 34.1 The council must have at least 3 and not more than 7 members.

#### **35. COUNCIL ELIGIBILITY**

- 35.1 No person may stand for council or, in the discretion of remaining members of council, 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 section 116(1) of the Act.
- 35.2 No person may stand for council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

#### **36. COUNCIL MEMBERS' TERMS**

- 36.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 36.2 A person whose term as council member is ending is eligible for reelection.

#### **37. REMOVING COUNCIL MEMBER**

- 37.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by a two-thirds (2/3) vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.



- 37.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.

### **38. REPLACING COUNCIL MEMBER**

- 38.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 38.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 38.3 The council may appoint a council member under bylaw 38.2 even if the absence of the member being replaced leaves the council without a quorum.
- 38.4 If all the members of the council resign or are unwilling or unable to act, persons holding at least 25% of the strata corporation's votes may hold a 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.

### **39. OFFICERS**

- 39.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 39.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 39.3 The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act,
  - (b) if the president is removed, or
  - (c) for the remainder of the president's term if the president ceases to hold office.
- 39.4 The strata council may vote to remove an officer.
- 39.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the council members may elect a replacement officer from among themselves for the remainder of the term.

### **40. CALLING COUNCIL MEETINGS**

- 40.1 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.
- 40.2 The notice in bylaw 40.1 does not have to be in writing.
- 40.3 A council meeting may be held on less than one week's notice if

- (a) all council members consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all council members either
  - (i) consent in advance of the meeting, or
  - (ii) are unavailable to provide consent after reasonable attempts to contact them.

#### **41. REQUISITION OF COUNCIL HEARING**

- 41.1 By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request.
- 41.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 41.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.
- 41.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the date of the hearing.

#### **42. QUORUM OF COUNCIL**

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

#### **43. COUNCIL MEETINGS**

- 43.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 43.2 At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- 43.3 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 43.4 Owners may attend council meetings as observers by informing the strata council in writing.
- 43.5 Despite bylaw 43.4 no observers may attend those portions of council meetings that deal with any of the following:

bylaw contravention hearings under section 135 of the Act;

rental restriction bylaw exemption hearings under section 144 of the Act;

any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

#### **44. VOTING AT COUNCIL MEETINGS**

- 44.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 44.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 44.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

#### **45. COUNCIL TO INFORM OWNERS OF MINUTES**

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

#### **46. DELEGATION OF COUNCIL'S POWERS AND DUTIES**

- 46.1 Subject to bylaws 46.2, 46.3 and 46.4, 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.
- 46.2 The council may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with bylaw 46.3.
- 46.3 A delegation of a general authority to make expenditures must
  - (a) set a maximum amount that may be spent, and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- 46.4 The council may not delegate its powers to determine, based on the facts of a particular case,
  - (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine,
  - (c) whether a person should be denied access to a recreational facility, or
  - (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

**47. SPENDING RESTRICTIONS**

- 47.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

**48. LIMITATION ON LIABILITY OF COUNCIL MEMBER**

- 48.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- 48.2 Bylaw 48.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 48.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

**49. CONTINUING CONTRAVENTION**

- 49.1 Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

**ANNUAL AND SPECIAL GENERAL MEETINGS**

**50. QUORUM OF MEETING**

- 50.1 A quorum for an annual or special general meeting is eligible voters holding one-third of the strata corporation's votes, present in person or by proxy.
- 50.2 If within a half-hour from the time appointed for an annual or special general meeting a quorum is not present, the eligible voters present in person or by proxy constitute a quorum.

**51. PERSON TO CHAIR MEETING**

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

**52. PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS**

- 52.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

52.2 Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

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

### **53. VOTING**

53.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

53.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.

53.3 At an annual or special general meeting, voting cards must be issued to eligible voters.

53.4 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.

53.5 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

53.6 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

53.7 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

53.8 Despite anything in bylaws 53.1 to 53.7 (inclusive), an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by 1/3 of the eligible voters.

### **54. ORDER OF BUSINESS**

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

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

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

## **55. VOLUNTARY DISPUTE RESOLUTION**

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

## **SMALL CLAIMS COURT PROCEEDINGS**

## **56. AUTHORIZATION TO PROCEED**

- 56.1 The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the

owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

**57. MISCELLANEOUS**

- 57.1 Quiet hours are Sunday – Thursday 10pm – 7am and Friday – Saturday 11pm – 8am, with consideration for your neighbours.
- 57.2 No resident or visitor may smoke in the common areas (lobby, elevator, stairwells, parkade and halls). Smoking must be 9 meters from any entrance.
- 57.3 No liquor shall be consumed on common property with the exception of the amenities room. Please refer to amenities room guidelines for further detail to liquor rules.
- 57.4 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 57.5 A resident or visitor must not wear or use, as the case may be, inline skates, bicycles, scooters or skateboards ANYWHERE in the building, including a strata lot, or on common property.
- 57.6 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.
- 57.7 A resident or owner must not erect or display any signs, with the exception of the political election signs in accordance with the Election Act, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 57.8 A resident must not hang or place any window drapes, blinds, tinfoil, signs or other objects which, in the opinion of the strata council, will adversely affect the consistency of the exterior appearance of the building. Window or patio screens must match the framing of the windows.
- 57.9 A resident may post notices on the designated bulletin board, subject to being removed by the council if deemed inappropriate or posted for in excess of one week.
- 57.10 A resident must ensure that all entrance doors to strata lots are kept closed, space under entrance doors not blocked, and that kitchen exhaust fans are used when cooking.
- 57.11 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
- 57.12 A resident must ensure that any drapes or blinds visible from the outside of the building are cream or white in colour and that any window glass tinting must not affect the consistency of the exterior appearance of the building, i.e., must be pale grey-tinted and professionally installed.
- 57.13 A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.

- 57.14 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.
- 57.15 An owner must ensure that Christmas lights are installed after December 1st of the year approaching Christmas and removed before January 31st of the year following Christmas.
- 57.16 Artificial holiday trees are permitted within strata lots. Live trees are prohibited.
- 57.17 No owner shall use any part of the common property for storage except as permitted in writing by the Council. No owner shall keep furniture, shoes, strollers, plants, mats, garbage, etc., outside their door in the hallways.
- 57.18 No resident shall:
- (a) do anything, or permit anything to be done, that will reasonably increase the risk of fire or the rate of fire insurance on the building of any part thereof, or
  - (b) do anything, or permit anything to be done, that is contrary to any of the provisions, rules or ordinances of any statute or municipal bylaw.
- 57.19 The sidewalks, walkways, passages and driveways of the common property shall not be obstructed or used for any purpose other than entering or exiting from the building, the strata lots and parking areas within the common property.
- 57.20 No owners of a strata lot, or their guests, shall do anything on common property likely to damage the plants, bushes, flowers or lawns; and shall not place objects on the lawns so as to damage them or prevent their reasonable growth.
- 57.21 A resident must not permit a waterbed to be placed in a strata lot.
- 57.22 A \$200.00 fine will be assessed to any resident or visitor determined to have willfully pulled a fire alarm causing a false alarm.

## **58 Security Measures**

- (1) Closed circuit television and video surveillance are installed in the following common areas of the building: building entrances, parkade, lobbies, refuse rooms, recreation rooms and building exterior. The system operates 24 Hours per day and the Strata Corporation collects data from the closed circuit television and video surveillance.
- (2) 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 the Strata Corporation Bylaws and Rules.



- (3) The video files are stored for a period of up to 4 weeks from the date of recording, which period may be extended for those files required for law enforcement and/or Bylaw enforcement purposes.
- (4) The personal information of Owners, tenants or occupants will only be reviewed or disclosed as follows:
  - (a) Law enforcement in accordance with Bylaw 58 herein;
  - (b) The caretaker of the Strata Corporation, Council Members and the Strata Agent, in accordance with Bylaw 49 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. The Strata may charge a fee to provide these records.
- (5) 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 the negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

**STRATA LOT & EMERGENCY INFORMATION**  
**Strata Plan BCS 2759 - The Crescendo**

**GENERAL INFORMATION**

**PLEASE PRINT CLEARLY**

Strata Lot	Unit #	Locker #	Locker Level	Directory #
Number of Pets		Type of Pets		Occupancy Date
Number of Occupants		Owner Occupied Suite <input type="checkbox"/>		Rental Suite <input type="checkbox"/> Rental Term

**NAME OF ALL OCCUPANTS IN SUITE** (Upon resale of unit or turnover of rental unit all access devices must be declared within two weeks. (All undeclared devices will be deactivated in 14 days.))

	First Name	Last Name	Home Phone	Work Phone	Cell Phone	Fob Code
1.						
2.						
3.						
4.						
5.						

**VEHICLE INFORMATION**

	Stall	Make	Model	Year	Color	Plate
1.						
2.						
3.						

**DIRECTORY INFORMATION**

There may be only one entry per unit. The name to be displayed must be no longer than 14 characters in length. However, the directory does display ampersands. So, it is possible to display Mr & Mrs as long as it does not exceed 14 characters in length.

Last Name	First Initial or Name
<hr/>	<hr/>

**BUILDING ACCESS DEVICES** *In addition to the Fob codes each resident must declare additional codes are declared here: such as the ones Landlords and Agents keep for their own use.*

	FOB Code	User's Name
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

**EMERGENCY CONTACT PERSON (FIRE, FLOOD, VANDALISM)**

First Name _____	Last Name _____	Relationship _____
Home Phone _____	Work Phone _____	Ext. _____ Cell Phone _____
Alternate Phone _____		
Address _____		
City _____	Province _____	Postal Code _____
First Name _____	Last Name _____	Relationship _____
Home Phone _____	Work Phone _____	Ext. _____ Cell Phone _____
Alternate Phone _____		
Address _____		
City _____	Province _____	Postal Code _____

**CLOSEST PERSON WITH A KEY (FIRE, FLOOD, HEALTH)**

First Name _____	Last Name _____	Relationship _____
Home Phone _____	Work Phone _____	Ext. _____ Cell Phone _____
Alternate Phone _____		
Address _____		
City _____	Province _____	Postal Code _____
First Name _____	Last Name _____	Relationship _____
Home Phone _____	Work Phone _____	Ext. _____ Cell Phone _____
Alternate Phone _____		
Address _____		
City _____	Province _____	Postal Code _____

**~AMENITY ROOM RENTAL FORM~  
STRATA PLAN BCS 2759 CRESCENDO**

Date Amenity Room is required \_\_\_\_\_ From \_\_\_\_\_ O'clock to \_\_\_\_\_ O'clock

I the undersigned, agree to comply with the foregoing rules and procedures.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Unit Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date signed

Approved: \_\_\_\_\_

Managing Agent

Date of booking and receipt of \$200.00 cash deposit

Rental Fee of \$50.00/day: \_\_\_\_\_

**Post event inspection satisfactory and full deposit returned:**

\_\_\_\_\_  
Managing agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
\$200.00 Deposit returned and received by:

Resident Signature

\_\_\_\_\_  
Date

**Post inspection unsatisfactory. Deposit turned over to Strata Council or:**

**CRESCENDO**

**AMENITY ROOM BOOKING**

This checklist is to be completed by the renter and the Building Manager before and after a rental of the Amenity Room. A cash deposit of \$200.00 is to be paid to the Building Manager before the rental date and the Pre-Rental Checklist completed, and the deposit is to be returned as soon as the Post-Rental Checklist is completed by both the renter and the Building Manager.

Date of Use: \_\_\_\_\_ Hours of Use: \_\_\_\_\_

Renter's Name \_\_\_\_\_ Suite # \_\_\_\_\_

Phone Number \_\_\_\_\_ \$50.00 rental fee paid \_\_\_\_\_

Pre-Rental Checklist

Post-Rental Checklist

\_\_\_ wall condition

\_\_\_ wall condition

\_\_\_ carpet condition

\_\_\_ carpet condition

\_\_\_ stovetop clean

\_\_\_ stovetop clean

\_\_\_ oven clean

\_\_\_ oven clean

\_\_\_ cupboards clean/empty

\_\_\_ cupboards clean/empty

\_\_\_ fridge clean/empty

\_\_\_ fridge clean/empty

\_\_\_ 8 chairs/2 tables/3 plants

\_\_\_ 8 chairs/2 tables/3 plants

\_\_\_ pool table condition

\_\_\_ pool table condition

\_\_\_ bathroom clean

\_\_\_ bathroom clean

\_\_\_ closet empty

\_\_\_ closet empty

\_\_\_ blinds condition

\_\_\_ blinds condition

Comments:

Renter's Signature \_\_\_\_\_ Renter's Signature \_\_\_\_\_

Bldg. Mgr. Signature \_\_\_\_\_ Bldg. Mgr. Signature \_\_\_\_\_

(Deposit taken)

(Deposit returned)

***Strata Property Act***  
**FORM K**  
**NOTICE OF TENANT'S RESPONSIBILITIES**  
*(Section 146)*

To the Owners Strata Plan No. \_\_\_\_\_ Re: Strata Lot \_\_\_\_\_

Civic Address \_\_\_\_\_

Tenant's Name (Please print) \_\_\_\_\_ Tenant's Name (Please Print) \_\_\_\_\_

Work Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_

Home Phone # \_\_\_\_\_

Tenancy commencing \_\_\_\_\_ [month, day, year].

**IMPORTANT NOTICE TO TENANTS:**

- 1 Under the *Strata Property Act*, a tenant in a strata corporation **must** comply with the bylaws and rules of the strata corporation that are in force from time to time (current bylaws and rules attached).
- 2 The current bylaws and rules may be changed by the strata corporation, and if they are changed, the tenant **must** comply with the changed bylaws and rules.
- 3 If a tenant or occupant of the strata lot, or a person visiting the tenant or admitted by the tenant for any reason, contravenes a bylaw or rule, the tenant is responsible and may be subject to penalties, including fines, denial of access to recreational facilities, and if the strata corporation incurs costs for remedying a contravention, payment of those costs.

Date: \_\_\_\_\_ [month day, year].

**NOTE TO LANDLORD: A VALID FORM "K" MUST BE ISSUED WITH EACH TENANT CHANGE**

\_\_\_\_\_  
Signature of Landlord, or Agent of Landlord

The address to which any notices to the registered owner of the strata lot shall be delivered is:

\_\_\_\_\_  
*Landlord's Name (Please Print)*

\_\_\_\_\_  
*Owner's Address(Please Print)*

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Tenant

*The personal information requested and subsequently provided in this document is for the purpose of communicating with tenants and owners, ensuring the orderly management of the Strata Corporation and complying with legal requirements.*

**\*\*\* Fax copy of completed Form K is acceptable\*\*\***

**STRATAWEST MANAGEMENT LTD.**  
**#202-224 West Esplanade, North Vancouver, B.C. V7M 1A4**  
**Tel #(604) 904-9595, Fax #(604) 904-2323**

*The terms contained below are included for convenience only and intended for better understanding, and are not part of the strata corporation bylaws. If in the case where these references conflict with the Strata Property Act, the Strata Property Act will prevail.*

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“Arrears” means outstanding monies owed to the strata corporation which have not been paid by an owner, including strata fees, special levies, assessed fines, and recovery costs charged back to an owner for a specific purpose.

“Bylaw” means a bylaw of a strata corporation which is used to govern how owners and tenants may use strata lots, the common property, and common assets of the strata corporation. Bylaws also govern the administration of the strata corporation. The passing of, or amendment to, any bylaw requires approval by  $\frac{3}{4}$  of the eligible voters at a general meeting of the strata corporation.

“Common Asset” means personal property held by or on behalf of a strata corporation and any land held in the name of or on behalf of a strata corporation.

“Common Expenses” means expenses relating to the common property and common assets of the strata corporation or are required to meet any other financial obligation or purpose of the strata corporation.

“Common Property” means that part of the land and buildings not part of a strata lot.

“Council” means the executive body elected to carry out the duties of the strata corporation and to oversee the corporation’s affairs between general meetings of the eligible voters.

“General Meeting”

“Annual General Meeting” a general meeting of the owners held once yearly to approve, among other things, an annual budget for the next fiscal year and elect a strata council with which to govern the strata corporation during that same fiscal period.

“Special General Meeting” a general meeting of the owners held at any time during the year other than the Annual General Meeting.

“Limited Common Property” means common property designated for the exclusive use of the owners of one or more strata lots.

“Operating Fund and Contingency Reserve Fund” To meet its expenses the strata corporation must establish, and the owners must contribute by means of strata fees, to: (a) an operating fund for common expenses that usually occur either once a year or more often than once a year, and (b) a contingency reserve fund for common expenses that usually occur less often than once a year or that do not usually occur.

“Owner” means a person shown in the register of a land title office as being the owner of a strata lot.

“Resident” means collectively, an owner, a tenant and an occupant.

“Rule” means a rule of a strata corporation approved by council to govern the use of common areas of the property during the course of the year without the need for calling a general meeting.

“Special Levy” is a method which permits the strata corporation to raise or collect money for a specified purpose, voted upon by eligible voters at a general meeting.

“Strata Corporation” refers collectively to the owners of strata lots at Gemini II and who are members of the strata corporation under the name “The Owners, Strata Plan BCS-304”.

“Strata Fee” or “maintenance fee” refers to the monthly financial contribution which must be made by an owner of a strata lot for the maintenance and operation of the strata corporation.

“Strata Lot” means the dwelling unit located within the strata corporation.

“Strata Property Act” refers to legislation governing strata owners and those that transact with strata corporations.

“Vote”

“Majority Vote” means a vote in favour of a resolution by more than  $\frac{1}{2}$  of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.

“ $\frac{3}{4}$  Vote” means a vote in favour of a resolution by at least  $\frac{3}{4}$  of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.