

Nov-24-2017 14:44:10.001

CA6467217

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 3 PAGES

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 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Garry Gracey
KD2L2Cc=CA, cn=Garry Gracey
KD2L2C, o=Notary,
ou=Verify ID at
www.juricert.com/
LKUP.cfm?id=KD2L2C

1. CONTACT: (Name, address, phone number)

Century 21-Prudential Estates

7320 Westminster Highway

Richmond

BC V6X 1A1

604-273-1744

File: BCs195

form I bylaw Amendments

Document Fees: \$28.63

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS, STRATA PLAN BCS1958Related Plan Number: **BCS1958**


Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan BCS 1958 certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with Section 128 of the *Strata Property Act* at an Annual General Meeting held on September 13, 2017:

PLEASE SEE ATTACHED



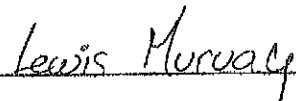
Signature of Council Member



Printed Name



Signature of Council Member



Printed Name

- 3** **(47)** An owner, tenant, occupant or visitor is not permitted to grow marijuana plants for their personal use in their strata lots or anywhere on the common property.

Nov-22-2017 12:44:26.001

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STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 3 PAGES

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Stephen Frederick Graf G5TJ3Q	c=CA, cn=Stephen Frederick Graf G5TJ3Q, o=Lawyer, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=G5TJ3Q
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1. CONTACT: (Name, address, phone number)

Century 21-Prudential Estates

7320 Westminster Highway

Richmond

Document Fees: \$28.63

BC V6X 1A1

604-273-1744

File: BCS1958

Deduct LTSA Fees? Yes

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Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS STRATA PLAN BCS1958Related Plan Number: **BCS1958**

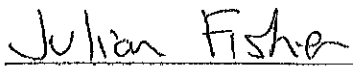
Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan BCS 1958 certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with Section 128 of the *Strata Property Act* at an Annual General Meeting held on November 16, 2017:

PLEASE SEE ATTACHED



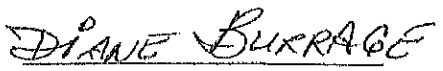
Signature of Council Member



Printed Name



Signature of Council Member



Printed Name

5.12 An owner, tenant or occupant is not permitted to sublet their current tenancy to another party without notifying Strata prior to occupancy and providing the required Form K Information Certificate prior to the new occupancy.

Sep-22-2016 12:46:44.001

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STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 3 PAGES

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Garry Gracey
KD2L2Cc=CA, cn=Garry Gracey
KD2L2C, o=Notary,
ou=Verify ID at
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1. CONTACT: (Name, address, phone number)

Century 21-Prudential Estates

7320 Westminster Highway

Richmond

BC V6X 1A1

604-273-1744

File:BCS1958

By-Law Amendment

Document Fees: \$28.63

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]


[LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS, STRATA PLAN BCS1958Related Plan Number: **BCS1958**

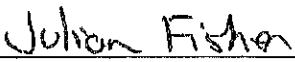
Strata Property Act
FORM 1
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan BCS1958 certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with Section 128 of the *Strata Property Act* at an Annual General Meeting held on September 13, 2016:

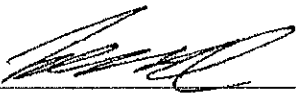
PLEASE SEE ATTACHED



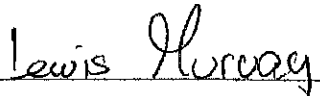
Signature of Council Member



Printed Name



Signature of Council Member



Printed Name

Pets

17 (2) An Owner, Tenant, Occupant or Visitor, are prohibited from having a 'vicious dog'. A 'vicious dog' is defined as:

- (a) any dog with a known propensity, tendency, or disposition to attack without provocation other domestic animals or humans, or
- (b) any dog which has bitten another domestic animal or human without provocation, or
- (c) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, Bull Terrier or any dog of mixed breeding which includes any of the aforementioned breeds.

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Stephen Frederick Graf G5TJ3Q	c=CA, cn=Stephen Frederick Graf G5TJ3Q, o=Lawyer, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=G5TJ3Q
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1. CONTACT: (Name, address, phone number)

Century 21-Prudential Estates

7320 Westminster Highway

Richmond

BC V6X 1A1

604-273-1744

File: bcs1958

Form I Bylaw Amedments

Document Fees: \$28.63

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

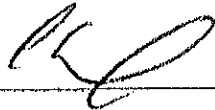
NO PID NMBR THE OWNERS, STRATA PLAN BCS1958

Related Plan Number: **BCS1958**

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan BCS 1958 certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with Section 128 of the *Strata Property Act* at an Annual General Meeting held on September 10, 2015:

PLEASE SEE ATTACHED



Signature of Council Member

CHRISTINA DEVEREUX

Printed Name



Signature of Council Member

Mike Romanuk

Printed Name

3 Use of property

(8) An owner will be charged \$40.00 (non refundable) for each new or replacement door fob and \$50.00 (non refundable) for each new or replacement garage door transmitter.

(47) An owner, tenant or occupant will immediately report to council any loss of a security fob or garage remote so it may be disabled. In no case will an owner, tenant or occupant wait more than 24 hours from when the security fob or garage remote is noticed missing until the time they report it. There will be no charge to disable lost security fobs or garage remotes. If an owner, tenant or occupant finds their missing security fob or garage remote at a later date, there will be no charge for having it re-enabled.

(48) In general any logs or information produced and logged by the building's security system will be considered private and confidential. Strata Council may use and disclose said logs and information in situations including to aid in police investigations, to comply with a court order, to investigate a serious bylaw violation, for health and safety reasons or for the troubleshooting, care and maintenance of the system.

(49) To help enhance security, security fobs or garage remotes not used in the previous 365 days may be disabled by strata council. An owner, tenant or occupant may have security fobs and garage remotes re-enabled by presenting them to a strata council to prove that they still have control of the security fob or garage remote. An owner, tenant or occupant will not be charged for having a fob disabled or re-enabled under this by-law.

5 Rentals

(5) No lease terms or rentals less than six months are permitted in the building, without written prior approval by Strata Council.

47 Order of business

- (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
- (2) The order of business at an annual and special general meeting may be changed by a majority vote of those present at the said meeting.

53 Division 11 - Severability

- (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 more broadly interpreted in such a way to get effect to the original intention of the bylaw as it is written. Should such interpretation not be possible, then 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.

Sep-18-2013 12:59:20.001

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STRATA PROPERTY ACT FILING
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PAGE 1 OF 3 PAGES

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Garry Gracey
KD2L2C

Digitally signed by Garry Gracey KD2L2C
DN: c=CA, cn=Garry Gracey KD2L2C,
o=Notary, ou=Verify ID at
www.juricert.com/LIKUP.cfm?id=KD2L2C
Date: 2013.09.18 12:47:22 -07'00'

1. CONTACT: (Name, address, phone number)

Century 21-Prudential Estates

7320 Westminster Highway

Richmond

BC V6X 1A1

604-273-1744

File: BCS1958

Document Fees: \$24.20

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws



LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

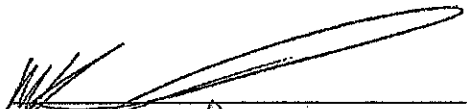
[LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS, STRATA PLAN BCS1958Related Plan Number: **BCS1958**

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan BCS 1958 certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with Section 128 of the *Strata Property Act* at an Annual General Meeting held on September 10, 2013.

PLEASE SEE ATTACHED



Signature of Council Member

M. Romanuk

Printed Name



Signature of Second Council Member

N. OPENSHAW

Printed Name

Use of Property

3 (47) Permission to use the handicap door openers is reserved for residents and owners who have mobility restrictions or those who receive strata council's written permission.

- a. Proof of a mobility restriction may be required. Acceptable proof includes a valid handicap parking pass, a doctor's note or other proof as permitted by the strata council.
- b. The cost for a strata lot's first remote to operate the handicap door openers is \$25.
- c. The cost for any additional handicap door opener remotes (additional or to replace a lost/damaged remote) is \$50.
- d. Lost remotes must be reported to Strata Council within 24 hours so that they can be disabled.
- e. Remotes must be returned to strata when they are no longer required. A refund of \$10 will be provided for each remote that's returned functional and in physically good condition.

Sep-19-2012 13:44:07.001

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STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

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1. CONTACT: (Name, address, phone number)

Century 21-Prudential Estates

7320 Westminster Highway

Richmond

BC V6X 1A1

604-273-1744

File: BCS1958 Bylaw Amendment
Registration

Document Fees: \$0.00

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-D Strata Corporation Change of Mailing Address

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

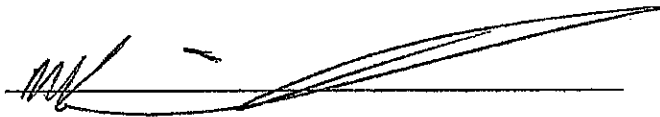
[LEGAL DESCRIPTION]

NO PID NMBR STRATA PLAN BCS1958Related Plan Number: **BCS1958**

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan BCS1958 certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with Section 128 of the *Strata Property Act* at a Annual General Meeting held on September 12th, 2012

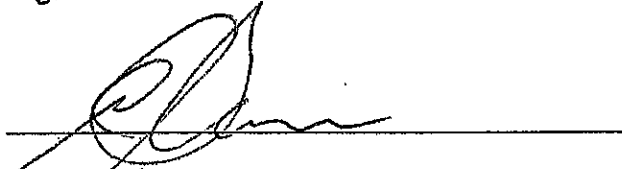
PLEASE SEE ATTACHED



Signature of Council Member

Mike Romaniv

Printed Name



Signature of Second Council Member

NEIL OPENSHAW

Printed Name

THE BY-LAW IS AMENDED AS FOLLOWS:

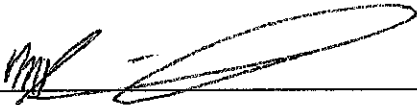
Move In and Out

7 (1) An owner, tenant or occupant must provide the strata corporation 7 days move in or move out notice, \$100.00 move in fee (non refundable) and \$200.00 security deposit for all move in or out to be paid by cheque made payable to BCS 1958. If damage is done during the move, the owner of the applicable strata lot will be responsible to pay for all damages and the strata corporation may keep the security deposit to pay toward the cost of repair. If the cost to repair the damage is less than the security deposit, that portion of the security deposit not so used will be repaid to the owner in question. The move in or out and delivery times are 8:00am to 8:00pm Monday through Friday and 8:00am to 6:00pm on Saturdays, Sundays and Holidays.

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan BCS1958, certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with Section 128 of the *Strata Property Act* at a Annual General Meeting held on October 26, 2010.

PLEASE SEE ATTACHED



Signature of Council Member

Mike Romanuk

Printed Name



Signature of Second Council Member

CHRISTINA DEVEREUX

Printed Name

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

SCHEDULE OF BYLAWS
The Owners, Strata Plan BCS 1958
THE MAPLES

BE IT RESOLVED by a 3/4 Vote of The Owners, Strata Plan BCS 1958 ("The Strata Corporation") Annual General Meeting held October 26, 2010 that all previously standard bylaws and registered bylaws be repealed, and replaced with the bylaws that follow:

Division 1 – Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

(2) If an owner fails to pay strata fees at the required time the strata corporation may charge interest at the rate of 10% per annum compounded annually and a fine of \$25.00 per month while the strata fees remain in arrears.

(3) If an owner fails to pay a special levy at the required time the strata corporation may charge interest at the rate of 10% per annum compounded annually and a fine of \$100.00 per month while the special levy remains in arrears.

Repair and maintenance of property by owner

2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

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

Use of property

3 (1) An owner, tenant, occupant 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, or
- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2) An owner, tenant, occupant 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 insured under section 149 of the Act.

(3) An owner, tenant, occupant or visitor must not use a strata lot for any purpose that involves undue traffic or noise in or about the strata lot or common property or that encourages loitering by persons in or about the common property. Loud music or televisions that unreasonably interfere with the rights of other persons to use and enjoy their strata lot, limited common property or common property are prohibited at all times. The quiet hours in the complex are between the hours of

- (a) 10:00pm and 8:00am weekdays, and
- (b) 10:00pm and 9:00am weekends and statutory holidays.

(4) An owner, tenant, occupant or visitor must not use any musical instrument, amplifier, sound reproduction equipment, or other device within or about any strata lot, the common property, or any limited common property such that it causes a disturbance or interferes with the comfort of any other occupant. Sound emanating from one strata lot that is audible from another strata lot shall be deemed to be an interference with the comfort of another resident. Speakers must not be placed directly on hardwood, tile, vinyl or other similar floor and must be placed instead on a stand.

- (5) An owner, tenant, occupant or visitor must not make, cause or produce undue noise, smell, vibration, or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other resident.
- (6) An owner, tenant, occupant or visitor must not engage in carpentry or any other such work in a strata lot except during the hours of 9:00am and 6:00pm. All construction in the common areas must be cleaned up daily. The owner, tenant or occupant of the strata lot is responsible to ensure that the elevator is protected with proper wall pads and floor covering during the delivery of construction materials. Owners are responsible to ensure that all trades persons doing work in their strata lot are covered by Worksafe and are licensed bonded and have liability insurance.
- (7) An owner, tenant or occupant must provide council with 72 hours notice when scheduling installation for telephone, cable or building inspections.
- (8) An owner will be charged \$50.00 (non refundable) for each new or replacement key, card key, fob or garage door transmitter.
- (9) Owners, tenants, occupants and visitors must supervise and assume liability for the activities of all children while they are on common property, including but not limited to limited common property.
- (10) Owners and tenants are responsible for all of the actions of their visitors to the complex.
- (11) An owner, tenant, or occupant shall not allow a strata lot to become unsanitary, untidy or a source of odour. Rubbish, dust, garbage, boxes, packing cases, construction debris, packaging and other similar refuse must not be thrown, piled or store in the strata lot or on the common property or limited common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the owner of the strata lot involved.
- (12) An owner, tenant, occupant or visitor must not cause the building's warranty to be violated, or do repairs or maintenance in such a way as to void any part of the building warranty or cause damage to the building envelope.
- (13) Each owner shall endeavor to conserve the plumbing and electrical systems of the building; and any damage to any of these systems caused by the wrongful act or neglect of any owner, tenant, occupant, or guest shall be repaired at the expense of such owner. No owner will permit a condition to exist within a strata lot that will result in the wasting or excessive consumption of the domestic water supply.
- (14) An owner, tenant or occupant must set the automatic fan timer in each unit to run at least 4 hours at a time, twice a day-preferably morning and evening. An owner, tenant or occupant must check their timers frequently, especially after power outages, to ensure fan is running properly.
- (15) An owner, tenant, occupant or visitor must not connect a hose, or allow a hose to remain connected, to the building's exterior hose bibs when the low temperature in the past week, or the expected low temperature in the upcoming week, is below 5 degrees centigrade (41F).
- (16) Without prior written permission of council, no one may place or store anything on a patio, balcony or deck other than a electric or propane barbeque, outdoor patio furniture in a good and tidy condition, fridge 4 cubic feet or less, a reasonable number of free-standing, self-contained planter boxes, on a balcony or patio. An owner, tenant, occupant or visitor must not place or store a bicycle on a patio, balcony or deck. An owner, tenant, occupant or visitor must not hang, screw, nail, bolt, or attach any hanging plants, satellite dish or any other objects to the building, patio or balcony. It is prohibited to hang plants boxes on the railings, free standing plant holders must be below the balcony railing or 3 feet from the balcony railing. Council has the authority to order that items must be removed if the weight of the item(s) listed threatens to damage the building in any way.

(17) Upon prior written approval of council to have a Satellite Dish on the balcony or patio, the dish must be free standing and not exceed 16 inches in diameter, and cable ingress only through a cold air return. Penetration of the building envelope must not occur. Any damage as a result of a penetration through the building envelope shall be charged to the strata lot owner.

(18) An owner, tenant, occupant or visitor must not use a barbecue or similar light-cooking device on a balcony or patio unless powered by propane or electricity. All barbecues must be 3 feet away from the building envelope when in use. A propane tank must be properly fitted to a barbecue. No barbecuing is permitted between

- (a) 10:00pm and 8:00am weekdays, and
- (b) 10:00pm and 9:00am weekends and statutory holidays.

(19) An owner, tenant, occupant or visitor must not place indoor or outdoor carpeting on any patio or balcony from September 15th to May 1st. An owner, tenant, occupant or visitor shall be responsible to ensure the balcony or patio surface under the carpet stays dry and that the carpet does not affect the materials of the balcony or patio, and the balcony membrane is clean.

(20) An owner, tenant, occupant or visitor must not hang or display any laundry, washing, clothing, bedding, wind chime(s), birdfeeder(s) or other articles from windows, doors, patios, balconies or other parts of the building so that they are visible from the outside of the building.

(21) An owner, tenant, occupant or visitor must not shake any mops, dusters, rugs or any item from the windows, doors, balcony or patio of a strata lot.

(22) An owner, tenant, occupant or visitor must not allow any liquids to run out of the windows, doors or from the balcony or patio of a strata lot.

(23) An owner, tenant, occupant or visitor must not throw, drop or allow anything to fall from the window, door, balcony or patio of a strata lot.

(24) An owner, tenant, occupant or visitor must not use the balcony to move or haul any items in or out of their strata lot, except 1st floor patio(s).

(25) An owner, tenant, occupant or visitor must not hold or allow to be held a garage, yard or sidewalk sale in or about the common property without the prior written consent of the council.

(26) An owner, tenant, occupant or visitor must not cause an obstruction on a sidewalk, driveway, walkway, hallway, passage, or hallway door entrance to a strata lot of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan.

(27) An owner, tenant, occupant or visitor must not roller blade, roller skate, skate board, bicycle, tricycle, scooter, throw or bounce a ball on the strata common property, including but not limited to the parking areas and elevator within the strata plan.

(28) An owner, tenant, or occupant must not use any part of the common property for storage, without the prior written permission of council, with the exception of the storage locker assignment.

(29) An owner, tenant, occupant or visitor must not leave on the common property or any limited common property, any shopping carts, bicycles, toys, building materials, garbage, trash, or any other items without prior written consent of the strata council.

- (a) any items(s) left on the common property without written permission from the strata council will be removed and held for 60 days. A notice will be posted on the bulletin board for the owner to claim the item(s).
- (b) Item(s) left unclaimed after 60 days will be disposed of.

(30) An owner, tenant, occupant or visitor must not clean personal item(s) while the item(s) are on the common property.

(31) An owner, tenant, occupant or visitor must not display any window coverings visible from the exterior of a strata lot that are not neutral beige or white in colour.

(32) An owner, tenant, occupant or visitor must not tamper with or adjust the garage gate opener, enterphone, mechanical equipment or other building equipment or assets.

(33) An owner, tenant, occupant or visitor must not use the roof access door; go on roof or enter the equipment or mechanical rooms without obtaining prior approval from council.

(34) An owner, tenant, occupant or visitor must not place any sign, billboard, notice, or other advertising matter of any kind on common property, limited common property or in a strata lot so that it is visible from the exterior of the strata lot without the prior written permission of council, except that real estate signs may be placed by owners and their agents on the post provided by the council for time to time for that purpose, and one security decal may be placed on each door or window. This bylaw will be interpreted in a manner consistent with elections legislation.

(35) An owner, tenant, occupant or visitor must not feed pigeons, gulls, or other birds, or squirrels, rodents, or other wild animals from a strata lot, the common property or limited common property.

(36) An owner, tenant, occupant or visitor who leaves any item on the common property or limited common property does so at his or her own risk, subject to any claim that can be properly made under the strata corporation's insurance policy, but the owner, tenant, occupant or visitor will be responsible for the cost of any deductible.

(37) An owner, tenant, occupant or visitor must not do anything that will increase the risk of fire or the rate of insurance for the strata complex.

(38) An owner, tenant, occupant or visitor must not store propane tank(s), gasoline or other such combustible or flammable material in their strata lot, storage locker, or on the common property.

(39) An owner, tenant, occupant or visitor must not store or use fireworks or pyrotechnics anywhere on common areas, limited common property or on a strata lot.

(40) An owner, tenant, occupant or visitors must not prop or leave open fire doors in the common areas including hallways, stairways or garage entrance.

(41) An owner, tenant, occupant or visitor must not prop or hold open the elevator door without the use of the elevator lock key.

(42) An owner, tenant, occupant shall indemnify and save harmless the strata corporation of any costs incurred due to a false alarm caused by their carelessness. Any billing for a false alarm due to an owner, tenant, occupant or visitor carelessness will be charged back to the strata lot owner.

(43) An owner shall obtain personal insurance coverage on his or her strata lot.

(44) An owner, tenant, occupant or visitor must not give any keys, fobs, combinations, security cards, and other means of access to the building, the parking garage, or common areas to any person other than an employee, contractor, occupant, caregiver or visitor to a strata lot permitted by these bylaws.

(45) An owner, tenant, occupant, or visitor must not serve, consume or have alcoholic beverages in the common areas including the Amenity Room.

(46) Except in cases of emergency, correspondence to council shall be in writing.

Inform Strata Corporation

4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

(2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Rentals

5 (1) Before a landlord rents all or part of a residential strata lot, the landlord must give the prospective tenant under section 146 of the Act

- (a) The current bylaws and rules, and
- (b) A Notice of Tenant's Responsibilities in the prescribed form.

(2) Within 2 weeks of renting all or part of a residential strata lot, the landlord must give the strata corporation a copy of the notice signed by the tenant.

(3) If a landlord fails to comply with subsection (1) or (2), the tenant

- (a) is still bound by the bylaws and rules, but
- (b) may, within 90 days of learning of the landlord's fails to comply, end the tenancy agreement without penalty by giving notice to the landlord.

(4) If a tenant ends a tenancy agreement under subsection (3), the landlord must pay the tenant's reasonable moving expenses to a maximum of one month's rent.

Enterphone

6 (1) Only Strata Lot Number will be used as "buzz numbers" on the Enterphone.

(2) Only last names of registered occupants or the word "Occupied" will be used as the name on the Enterphone directory.

Move In and Out

7 (1) An owner, tenant or occupant must provide the strata corporation 72 hours move in or move out notice, \$100.00 move in fee (non refundable) and \$200.00 security deposit for all move in or out to be paid by cheque made payable to BCS 1958. If damage is done during the move, the owner of the applicable strata lot will be responsible to pay for all damages and the strata corporation may keep the security deposit to pay toward the cost of repair. If the cost to repair the damage is less than the security deposit, that portion of the security deposit not so used will be repaid to the owner in question. The move in or out and delivery times are 8:00am to 9:00pm.

(2) An owner, tenant, occupant or visitor must not use the balcony to move or haul any items in or out of their strata lot, except 1st floor patio(s).

(3) A resident must ensure that the lobby doors are not left open while unattended and that furniture is not left in the lobby area in a manner that restricts emergency access.

(4) An owner of a strata lot that has a resident moving in or out of it must ensure that all common areas are left damage free, clean and that the elevators, hallways, stairways and lobby areas are vacuumed immediately upon completion of the move.

(5) Any owner failing to follow this bylaw may be fined as well as be responsible to pay to repair all damage and cleaning resulting from the move.

(6) The elevator pad is mandatory for every move.

(7) An owner, tenant or occupant must provide priority elevator access to person(s) with limited mobility.

(8) All moving boxes must be broken down and placed in the cardboard bin.

Selling of Strata Lots

8 (1) An owner of a strata lot, when selling, will not permit "For Sale" sign to be placed in the window of strata lot or on or about the common property except on the signage post located at the front of the building for such purpose.

(2) Real estate signs are to be no larger than 8" x 24" and must be removed within 7 days of the close of sale of the strata lot or 2 days upon removal of the strata lot from the market.

(3) No one shall have a lock box on the common property or limited common property or anywhere in the building complex for common area key(s), fob(s), remote controls(s), or for any means of access into the strata complex.

(4) The duration of an open house shall not exceed 4 hours.

(5) Entry will require the owner or realtor to post (taped paper sign) entry instructions (buzzer and suite #) by the intercom pad.

(6) The owner will be fully responsible for any security infractions or damage to the building caused by individual who enter the complex to view the strata lot.

(7) The owner will be fully responsible for removing all signage and cleaning up incidental debris resulting from an open house.

Security

9 (1) An owner, tenant, occupant or visitor must not admit someone they do not know and are not expecting to the building, whether through the use of the enter-phone or by other means.

(2) No soliciting or canvassing shall be permitted within the strata plan.

(3) No one shall leave a common area exterior building door open or unsecured in such a way that would allow an unknown person into the building (excluding individual strata lot patio and deck doors).

(4) Any breakdown of building entrance doors or garage gate shall be reported immediately to council.

Smoking

10 (1) Smoking is prohibited on the limited common area balconies and patios as well as the exterior and interior common areas (including the front entrance, lobby, hallways, stairways, elevator, amenity room and bathroom, storage room, garden areas, walkways, driveway ramp, parking garage, and the trash bin area).

(2) An owner, tenant, occupant or visitor must not permit any burning material such as cigarettes, cigars or matches must not be permitted to fall or to be thrown out of any window, door, patio, balcony or other part of a strata lot, limited common property or common property.

(3) Smoking is permitted within a strata lot.

Garbage

11 (1) An owner, tenant, occupant or visitor must ensure garbage is placed in a plastic bag and tied before deposited into a trash container.

(2) Only items permitted to be disposed of by the Metro Vancouver Dump, the waste removal company and the recycling rules of the City of Port Coquitlam, shall be placed in the respective containers.

(3) Items not permitted in the garbage bin or recycling containers, including but not limited to, furniture, small and large appliances, mattresses, electronics, batteries, wood, gypsum board, glass, hazardous materials, building materials, paint cans, tires, lawn and plant clippings, must be removed by the owner, tenant, occupant or visitor at his or her expense.

(4) All boxes must be broken down before being placed in a recycle bin. All container(s) are to be washed and/or rinsed out before being placed in a recycle bin and only recycling material can be placed in the recycle bins.

(5) An owner, tenant, occupant or visitor must lock the garage bin gate.

Inspection, Testing, and Servicing of In-Suite Fire Protection Systems

12 (1) All owner, tenants and occupants will comply with strata corporation's annual inspection of the fire protection systems, including fire alarms, smoke alarms, and sprinkler on common property, limited common property, and property, and strata lots. On being given 2 week's notice in writing of a day and time for the inspection, all owners, tenants, and occupants will make every reasonable effort to arrange in-suite access for the purpose of testing the fire alarm system. Any owner, tenant, or occupant who does not provide access or make other arrangements prior to the date and time indicated in the notice, will be fined \$50.00 every seven days.

(2) Any owner, tenant, or occupant who deliberately interferes with the fire protection devices in a strata lot by disconnecting or otherwise disabling a fire protection device as reported by the company responsible for the fire inspection of fire protection devices will be fined \$100.00 every seven days.

Permit entry to strata lot

13 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot.

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

(b) at a reasonable time, on 48 hours' written notice, 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 these bylaws or insure under section 149 of the Act.

(2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Holiday Season

14 (1) All Christmas lights and decorations must be put up no sooner than the last Saturday in November and must be taken down by the first Sunday in February.

(2) Only artificial Christmas trees are permitted in the strata lots, building and common areas.

Storage lockers

15 (1) There is one (1) storage locker per strata lot. The storage locker area is common property and assignment of lockers will change from time to time.

(2) An owner, tenant, occupant or visitor must not store combustible or flammable material, including but not limited to a propane tank, in a storage locker.

(3) An owner, tenant, occupant or visitor must not permit materials(s), including but not limited to food, that could attract rodents, cause mold or cause odors to be stored in a storage locker.

(4) An owner, tenant, occupant or visitor must not place any item in the storage locker area that is within 2 feet from a fire sprinkler. All items must be contained completely within the storage locker.

(5) An owner, tenant occupant of visitor must not place any item(s) on outside the storage lockers and must ensure that all items be contained completely within the storage locker.

Parking and Bicycles

16 (1) An owner, tenant, occupant or visitor must use their parking stall only for the parking of insured vehicles, for the storage of bicycles, and mobility aid scooters under these bylaws.

(2) If a vehicle does not have valid road insurance, the owner of the vehicle, prior to leaving the vehicle in a parking stall, must provide the council with proof of a minimum of \$1 million liability insurance.

(3) An owner, tenant, occupant or visitor must not use any parking stall in the building common property, or limited common property except the parking stall that has been specifically assigned to the owner's strata lot or a parking stall leased by the owner or, when specifically agreed with another owner, by written and signed agreement, the parking stall assigned to the strata lot of that other owner. The strata corporation will not enforce agreements between residents and/or owners regarding the use of parking stalls. An owner, tenant, or occupant must not rent or lease a parking stall assigned to his or her strata lot to anyone that is not a resident of the building.

- (4) An owner, tenant, occupant or visitor must not carry out any oil change(s), repair(s) or adjustment(s) to a vehicle or other mechanical equipment on common property or on any limited common property, with the exception of minor emergency repairs (such as changing a flat tire or jump starting a vehicle with a dead battery).
- (5) An owner, tenant, occupant or visitor must not use a vehicle or motorcycle on the common property unless it is insured and in operating condition. All vehicles may only be operated on common property by those licensed for such operation.
- (6) An owner, tenant, occupant or visitor must not place cardboard or any other material underneath a vehicle to absorb motor oil or other fluid. Vehicles leaking excessive amounts of motor fluid or oil must be removed from the underground garage until repairs are made to stop the leaking.
- (7) An owner, tenant or occupant must promptly clean up any oil or other substance that spills or leaks onto the common property. The owner of a vehicle causing staining shall, at the strata corporations council's notification to do so, clean up all drippings, and on failure to do so after receiving 7 days notice, the strata corporation may have the leak stain cleaned up and the cost of such clean up will be assessed to the owner of the applicable strata lot.
- (8) No one shall travel on the common property in a vehicle at a speed in excess of 10km/h.
- (9) No one shall back up or drive in reverse on the driveway ramp.
- (10) An owner, tenant or occupancy must not park or store any vehicle or equipment on the common property that the council, in its sole discretion, considers to be a potential fire hazard.
- (11) An owner, tenant, occupant or visitor shall not park his or her vehicle on the common property in a designated fire lane or a driveway or in a manner that will reduce the width of the garage roadway or unreasonably impede the passage of other vehicles or pedestrians.
- (12) An owner, tenant, occupant or visitor must not alter or deface any parking stall or the parking area.
- (13) No storage of R.V's, boats or commercial vehicles is permitted.
- (14) An owner, tenant, or occupant must not store a vehicle in a parking stall other than a vehicle owned or leased by a resident.
- (15) An owner, tenant or occupant may store a bicycle(s) or mobility aid scooter(s) within the confines of his or her parking stall. Bicycles and mobility aid scooters may be secured by way of a chain wrapped around a concrete pillar. Bicycles and mobility aid scooters must not be secured to any of the building's pipes.
- (16) An owner, tenant or occupant must not store any items in his or her parking stall(s) except vehicles, bicycles or mobility aid scooter(s).
- (17) An owner, tenant, occupant or visitor must wait until the garage gate is completely closed when entering or leaving the garage.
- (18) It is prohibited to wash vehicles in the underground garage.
- (19) It is prohibit leaving garage door openers/fobs, entrance keys/card or fobs in vehicles.
- (20) Vehicles parked in a manner that violates one or more subsections of this parking bylaw may be towed and impounded at the expense of the owner of the vehicle and fines may be assessed. Council will make reasonable attempts to provide seven days' notice to the owner of the vehicle, unless in the sole discretion of the council, the removal of the vehicle is required to ensure safety or prevent significant loss or damage, in which case the vehicle may be towed and impounded immediately without notice.

Pets

17 (1) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

- (a) a reasonable number of fish or other small aquarium animals.
- (b) a reasonable number of small caged mammals.
- (c) up to 2 caged bird.
- (d) one dog or two cats.

(2) Notwithstanding anything else in this bylaw, the following dogs are prohibited from being kept in a strata lot or otherwise brought on to the complex ("Prohibited Dogs"). The Prohibited Dogs are an American Pit Bull Terrier, Staffordshire Bull Terrier, American Staffordshire Terrier, Bull Terrier, each as recognized by the Canadian Kennel Club, a Pit Bull Terrier or Pit Bull, whether recognized by the bylaw Canadian Kennel Club, the American Kennel Association or otherwise, and dog whose breeding includes one or more of the breeds enumerated in this sub-paragraph.

(3) An owner, tenant, occupant or visitor must ensure that all pets are leashed or securely caged when on the common property or limited common property. The leash must be controlled by a responsible adult and the leash must not be let out more than six feet while the pet is on common property.

(4) No owner, tenant or occupant of a strata lot will permit his or her pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property, the owner of the pet will immediately and completely remove all of his or her pet's waste from the common property area limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the council, any special cleaning is required as a result of the pet urinating or defecating, the owner, tenant or occupant will pay all cost of such special cleaning.

(5) A strata lot owner assumes all liability for damage to person(s) or property caused by a pet kept in his or her strata lot, common property or limited common property, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

(6) No owner, tenant, occupant or visitor shall permit a pet to interfere with any other person or pet, or permit a pet to disturb any other owner, tenant or occupant with whining, barking or howling, emanating from one strata lot that is audible from another strata lot, limited common property or the common property.

(7) A pet shall not cause a nuisance to any resident.

(8) Pets must be fed solely within the strata lot.

(9) Litter boxes must be inside a strata lot. Used litter must be tightly bagged and disposed of in the garbage container and may never be disposed of through the building's sewer system.

(10) An owner, tenant, occupant or guest must comply with the City and Provincial bylaws, statues and regulations regarding animals.

(11) An owner of a strata lot shall ensure that any tenant, occupant, or visitor to his or her strata lot that brings an animal or pet onto the common property or any limited common property will ensure that all requirement of these bylaws relating to pets are complied with, the same as if the pet was owned by the owner of the strata lot in question.

(12) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the *Strata Property Act*. At the end of the hearing, the 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 about the out of the hearing in writing.

Amenity room use and rental

18 (1) An adult owner, tenant or occupant may rent the amenity room with 72 hour notice, subject to availability, for \$25.00 (non refundable). The resident renting the amenity room must sign a rental form and provide a \$200.00 security deposit which will be returned if the amenity room key/fob/card is returned, there is no damage to the room and the amenity room is cleaned and left in the original condition.

(2) The amenity room can only be rented for personal use by residents such as sport functions, bingo, card or board games, crafts, hobbies, fitness, private get-togethers or parties, annual and special general meetings and must not be used for a commercial or business purpose.

(3) An owner, tenant or occupant renting the amenity room is responsible to ensure that his or her visitor(s) arrive and leave in a quiet and orderly fashion, so as not to disturb other residents and comply with the strata corporation bylaws, City and Provincial bylaws regarding noise.

(4) All functions must end by 10:00pm.

(5) An owner, tenant, occupant or visitor must confine their activities to within the amenity room, keeping the noise and music level down so not to disturb the adjacent strata lots or residents, no loitering allowed on the common areas.

(6) Barbequing is permitted on the amenity room common area patio. The barbeque must be 3 feet away from the building envelope and a mat placed beneath the barbeque to collect oil, grease or fluids and prevent grease and other fluids from dripping or splattering onto the common area patio or building. All oil, grease, dripping, splatters or fluids must be cleaned on the patio and building.

(7) An owner, tenant, occupant or visitor must not smoke in the amenity room, bathroom, on the common area or limited common areas. Smoking is only permitted in a strata lot.

(8) An owner, tenant or occupant renting the amenity and hosting the function must be present at all times during the function and is responsible for the actions or damage by their visitors or themselves. Adult supervision is required at all times.

(9) An owner, tenant, occupant, visitor shall not serve, consume or have alcoholic beverages in the amenity room or on the common areas.

(10) Beyond normal decorations, the appearance of the amenity room shall not be altered. Decorations cannot be affixed to the walls to limit the damage to the paint.

(11) No confetti is permitted to be used.

(12) An owner, tenant or occupant renting the amenity room must turn off all lights and turned down the thermostat to 15 degrees centigrade at the end of the event and before leaving.

(13) An owner, tenant or occupant renting the amenity room is required to ensure that the amenity room patio and entrance doors are locked at the end of the event before leaving.

(14) An owner, tenant or occupant renting the amenity room must clean and wipe down the bathroom and kitchen counter tops, cabinets, toilet, appliances, vacuum and mop the floors, and remove all trash to the outside garbage bin so that the amenity room is left in its original condition by 12 noon the day following the function.

Hard Floor Surfaces

19 (1) No other flooring but wall to wall carpeting with underlay may be installed or replaced in a strata lot, with the exception of in the bathroom and kitchen and for the first five feet of the front foyer, unless the owner has received the prior written approval of council to install other flooring.

(2) When considering the application for flooring the strata corporation may:

- (a) require the owner to provide evidence from an expert on flooring, including evidence from an acoustical engineer, that the quiet enjoyment of other residents is unlikely to be impacted by the use of the strata lot because of the change in the flooring; and
- (b) require the owner to take steps to reduce noise transmission, including but not limited to installing a specific type of underlay and/or covering the flooring with rugs or carpets in high traffic areas.

(3) The strata corporation will make reasonable accommodation for a resident who has proven a physical disability that in the reasonable discretion of council requires an alternative type of flooring to be used pursuant to section 8 of the Human Rights Code, but may still require the evidence from the expert on flooring and may require the owner to take the steps necessary to reduce noise transmission as set out in the paragraph above.

(4) A minimum of 3/8" underlayment using cork or foam is required or a similar product that offers the equivalent or better sound insulation value of carpet underlay.

(5) A strata lot that has existing hard flooring and 3 or more written complaints have been submitted to the Strata Council specifically pertaining to hard floor sound transfer coming from that strata lot, the Strata Council may require the owner to take steps to reduce noise transmission, including but not limited to covering the hard flooring with area rugs or carpets.

Obtain approval before altering a strata lot

20 (1) An owner must obtain the written approval of the council before making an alteration to a strata that that involves any of the following:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) doors, windows or skylights 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.

(2) The council must not unreasonably with hold its approval under subsection (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.

Obtain approval before altering common property

21 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

(2) The council, on behalf of the strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

(3) No awning, air conditioner, shade screen, sunscreen, antennae, satellite dish, greenhouse, hot tub or enclosure, shall be hung, attached or placed on the common property, including limited common property without the prior written permission of council. No screw, nail, bolt, hanger or other attachments shall be affixed to the exterior of the building without the prior written consent of council.

Alteration to a strata lot or common property

22 (1) Any alteration to a strata lot as described in section 20 and any alteration to common property are both governed by bylaw 22.

(2) An alteration that has not received the prior written approval of council must be removed at the owner's expense if the council orders that the alteration be removed. An owner who receives approval will be liable for all costs connected to the alterations, including the cost of repairing and maintain the alteration and the cost of repairing and maintain the common property or a strata lot if such repair is required as a result of the alteration.

(3) An owner may receive approval from council for an alteration on the condition that the owner signs an Assumption of Liability Agreement in the form approved by council.

(4) An owner applying for an alteration must submit, in writing, detailed plans and a written description of the intended alteration. The alterations must be done in accordance with the design submitted to council.

(5) The owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits is a condition of the council's approval.

(6) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all cost relating to:

- (a) the maintenance and repair of the alterations,
- (b) the effects on all adjacent strata lots or common property, and
- (c) the effects of rain and weathering, staining, discoloration.

(7) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:

- (a) the alterations are not maintained or repaired, or
- (b) the alterations are damaged.

(8) All cost incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are his or her responsibility.

(9) When selling a strata lot the owner must disclose in the Contract of Purchase and Sale that the new owner will be fully responsible for the alteration in effect between the strata corporation and the owner. If the subsequent owner refuses to sign an Assumption of Liability Agreement with the strata corporation the alteration may be removed by council and the cost of the removal will be charged to the new owner.

(10) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.

(11) The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of an approved alteration. The council may include specified supervision or inspection as a requirement of approval.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

23 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) chimneys, stairs, balconies and other things attached to the exterior of a building;

- (D) doors, windows and skylights on the exterior of a building or that front on the common property;
- (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies, patios, 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, and
 - (v) fences, railings and similar structures that enclose patios, balconies, and yards.

Division 3 – Council

Council size and membership

24 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

25 Council member eligibility

(1) Registered owners and the spouse of a registered owner may stand for council.

(2) An owner will not be entitled to be elected to council or continue to stand on council if the strata corporation is entitled to register a lien against that strata lot under section 116 of the *Strata Property Act*.

(3) Each owner that volunteers or accepts nomination to the Strata Council must be individually elected by a majority vote at the Annual General Meeting.

Council members' terms

26 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

(2) A person whose term as council member is ending is eligible for reelection.

Removing a council member

27 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

(3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

Replacing council member

28 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(2) A replacement council member may be appointed from any person eligible to sit on the council.

(3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, 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.

Officers

29 (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.

(2) A person may hold more than one office at a time, other than the offices of president and vice president.

(3) The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

30 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if

(a) all council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency 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.

(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of a council hearing

31 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

(2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.

(3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of council

32 (1) A quorum of the council is

(a) 1, if the council consists of one member,

(b) 2, if the council consists of 2, 3 or 4 members,

(c) 3, if the council consists of 5 or 6 members, and

(d) 4, if the council consists of 7 members.

(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

33 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

(2) If a council meeting is held by electronic means, council members are deemed to be present in person.

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of 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;

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

Voting at council meetings

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

(2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

35 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

36 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

- (2) The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3)
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

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

(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Acquisition or Disposition of Personal Property

38 The Strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a 3/4 vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.

Limitation on liability of council member

39 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Privacy Requests

40 The Strata Council is hereby authorized to levy any strata lot owner the fee of \$84.00 per hour for any request that the owner may make in reference to researching any privacy issues they may receive. The levy may be added and become part of the monthly fees owing from the Strata Lot owner.

Division 4 – Enforcement of Bylaws and Rules

Maximum fine

41 (1) The strata corporation may fine an owner or tenant a maximum of:

- (a) \$200 for each contravention of a bylaw; and
- (b) \$50 for each contravention of a rule.

(2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.

(3) Each owner and tenant is responsible for payment, without invoice, of any money owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$50.00, and if such default continues for a further 15 days, an additional fine of \$50.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$50.00 will be levied against and paid by the owner or tenant.

(4) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

Continuing contravention

42 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.

Division 5 – Annual and Special General Meetings

Person to chair meeting

43 (1) Annual and special general meetings must be chaired by the president of the council.

(2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

44 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

(2) Persons who are not eligible to vote, including tenants and occupants may not participate in the discussion at the meeting.

(3) Persons who are not eligible to vote, including tenants and occupants must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Proxies

45 (1) A person who may vote under section 54 or 55 may vote in person or by proxy.

(2) A document appointing a proxy

- (a) must be in writing and be signed by the person appointing the proxy,
- (b) may be either general or for a specific meeting or a specific resolution, and
- (c) may be revoked at any time.

(3) The following persons may be proxies:

- (a) only if permitted by regulation and subject to prescribed restrictions, an employee of the strata corporation;
- (b) only if permitted by regulation and subject to prescribed restrictions, a person who provides strata management services to the strata corporation;
- (c) subject to the regulations, any other person.

(4) A proxy stands in the place of the person appointing the proxy, and can do anything that person can do, including vote, propose and second motions and participate in the discussion, unless limited in the appointment document.

Voting

46 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

(2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

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

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

(5) If there is a tie 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.

(6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

(7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the owner is in arrears for any contributions or charges on their maintenance account.

Order of business

47 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.

Division 6 – Quorum for Adjourned Meeting

48 (1) Notwithstanding Section 48 (3) of the Act, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 15 minutes from the time appointed and within one half hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum but in no case no less than 10% of eligible voter constitute a quorum.

Division 7 – Illegal Activity

49 When the strata corporation determines that illegal activity is taking place in a strata lot or on the common property, including but not limited to limited common property, an owner, tenant or occupant, regardless of whether they had knowledge, notice or forewarning of such illegal activity, must pay all cost incurred by the strata corporation in connection with the investigation and removal of such illegal activity, including, without limitation, any increases in insurance, disposal costs and the costs to repair damage to any strata lot or common property, including but not restricted to limited common property.

Division 8 – Small Claim Actions

50 Pursuant to section 171 of the *Strata Property Act*, the council, on behalf of the strata corporation, may commence a proceeding under the *Small Claims Act* against an owner or other person to collect money owing to the strata corporation without further authorization from the strata corporation. The council may commence the proceedings to collect monies owing to the strata corporation for any reason, including but not limited to monies owing by an owner or tenants for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The council has full authority to negotiate a settlement or discontinue or dismiss the action.

Division 9 – Voluntary Dispute Resolution

- 51** (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.
- (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.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 10 – Insurance

52 (1) An owner is deemed to be responsible for any loss or damage caused to the common property, limited common property, common assets or to any strata lot where the cause of such loss or damage originated within the owner's strata lot and the loss or damage is not covered by any insurance policy.

(2) An owner is also deemed to be responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or the owner's tenants, occupants or visitors and the loss or damage is not covered by any insurance policy.

(3) If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw results in a claim against any insurance policy held by the strata corporation, the owner is strictly liable to reimburse the strata corporation for the full amount of any insurance deductible, any portion of insurance coverage declined and/or any amount by which the loss or damage exceeds the strata corporation insurance coverage. The owner shall indemnify and save harmless the strata corporation for these amounts.

(4) If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw does not exceed the insurance deductible for an insurance policy held by the strata corporation, the owner is strictly liable and shall indemnify and save harmless the strata corporation for any resulting expense for maintenance, repair or replacement rendered necessary, which it is the strata corporation's responsibility to perform.

(5) For the purposes of this bylaw any amount which an owner is responsible to pay the strata corporation shall be assessed against the owner's strata lot and included in the statement of account for that strata lot.

Division 11 – Severability

53 (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.

(2) For the purposes of these bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires. The terms "resident" or residents" refer to those individual residing in the complex, whether as owner, tenants or other occupants.

END OF RESOLUTION