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1. Duties of Owner

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

1.1(a) Late payment of strata fees will be charged at a rate of 10 percent per annum compounded annually.

1.2 An owner must pay, by the date of levy is to be paid, the owner's share of a levy that was approved by a resolution passed by at 3/4 vote at an annual or special general meeting.

1.3 If a special levy is approved before a strata lot is conveyed to a purchaser, the seller owes the Strata Corporation the portion of the levy that is payable before the date the strata lot is conveyed and if the levy is to be paid in installments, the purchaser owes the Strata Corporation the portion of the levy that is payable on or after the date the strata lot is conveyed.

1.4 Within two (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. On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.

1.5 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.

1.6 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation.

1.7 An owner or tenant who has the use of limited common property that is a patio must remove or cause to have removed plants that cling to, or could cause damage to, the exterior surface of the building..

1.8 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 insure. Fixtures built or installed on a strata lot as part of the original construction including floor and wall coverings and electrical and plumbing fixtures included.

1.9 An owner must obtain the written approval of the Strata Corporation before making an alternation to a strata lot that involves any of the following:

(a) the structure of a building;
(b) the exterior of a building;
(c) chimneys, 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 or balcony;
(f) common property located within the boundaries of a strata lot'
(g) those parts of the strata lot which the Strata Corporation must insure under these bylaws.

The Strata Corporation shall only provide such written permission upon satisfactory evidence that the alteration complies with all building codes, receipt of all necessary building permits and, in the case of a structural alteration, the written opinion of a qualified architect or engineer or similar professional which indicates that the structural integrity of the building will be maintained.

In addition, no flooring is permitted which requires penetration of nails, screws, etc. into the floor.

1.10 Written approval from the Strata Corporation, permits and other documents relating to the alteration should be kept permanently by the owner.

1.11 An owner must obtain the written approval of the Strata Corporation before making an alteration to common property, or common assets. 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.

1.12 An owner or tenant must give seven (7) days notice of a move in or out of the building.

1.13 Moving into or out of ~~Davenport Lane~~ Cottonwood Grove shall be permitted only between the hours of 9:00 AM through 9:00 PM, seven days a week.

1.14 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 forty-eight (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, maintain or insure under these bylaws.

1.15 Any owner/occupier will pay a fifty ($50) dollar move in fee for any moves into the building. This fee is applicable every time a new resident moves into the building.

1.16 The owner or tenant who is moving in/out is responsible for any damage to all common areas.

2. Powers and Duties of the Strata Corporation

2.1 The Strata Corporation may obtain and retain by contract the services of a professional real property management firm for such purposes and upon such terms as the council may from time to time decide.

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

(a) common assets of the Strata Corporation

(b) common property

(c) limited common property, but the duty to repair 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 the building;

    b) the exterior of the building;

    c) chimneys, 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 and balconies.

(d) a strata lot, but the duty to repair and maintain it is restricted to the structure of the building.

2.3 The Strata Corporation is responsible for the common expenses of the Strata Corporation. 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.

2.4 The Strata Corporation must prepare a budget for the coming fiscal year for approval by a resolution to be passed by a majority vote at each annual general meeting. The proposed budget may be amended by a majority vote at the annual general meeting before the budget itself is put to a vote.

2.5 The Strata Corporation must not spend money from the contingency reserve fund unless the expenditure is

(a) consistent with the purpose of the fund, and

(b) first approved by a resolution passed by 3/4 vote at an annual general meeting or special general meeting, or

(c) there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or prevent significant loss or damage, whether physical or otherwise.

2.6 If the Strata Corporation raises money from the owners by means of a special levy, the Strata Corporation must calculate each strata lot's share by means of unit entitlement. Any other way must be approved by a resolution passed by a unanimous vote at an annual or special general meeting.

2.7 Before suing or beginning arbitration to collect money from an owner or tenant, the Strata Corporation must give the owner or tenant at least two (2) weeks' written notice demanding payment and indicating that action may be taken if payment is not made within that two (2) week period.

2.8 Any contract for services for a period of more than one year to Strata Plan LMS 2151 must first be approved by council then signed by the property manager (if applicable), the president of council and the treasurer of council.

2.9 The Strata Corporation must comply with a requirement to do work on or to
(a) common property, or
(b) land that is a common asset
if the work is required by a notice or order of a public authority authorized by law to require the work, and the notice or order is given to the Strata Corporation.

3. Council of the Strata Corporation

3.1 At each annual general meeting the eligible voters who are present in person or by proxy at the meeting must elect a council. Council exercises powers and performs duties of the Strata Corporation, including the enforcement of bylaws and rules.

3.2 Failure to attend 25% or more of Strata Council Meetings in any given term of Council may result in the forfeiture of the Council position at the discretion of the remaining Council members

3.3 Council must have at least three (3) and not more than seven (7) members.

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

3.5 In exercising the powers and performing the duties of the Strata Corporation, each council member must
(a) act honestly and in good faith with a view to the best interests of the Strata Corporation, and
(b) exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances.

3.6 Officers

(a) 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.

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

(c) The vice-president has the powers and duties of the president
   (i) while the president is absent or is unwilling or unable to act, or
   (ii) for the remainder of the president's term if the president ceases to hold office.

(d) If an officer other than the president is unwilling or unable to act for a period of two (2) or more months, persons holding at least 25 percent 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.

3.7 Calling Council Meetings

(a) 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.

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

(c) A council meeting may be held on less than one week's notice if
   (i) all council members consent in advance of the meeting, or
   (ii) the meeting is required to deal with an emergency situation, and all council members either
      a) consent in advance of the meeting, or
      b) are unavailable to provide consent after reasonable attempts to contact them.

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

3.9 Requisition of Council Hearing

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

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

(c) 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.

3.10 Quorum of Council

(a) A quorum of the council is
   (i) 2, if the council consists of 2, 3 or 4 members,
   (ii) 3, if the council consists of 5 or 6 members, and
   (iii) 4, if the council consists of 7 members.

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

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

3.12 Spending Restrictions

(a) 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.

3.13 Limitation on Liability of Council Member

(a) 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.

(b) Subsection (a) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.

3.14 Annual and Special General Meetings

Person to Chair Meeting

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

(b) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice-president of the council or under full management, the property manager may chair an Annual General Meeting.

(c) If neither the president nor the vice-president of the council chairs the meeting, and there is no property manager in attendance, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at a special general meeting.

(d) A document appointing a proxy must be in writing and signed by the owner appointing the proxy.

3.15 Quorum for Annual or Special General Meeting

(a) Business must not be conducted at an annual or special general meeting unless a quorum is present.

(b) Subject to the bylaws, a quorum for an annual or special general meeting is

(i) eligible voters holding 1/3 of the Strata Corporation's votes, present in person or by proxy,

(c) Unless otherwise provided in the bylaws, if within 15 minutes 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.

3.16 Participation by Other Than Eligible Voters

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

(b) 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.

(c) 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.

3.17 Voting

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

(b) 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.

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

(d) 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.

(e) 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.

(f) If there are only two (2) strata lots in the strata plan, subsection (e) does not apply.

(g) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

3.18 Order of Business

The order of business at annual and special general meetings is a 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.

3.19 Voluntary Dispute Resolution

(a) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party of the dispute if
  (i) all the parties to the dispute consent, and
  (ii) the dispute involves the Act, the regulations, the bylaws or the rules.

(b) A dispute resolution committee consists of
  (i) 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

(ii) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

(c) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

3.20 Removing Council Member

(a) 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.

(b) 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.

4. Pets

4.1 No pet shall be kept in an strata lot other than:

(a) up to two (2) caged birds (excluding pigeons)
(b) one spayed or neutered dog.
(c) one spayed or neutered cat.

4.2 If the Strata Council, upon reasonable grounds, considers an Owner or Tenant's pet to constitute a nuisance which, in the case of dogs, shall include excessive barking, vicious or aggressive behavior and defecation or urination on Common Property, or to interfere with the quiet enjoyment of any Strata Lot or the common property then such pet shall be removed by the Owner or Tenant from the Strata Lot within thirty (30) days after written notice to remove such pet is given to the Owner by the Strata Council.

4.3 An Owner, his Tenant, or any other occupant of his Strata Lot shall be responsible for the removal and clean-up of any wastes from or mess by any pet or animal in his care and control or in the care and control of his invitee, employee or agent, from the common property, and the Owner shall be responsible for any costs involved in the removal and clean up of such wastes or mess, and for any damage to common property caused thereby.

4.4 No strata lot owner, tenant or occupant shall feed pigeons, gulls, squirrels, rodents or other animals from their strata lot, balcony, patio, or anywhere in close proximity to the strata property.

5. Parking

5.1 Only vehicles with current registration and insurance ($1,000,000 public liability and property damage) in force shall be permitted in the parking areas. Parking of vehicles other than those owned or leased by a resident, their family or their house guest(s) is prohibited.

5.2 Occupants shall park their vehicle(s) only in spaces assigned to them by the Strata Corporation unless by special arrangement with another owner of a strata lot in this building. Council must be informed, in writing, of any change.

5.3 No one shall park, or leave unattended, or cause to be parked or left unattended, any vehicle in such a position that it interferes or infringes upon other parking spaces. Nor shall a vehicle be left in such a way that it blocks or infringes on access lanes.

5.4 No repairs of any kind shall be carried out in the parking areas, access lanes and/or driveways, without prior approval of Strata Council.

5.5 All parking areas are common property and may not be altered or defaced in any manner.

5.6 Assigned parking areas may be used to store only bicycle(s), motorized wheelchair(s) motorized bike(s), one automobile, one recreation trailer, or one boat. No other personal items are permitted.

5.7 The construction or placement of storage compartments in assigned parking areas is prohibited.

5.8 An owner must not leave a garage door opener or a key to the building in an unattended car.

5.9 The maximum speed limit in all parking areas is 10 km/h.

5.10 The use of a vehicle horn in the parking area is prohibited except in such circumstances where the horn is required to prevent a collision.

5.11 If an unauthorized vehicle is parked in an assigned stall, the assignee should inform a member of the Strata Council and the vehicle will be towed away at the vehicle owner's expense.

5.12 An owner shall not lease his parking space to any person other than to
(a) another owner
(b) a family member of an owner
All restrictions as described in these bylaws must apply.

5.13 Owners are required to use commercial oil mats under vehicles that drip oil.

6. Renting

6.1 The limitation of strata lots that can be rented does not apply to the rental of a strata lot to a member of an owner's family as defined in the Strata Property Act.

6.2 The owner may apply to the Strata Corporation for an exemption from a bylaw that prohibits or limits rentals on the grounds that the bylaw causes hardship to the owner. The application must be in writing and must state
( ) the reason the owner believes an exemption should be made, and
(a) whether the owner wishes a hearing before council. The hearing must be held by council within three (3) weeks after the date the council received a request for a hearing.

6.3 An exemption is granted if the Strata Corporation, through council, does not give its decision in writing to the owner
(a) within one (1) week after the hearing, or
(b) if no hearing is requested, within two (2) weeks after the application is given to the Strata Corporation.

6.4 An owner who has obtained approval from the Strata Council to rent shall deliver to the Strata Council and the Property Manager employed by the Strata Corporation, a written request for a Notice of Tenant's Responsibilities (Form K) together with the following:
(a) the name, occupation and address of each tenant who will occupy the strata lot during the term of rental along with the name of the firm managing the Strata Lot, if applicable.
(b) the telephone number, and where applicable, the business telephone number of the tenant or tenants;
(c) the address and telephone number of the owner which will apply at the commencement of the term of rental and during the term of rental,
(d) the commencement date and term of rental.

6.5 Prior to an owner renting, the owner must provide the prospective tenant with
(a) the current bylaws and rules
(b) a Notice of Tenant's Responsibilities on the prescribed form

6.6 Prior to an owner renting, the owner must provide Council and the Property Manager with a copy of the Notice of Tenant's Responsibilities on the prescribed form.

6.7 If requested by council, tenants who do not vacate when required to do so, will be subject to court action. All legal and other costs will be charged to the owner.

6.8 No tenant is permitted to sublet.

7. Insurance

7.1 The Strata Corporation must obtain and maintain property insurance on the building shown in the strata plan including
(a) common property
(b) common assets
(c) fixtures built or installed on a strata lot as part of the original construction including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves or other items.

7.2 The property insurance must be on the basis of full replacement value and insure against major perils.

7.3 The Strata Corporation must obtain and maintain liability insurance for a minimum amount of $2,000,000.

7.4 The payment of an insurance deductible is a common expense contributed to by means of strata fees. The Strata Corporation may sue an owner to recover the deductible portion of an insurance claim if the owner is responsible for the loss or damage that gave rise to the claim.

7.5 The Strata Corporation must review annually the adequacy of the Strata Corporation's insurance and report on the insurance coverage at each annual general meeting.

7.6 Owners are responsible for obtaining and maintaining insurance for their own strata lot, including liability, personal property, and betterments not included in the insurance coverage of the Strata Corporation.

7.7 The Strata Corporation may obtain and maintain errors and omissions insurance for council members against their liability and expenses for errors or omissions made in the exercise of their powers and performance of their duties as council members.

8. Rules

Definition: Rules govern the use, safety and condition of the common property and common assets.

Council may, by majority decision, make a rule at any time. Owners and tenants must then be informed of the rule by written document within one week. New rules must be ratified at the following annual general meeting to remain in effect.

8.1 The riding of any mechanical device except for mechanical devices for disabled people is not permitted on the common property including sidewalks, pathways, and in the underground parking area.

8.2 Nothing shall be brought into or stored on the common property which will in any way increase or tend to increase the risk of fire, and the rate of any insurance policy or which will invalidate any insurance policy held by the Strata Corporation or strata lot owner,

8.3 Only gas barbeques are permitted on limited common property. Barbeques are to be kept away from the exterior walls, railings, and fences of the building. They are not to impede the enjoyment of other residents. Propane tank storage must be pursuant to City of Vancouver Bylaws.

8.4 No material substances, especially burning material such as cigarettes or matches shall be thrown out or permitted to fall from any balcony.

8.5 Mops or dusters of any kind shall not be shaken from, and nothing shall be thrown out of any window, door, balcony, or other part of the strata lot or the common property.

8.6 An owner or occupier of a strata lot shall not deposit refuse or garbage on or about the common property other than in the garbage containers.

8.7 No laundry, washing, clothing, bedding, or other articles shall be hung or displayed from balconies or any area outside the building so that they are visible from the exterior of the strata lot. Nor shall any items be stored on balconies in such a manner that it detracts from the overall look of the exterior of the building.

8.8 Cut Christmas trees are not permitted in the building.

8.9 The exterior appearance of the building shall not be altered by displaying patterned drapes, coloured curtains or light blocking devices on any window unless they are lined with a neutral coloured lining to create a drape-like effect on the exterior. Blinds or other light blocking devices must have a neutral colour visible from the exterior.

8.10 Smoking is not permitted in the lobby, elevator, hallways, or stairwells is prohibited anywhere in the building, or patios and balconies, other than in one's private Strata Lot.

8.11 Owners are to keep the common area side of their suite doors free from smudges and dirt.

8.12 Exterior lights for patios and balconies are to be single bulb, white or clear, with black fixtures. Motion lights, ie. security lights are permitted. Christmas lights may be used during the Holiday Season.

8.13 Water beds are not permitted in any strata lot.

8.14 Hanging baskets shall not extend over the balcony and must be secured so that they do not pose a danger to neighbours below. Window baskets must remain on the inside of the balcony.

9. Enforcing Bylaws and Rules

9.1 (a) The Strata Corporation must not

1. impose a fine against a person,
2. require a person to pay the costs of remedying a contravention, or
3. deny a person the use of a recreation facility for a contravention of a bylaw or rule unless the Strata Corporation has
   (1) received a complaint about the contravention,
   (2) given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant, and
   (3) if the person is a tenant, given notice of the complaint to the person's landlord and to the owner.

(b) The Strata Corporation must, as soon as feasible, give notice in writing of a decision on a matter referred to in subsection (a) (i), (ii) or (iii) to the persons referred to in subsection (a) (ii) and (iii).

(c) Once a Strata Corporation has complied with this section in respect of a contravention of a bylaw or rule, it may impose a fine or other penalty for a continuing contravention of that bylaw or rule with further compliance with this section.

9.2 Maximum Fine

The Strata Corporation may fine an owner or tenant a maximum of

(a) $200 for each contravention of a bylaws, and

(b) $50 for each contravention of a rule.

With the exception of fines as per Rental Bylaw # 6.10 .

9.3 Continuing Contravention

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

10. Signs

10.1 No signs, notices or other advertising matter of any kind shall be placed on, affixed to or displayed from any common property or any part of the strata lot that is visible from the common property or to the general public, without the permission of the Strata Council.

11. Security of the Building

11.1 No-one shall leave open or unlocked any outside door unless he/she is in constant supervision of that door.

11.2 No-one shall let another person into the building by way of the intercom or when entering or leaving the building himself/herself, unless that person is known personally to him/her.

11.3 Prospective purchasers must be conducted around the common property under the direct supervision of the Owner, his/her agent, or employee.

11.4 All door keys, other access devices which open locks on common property are common property and may be made and issued only by the Strata Council or the Management Company.

11.5 Requests must be in writing for additional keys, other access devices may be obtained by an Owner or with written authorization from the Owner by a Tenant, by paying an amount to the Strata Corporation equal to the cost of the key, or access device. The Management Company shall keep a record on all keys, or access devices issued, and the Owner, or his Tenant shall provide the Property Manager with all information concerning who will be in possession of the key, or access device issued.

12. Noise Disturbances

12.1 An Owner, his/her Tenants, invitees, agents, employees, and any other occupants of his Strata lot shall not make undue noise in or about the Owner's Strata Lot or the common property or do anything which will interfere unreasonably with the quiet enjoyment of another Strata Lot or the common property by others. "Quiet hours" in the building shall be between the hours of 11:00 PM to 7:00 AM. The use of washers, dryers, and vacuums during these hours is prohibited.

12.2 Carpentry or other similar alterations shall be limited to the hours of 8:00 AM to 8:00 PM, Monday through Saturday inclusive.

13. Official Communication with the Strata Council

13.1 Any official communications with the Strata Council shall be in writing and shall state clearly the name, address and Strata Lot of the Owner or Tenant, and shall be signed by the Owner or Tenant and directed to the President or Vice-President of the Strata Council, or the Management Company. Either the Strata Council or the Management Company shall respond in writing to an Owner or Tenant, if a written response is requested in the Owner's or Tenant's letter.

14. Miscellaneous Provisions

14.1 If any Section, Subsection, Paragraph, Clause or phrase of these Bylaws is, for any reason, held to be invalid by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of these Bylaws.

14.2 Whenever the singular or masculine are used throughout these Bylaws, the same shall be construed as meaning the plural or politic where the context so requires.