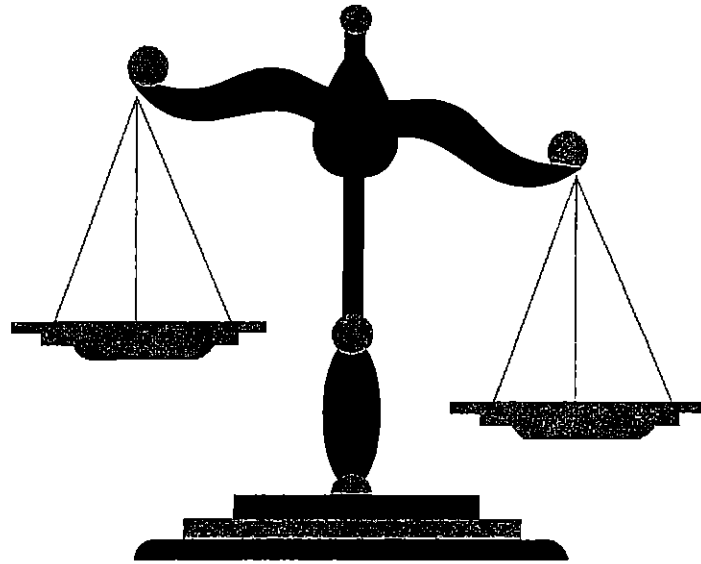




BYLAWS

Strata Plan LMS-163

Cartier Place

Attached are the Bylaws of Strata Plan LMS-163. For legal purposes please obtain a true copy as registered at the Land Title Office.

Last amended: February 11, 2009

Registration #: BB0763462

Note: Please keep in a safe place. There is a charge for additional copies.

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BYLAWS
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STRATA PLAN LMS 163 - CARTIER PLACE

BYLAWS

INTERPRETATION

In the Bylaws, the Rules & Regulations, job descriptions and all correspondence of the Corporation:

"ACT" means the Strata Property Act, RSBS Chapter 43 and amendments thereto;

"Address of Record" means the address of an Owner as recorded in the management office;

"Agents" and/or "agents" includes all agents, directors, officers, employees and other persons from time to time acting with the expressed or implied authority of an Owner, mortgagee, occupant, the Strata Corporation, Residential Executive, or Commercial Executive (as the case may be);

"Balcony" means the enclosed area of a Strata Lot that projects from the strata buildings;

"Bylaw" means the bylaws of the Corporation and amendments thereto duly passed by the Owners and registered with the Land Title Office;

"Commercial Executive" means the executive elected by the Owners of the Strata Lots of the Commercial Section from time to time.

"Commercial Section" means Strata Lots 66 through 75 in Phase I, and 85 through 97 in Phase II of the Lands and that portion of the common property designated for the exclusive use of the commercial Strata Lots.

"Common Property" means land and buildings of a strata plan that is not comprised in a Strata Lot as defined by the ACT;

Communication with Owners will be sent via mail;

"Condominium" means a self-owned Strata Lot townhome;

"Contribution" means any assessment levied pursuant to these bylaws;

"Council" means the duly elected Strata Council of the Corporation;

"Due Notice" means a notice given by prepaid post to the address on record of the Owner to be served. Such notice shall be deemed received four days after mailing;

"Executive" means the Commercial Executive or the Residential Executive as the context may require.

"Garage" means that underground area of the common property of the Corporation designated for the parking of motor vehicles;

"Guest" means a person who lives temporarily in a unit at the invitation of an Owner or tenant;

"Invitee" includes a licensee, customer and client.

"Lands" means those certain lands situate in the City of Vancouver, in the Province of British Columbia and more particularly described as:

Strata lots 1 - 97
District Lot 302
Strata Plan LMS 163

"Limited Common Property" means common property designated for the exclusive use of the Owners of one or more Strata Lots;

"Manager" means Property Manager;

"Moving In/Out Time" means the time fixed by Council for moving furniture in or out of a unit;

"Noise" includes any loud outcry, clamor, shouting or movement, or any sound that is harsh or undesirable;

"Non Resident Owner" means an Owner who is not an occupant of his/her unit but leases or rents it to a tenant;

Notices - all notices of Annual or Special General Meeting will be sent via mail to the last known address of the Strata Lot Owner;

"Occupant" means a person who resides in a unit and includes a child and/or guest, lessee and tenant (and all person claiming by or through them);

"Ordinance" means a municipal statute passed by City Council;

"Owner" means a person or firm registered as Owner of a Strata Lot in Strata Plan LMS 163, as defined by the Strata Property Act.

"Penalty" means a fine fixed and levied against an Owner for breach of a provision of the ACT, the Bylaws or Rules and Regulations of the Corporation;

"Pets" means domesticated house animals;

"Premises" means land and buildings of Strata Plan LMS 163.

"President" means the person duly elected by Council members for the term of one year, the President speaks for the Corporation;

"Property Manager" means a person or firm or a person designated by such a firm, employed by the Council to perform the administrative work of the Corporation;

"Resident" means an Owner or tenant who lives in a unit on the premises;

"Residential Executive" means the executive elected by the Owners of the Strata Lots of the Residential Section from time to time.

"Residential Section" means Strata Lots 1 - 32 in Phase I, and 33 - 65, and 76 - 84 in Phase II of the Lands and that portion of the common property designated for the exclusive use of the residential Strata Lots.

"Restrictions" means a restraint, effected by a Bylaw or rule;

"Rules & Regulations" means rules made and published by Council and regulations made by Council and approved by a meeting of the Owners;

"Sanitation" means all matters pertaining to health and in general to garbage, sanitary plumbing and cleanliness;

"Section" means a section of the Strata Property Act BCRS Chapter 43;

"Security" means all matters pertaining to building security, access to common areas, master keys, visitors and fire regulations;

"Special Levy" means any levy duly passed by Owners at a General Meeting, other than a regular monthly fee;

"Strata Building" means the dwelling structures possessed by the Owners of Strata Plan LMS 163;

"Strata Corporation" means the Corporation formed by the Owners of Strata Plan LMS 163, known as Cartier Place to exercise the duties and powers vested by the ACT;

"Strata Council" means the Council elected and representing the Owners of Strata Plan LMS 163;

"Strata Fees" means the regular monthly contribution determined by the Act to be paid by all Owners to cover expenditures;

"Strata Lot" unless the context of a particular Bylaw otherwise requires, references in these Bylaws to a Strata Lot shall be deemed to include all areas designated as limited common property for the benefit of such Strata Lot.

"Strata Plan" means a plan that delineates the boundaries of the land owned by a Strata Corporation, the building therein and includes a drawing illustrating the numbered Strata Lots and common areas;

"Tenant" means a person who rents or leases a unit from an Owner and occupies such unit under a rental agreement or lease;

"Title" means a numbered certificate evidencing Ownership of a Strata Lot;

"Unit" means a numbered Strata Lot townhome.

STRATA PLAN LMS 163 - CARTIER PLACE

BYLAWS

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

Payment of strata fees

- 1 An Owner must pay strata fees in accordance with section 35.6 of these Bylaws.

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 and/or exclusive use common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation pursuant to these Bylaws.
 - (3) An Owner shall promptly carry out all work that may be ordered by any competent public or local authority in respect of his or her Strata Lot other than work for the benefit of more than one Strata Lot or for the building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Strata Lot.
 - (4) An Owner shall promptly pay as they become due all rates, taxes, charges, utilities, power charges and outgoings and assessments (including all assessments levied by the Strata Corporation from time to time) that may be payable in respect of his Strata Lot.
 - (5) An Owner shall keep clear from leaves, moss, algae, snow, ice or slush any common property designated as limited common property for the exclusive use of his Strata Lot. Balconies and patios are to be washed with a minimum of soap and water to avoid spillage onto adjacent areas.

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 unusual or objectionable noise or odor,
 - (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 inconsistent with the intent of these Bylaws,

- (e) complies strictly with the bylaws and all rules adopted from time to time by the Strata Corporation, and by the separate section of which the Owner is a member.
- (2) Secondary suites within Residential Strata Lots are prohibited. Should any Owner of a Strata Lot be found to have constructed a secondary suite within his or her or any other Strata Lot located in the Strata Plan, the Strata Council shall be entitled to take any one or more of the following actions:
 - (a) take all necessary steps to remove the secondary suite;
 - (b) notwithstanding section 27 (1) of these Bylaws, levy a fine not to exceed \$50.00 per day for each day the Owner is in contravention, such fine to be added to and form part of the month's assessment or levy to be collected by the Strata Council from the Owner of the Strata Lot, and the Strata Council is hereby authorized to take all necessary steps to collect such amounts from any Owner;
 - (c) evict the tenant in accordance with section 138 of the Strata Property Act;
 - (d) seek a declaration from any Court of competent jurisdiction with regard to the enforcement with limitation and/or an injunction to prevent the continuation of the secondary suite within a Strata Lot; and upon receiving such declaration or injunction, costs shall be the responsibility of the Strata Lot Owner contravening the provisions of the Bylaw and shall be recoverable on a solicitor and own client basis by the Strata Corporation; and
 - (e) should any portion of Bylaw 3 (2) be deemed unenforceable by any competent jurisdiction, then for purposes of interpretation and enforcement of the Bylaw, each sub-paragraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (3) A Strata Lot shall not be used for commercial or professional purposes which may be illegal or contrary to any governmental or municipal rules or ordinances or is injurious to the reputation of the condominium development or its Owners. Home occupation use may be permitted in Residential Strata Lots subject to the provisions of the applicable municipal Bylaw. (see Rules & Regulations)
- (4) Residential Strata Lots shall be used exclusively as a private dwelling home for one family, which may include a live-in housekeeper or nurse. No more than five (5) persons may reside in a two bedroom Strata Lot, and no more than three (3) persons may reside in a one bedroom Strata Lot (whether adult or minor).

- (5) (a) When the purpose for which a Strata Lot is intended to be used is shown expressly or by implication on or by the registered Strata Plan, the Strata Lot shall not be used for any other purpose, or permitted to be so used.
- (b) An Owner of a Strata Lot in the Commercial Section shall be at liberty to carry on any and all lawful businesses in such Strata Lot at all hours and on all days subject only to compliance with all applicable laws, bylaws, rules and regulations of all governmental authorities of competent jurisdiction.
- (c) The Strata Corporation shall not interfere with nor prevent any lawful business from being conducted in the Commercial Section; and no bylaw, rule or regulation shall be passed by the Strata Corporation which either directly or indirectly has the effect of unreasonably interfering with or preventing an Owner or occupant from carrying on a lawful business in accordance with Bylaw 5 (b).
- (d) The provisions of bylaw Division 1 (5) shall not be repealed, amended or altered in any respect whatsoever unless by $\frac{3}{4}$ Vote Resolution of all of the Owners in the Commercial Section.
- (6) The Strata Lot shall not be used as a motel or hotel accommodation for transient residents.
- (7) 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 insure under section 149 of the Act.
- (8) Everything shall be done to reduce fire hazards and nothing shall be brought into or stored on a Strata Lot, the common property or limited common property which will in any way increase or tend to increase the risk of fire, the rate of any insurance policy or which will in any way increase or tend to increase the risk of fire, the rate of any insurance policy or which will invalidate any insurance policy held by the Strata Corporation or Strata Lot Owners.
- (9) (a) Smoking is prohibited in all common areas within the building and garage.
- (b) No material substances, especially burning material such as cigarettes or matches shall be thrown out or permitted to fall out of any window, door, balcony or other part of a Strata Lot, common property or limited common property.
- (10) Natural (cut) Christmas trees are not permitted.

- (11) An Owner shall not allow his or her Strata Lot and limited common property to become untidy or unsanitary. Rubbish, dust, garbage, boxes, packing cases or the like shall not be thrown, piled, or stored on the Strata Lot, limited common property or common property. The Strata Council shall be at liberty to remove rubbish and clean up the limited common property, common property or Strata Lot and charge the expense to the Owner involved.

The Owner must obtain prior approval from the Strata Council in order to have, place or store any type of storage, bins or containers on the patios or balconies. Mats or rugs outside apartment doors will not be permitted. Occupants are not to bring grocery carts inside the building, or to abandon them anywhere on the common property. (This does not apply to private carts, buggies or wheelchairs where reasonable care is taken to prevent outside dirt from tracking into the common area.)

- (12) An Owner or occupier of a Strata Lot shall not deposit refuse or garbage on or about the common property other than in the designated containers. Any material other than ordinary household refuse or garbage shall be removed from the property by the Owner at his/her cost.

All garbage, including newspaper, must be suitably WRAPPED AND BAGGED so as not to leak liquids in the common areas, and placed directly into the garbage container. Cardboard containers must be flattened and placed in the recycling container.

- (13) An Owner shall endeavor to conserve and maintain the plumbing and electrical systems and shall be responsible for the repair of any damage to such systems caused by his wrongful act or negligence or by the wrongful act or negligence of the occupant of his Strata Lot; and an Owner shall not permit a condition to exist within his Strata Lot which will or may result in the wasting or excess consumption of any common water or electrical supply.
- (14) An Owner shall indemnify and save the Strata Corporation harmless from all claims, actions, suits and causes of action and from the full expense of defending the same (including solicitor's charges calculated as between solicitor and client) and from the expense of any maintenance, repair or replacement rendered necessary to the common property, common facilities, other assets of the Strata Corporation or to any Strata Lot arising from or referable to any act, neglect, negligence, omission or carelessness on his part. An Owner's liability under this Bylaw shall be diminished to the extent that the Strata Corporation recovers or is entitled to recover under any policy or policies of insurance maintained by the Strata Corporation or to the extent that the Strata Corporation would have made recovery in the event that it had maintained insurance to the extent that it is required by law (whichever shall be greater).

- (15) The Owner of a rented or leased Strata Lot is responsible for the cleanliness of the lot.
- (16)
 - (a) **Pets** - A residential Owner or occupant shall not keep any dog of any kind in any Strata Lot of the Strata Corporation, with the exception of dogs existing in the building as at November 15, 1992.
 - (b) If the Strata Corporation, on reasonable grounds, considers a pet to be a nuisance, such pet shall not be kept on the premises after fifteen (15) days notice in writing to that effect is given to the Owner, or the Owner of the Strata Lot where it is kept.
 - (c) Any Owner who contravenes these regulations or allows any of them to be contravened by his visitors, or invitees will be subject to a fine of \$50.00 per day for each day in which such contravention occurs.
 - (d) The Strata Council shall establish a register of pets existing in the building at January 31, 2002, identifying each pet that may lawfully be kept, its Owner, and the Strata Lot in which the pet resides. The Owner of each pet shall cause his pet to be registered in the Strata Council register within fourteen days of the approval of the Bylaw.
 - (e) Dogs which are removed from Strata Plan LMS 163 shall not be replaced.
 - (f) No Strata Lot Owner shall feed pigeons, gulls or other birds, squirrels, rodents or other animals from their Strata Lot or anywhere in close proximity to the Strata Plan or within Cartier Place boundaries.
- (17)
 - (a) **Parking** - The Commercial Executive shall administer the parking spaces designated for use by the Owners of the Strata Lots in the Commercial Section; and the Residential Executive shall administer the parking spaces designated for use by the Owners of the Strata Lots in the Residential Section.
 - (b) An Owner to whom a parking space is allocated by an Executive may use such space for parking or permit the same to be used for parking by a resident or invitee. If an Owner levies a charge, he shall be entitled to retain it and shall not be accountable for it to the Section or to the Strata Corporation.
 - (c) Unauthorized vehicles in designated parking spaces, or improperly parked vehicles, will be towed at the vehicle Owner's expense.

- (d) If an Owner levies a charge for the use of his parking space, he shall pay for such increases (if any) in insurance premiums as may be levied by the Strata Corporation's insurer.
- (e) Only vehicles with current registration and insurance in force or a vehicle with off road insurance, including third party liability shall be allowed in the secured parking areas except with special permission of the Strata Council, which permission shall not be unreasonably withheld. Parking of vehicles other than those owned or leased by a resident or their house guests is prohibited.
- (f) An Owner shall not permanently park, or permit to be permanently parked, any trailer, camper truck, mobile home, utility trailer with boat or commercial truck upon the common property of the complex without firstly obtaining the written approval of the Strata Council. Any such vehicles or trailers must not exceed 6,000 pounds (GVW) and cannot exceed the dimensions of a typical parking space.
- (g) Vehicles dripping excess oil, gasoline or any other fluids will be prohibited from parking until repaired. Owners of vehicles causing staining from such fluids shall, when notified by the Strata Council, clean up all areas affected. Failure to do so within seven (7) days of receipt of the notice shall result in the Strata Council cleaning the areas and charging the Owner with the cost incurred, including the temporary removal and replacement, if required.
- (h) No repairs of any kind shall be carried out in the parking areas or any common areas adjacent to Cartier Place.
- (i) Vehicles may be washed only at designated locations (if applicable) and persons washing vehicles must hose down all dirt and remove excess water resulting from the vehicle washing.
- (j) No storage of any kind is permitted in the parking areas other than within designated storage areas.
- (k)
 - i) Designated and numbered parking spaces on the property are assigned by the Strata Council and limited to the use of the Owners and their guests only. A monthly fee is charged for extra parking. Priority firstly is to Owner residents.
 - ii) Mutual exchanges or rearrangement of parking assignments must be approved by the Strata Council in order to keep records and priority updated. Agents or Owners re-renting apartments are not allowed to advertise or include the previous tenant's extra parking assignment.

- (l) Vehicles backing into any of the parking spaces must take care not to damage walls, curbs or other fixed objects. Owners will be held responsible for any damage.
- (18) Cycling, rollerblading, skateboarding or the use of other non-motorized wheeled apparatus on common property is prohibited.

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.

Obtain approval before altering a Strata Lot

- 5 (1) An Owner must obtain the prior written approval of the Strata Corporation before making an alteration to a Strata Lot that involves any of the following:
 - (a) the structure of a building;
 - (b) walls or floors interiors or exterior to the Strata Lot;
 - (c) the exterior of a building;
 - (d) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (e) doors, windows or skylights on the exterior of a building;
 - (f) fences, railings or similar structures that enclose a patio, balcony or common or limited common property;
 - (g) common property located within the boundaries of a Strata Lot;
 - (h) those parts of the Strata Lot which the Strata Corporation must insure under section 149 of the Act.
- (2) (a) The Strata Corporation must not unreasonably withhold 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(s), provide satisfactory evidence that the alteration(s) comply with all building codes, that all necessary permits have been obtained, and in the case of structural alterations, provide a written opinion from a qualified architect, engineer or similar professional indicating the structural

integrity of the building has been maintained, and execute an Indemnity Agreement. All costs associated with obtaining the aforesaid information shall be the responsibility of the Owner requesting the alteration(s).

For greater certainty, a structural alteration is defined to be any alteration which results in a difference between the physical layout of the Strata Lot and the "as built drawings" which were provided to the Strata Corporation by the developer, and shall include any removal, addition or alterations of any wall, doorway, floor or ceiling or which will change the normal use of the room.

Under no condition will an alteration other than balcony enclosures be permitted which alters the exterior appearance of the building without approval of the Owners by $\frac{3}{4}$ vote resolution.

- (b) **Solariums** - Residential Owners wishing to install solariums on their balcony, must first apply in writing to the Strata Council. Installations must be in accordance to City Building Bylaws and blend in with the structural components of the Cartier Place Building. It will be essential to protect the architectural unity and appearance from one balcony to the next. The Strata Council will maintain a set of building plans and construction details and assistance if required. The Strata Council reserves the right to reject any such application. Such approval shall not be unreasonably withheld.
- (3) (a) **Residential Section** - No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or a Residential Strata Lot without prior written consent of the Strata Council.
- (b) **Commercial Section** - An Owner of a Strata Lot in the Commercial Section may erect such sign, billboard, notice or advertising matter on any part of his Strata Lot or of the limited common property to which he is entitled (either exclusively or in conjunction with others) with the prior written consent of the Commercial Executive, provided always that he complies with all applicable laws (if any) of all governmental and other regulatory authorities of competent jurisdiction. The inconsistency of a proposed sign with any scheme of signs adopted by the Commercial Section shall constitute a reasonable ground for refusing consent. If the Commercial Executive shall delay in responding to an application for consent to the erection of a sign for a period of thirty days after delivery to it of all reasonable particulars of such proposed sign (together with reasonable evidence of compliance with all applicable laws of all governmental and other regulatory authorities of competent jurisdiction and the scheme of signs adopted by the Strata

Corporation), such failure to respond shall constitute consent to such proposed sign by the Commercial Executive.

- (4) No awning, shade screen, smoke stack, radio or television antenna and/or satellite dish shall be hung from, protrude out of, be placed on or attached to the exterior of the Strata Lot, without prior written consent of the Strata Council.
- (5) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, decks, patios, or other parts of the Strata Lot so that they are visible from the outside of the building.
- (6) The placing of items on patios and balconies shall be limited to hanging baskets, free standing self-contained planter boxes, summer furniture and accessories, and barbecues (fueled by natural gas, propane gas or electricity only). Any damage, other than normal wear and tear, to patios or balconies caused by items placed by an Owner shall be repaired at the expense of the Owner of the Strata Lot. Gas barbecues stored indoors, including garages, must have the propane tanks removed and stored separately away from the unit, on the deck or the patio. The use of barbecues may not unreasonably interfere or be offensive to other occupants of adjacent Strata Lots.
- (7) The outside of the buildings shall be uniform in colour.
- (8) Drapes or blinds visible from the exterior of any Strata Lot shall be cream or white in colour. No enclosures of limited common property, including, without limitation, any balcony or patio or other structural alterations either to the interior or the exterior of the building or Strata Lot shall be made without the previous written consent of the Strata Corporation having been first obtained.
- (9) No alterations to the electrical, wiring, plumbing, piping, venting, gas supply, telecommunication or other services on the Strata Lot or within any walls or on the common property shall be made without the previous written consent of the Strata Corporation having been first obtained
- (10) The provisions of this bylaw shall be read subject to the division of powers and duties between the Sections.

Obtain approval before altering common property

- 6 (1) An Owner must obtain the prior written approval of the Strata Corporation before making an alteration to common property, limited common property, or common assets, including, but not limited to, the painting of the exterior, attachment of sunscreens or greenhouses.

- (2) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses related to the alteration.
- (3) The Schedule of Indemnity Agreements attached hereto as Schedule "A", denoting those Strata Lots whose common area alterations are subject to a registered Indemnity Agreement, is and forms part of these Bylaws.

Permit entry to Strata Lot

- 7 (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,
 - i) to inspect, repair or maintain common property, common assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure pursuant to section 149 of the Act, or
 - ii) for the purpose of inspecting the lot and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot and capable of being used in connection with the enjoyment of any other Strata Lot or common property, or
 - iii) for the purpose of ensuring that the Bylaws are being observed.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 - Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 8 (1) The Strata Corporation shall:
- (a) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators (if any), recreational facilities (if any), and any apparatus and equipment used in connection with the common property, common facilities or other assets of the Corporation;

- (b) maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas, public halls and lobbies;
 - (c) maintain and repair, including renewal where reasonably necessary the pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one Strata Lot or common property;
 - (d) maintain and repair the exterior of the buildings, including the decorating of the whole of the exterior of the buildings, but excluding windows, doors, balconies and patios included in the Strata Lot.
- (2) The Strata Corporation shall repair and maintain:
 - (a) 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,
 - ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) fences, railings and similar structures that enclose patios, balconies and yards;
 - (b) a Strata Lot in the Strata Plan, but the duty to repair and maintain is restricted to
 - i) the structure of a building,
 - ii) the exterior of a building,
 - iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - iv) railings and other similar structures that enclose patios, balconies and yards.
- (3) The Strata Corporation shall not be financially responsible to an Owner for any loss, damage or expense to the Owner caused by an overflow or leakage of water arising from the Strata Lot or any adjoining Strata Lots where such leakage or overflow results from the wrongful act or neglect of any Owner.

- (4) Where the Strata Corporation is required to enter a Strata Lot for the purpose of maintaining, repairing, or renewing pipes, wires, cables, and ducts for the time being existing in the Strata Lot and capable of being used in connection with the enjoyment of any other Strata Lot or the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Strata Lot occasioned by such works and restore the Strata Lot to its former condition, leaving the Strata Lot clean and free from debris.
- (5) In the event of an emergency occurring in a Strata Lot whose occupant cannot be contacted, access for protection of common property or safety may have to be gained by force at the Owner's expense.
- (6) An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair, or replacement rendered necessary to the common property or from liability to any member of his or her family or tenant or their guests, servants, agents, and invitees but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.
- (7) An Owner shall not cause damage to trees, plants, bushes, flowers, or lawns and shall not place chairs, tables or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally.
- (8) An Owner, or any other occupant of a Strata Lot, shall not, without the prior written consent of the Strata Council, plant a vegetable garden on the common property.

Powers of the Strata Corporation

- (1) The Strata Corporation shall:
 - (a) collect and receive all contributions toward the common expenses paid by the Owners and deposit the same with a savings institution;
 - (b) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of the Corporation;
 - (c) be at liberty to assess and collect interest as specified by the Strata Property Act;
 - (d) enforce the Bylaws, Rules and Regulations of the Strata Corporation;

- (e) give authority to a readily accessible resident representative and the authorized management company to grant entry to the common property to the municipal departments of Building, Health, Assessment and Fire for emergency or inspection purposes;
 - (f) comply with notices or orders by any competent public or local authority requiring repairs or work to be done in respect to the land included in the Strata Plan or buildings, common facilities, or assets of the Strata Corporation.
- (2) The Strata Corporation may:
 - (a) borrow money required by it in the performance of its duties or the exercise of its powers;
 - (b) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
 - (c) invest as it may determine in separate accounts money in the fund for administrative expenses, or in the Contingency Reserve Fund;
 - (d) purchase, hire or otherwise acquire personal property for use by Owners in connection with their enjoyment of common property, common facilities or other assets of the Corporation;
 - (e) make an agreement with an Owner or occupier of a Strata Lot for the provision of amenities or services by it to the Strata Lot or to the Owner or occupier;
 - (f) grant an Owner the right to exclusive use and enjoyment of common property, or special privileges for them, the grant to be determinable on reasonable notice, in accordance with section 76 of the Strata Property Act;
 - (g) designate an area as limited common property and specify the Strata Lots that are to have the use of the limited common property;
 - (h) join any organization serving the interests of the Strata Corporation and assess the membership fee in the organization as part of the common expenses;
 - (i) obtain and retain by contract the services of a professional real property management firm or professional real property manager (the Manager) for such purposes and on such terms as the Council may from time to time decide.

Corporate Seal

The Strata Corporation shall have a corporate seal, which shall not be used except by authority of the Council previously given and in the presence of the members of the Strata Council or at least two members of it, who shall sign every document to which the seal is affixed. Where there is only one member of the Strata Corporation, his or her signature is sufficient for the purpose of this section, and, if the only member is a Corporation, the signature of the appointed representative on the Strata Council shall be sufficient for the purpose of this section.

Division of Powers/Duties Between the Sections

The Provisions of this Division shall be read subject to the division of powers and duties between the Sections.

- (a) The Strata Corporation shall maintain at any branch within British Columbia of any bank, trust company, or credit union an account in respect of those financial matters which are under the control of the Strata Council. The Strata Council shall designate the authorized signing officers of the account(s) under its control. The Commercial and Residential Sections may likewise maintain accounts in respect to those financial matters under their control and the respective Sections shall designate the authorized signing officers of the account(s) under their control.
- (b) Subject to the Act, the powers and duties of the Strata Corporation may be respectively assumed and exercised on its behalf by the Strata Council in respect of those matters related to the maintenance, control and management of the Strata Corporation's common property, common facilities, and common assets.
- (c) Subject to the Act, the powers and duties of the Strata Corporation may be respectively assumed and exercised on its behalf by the respective Executives in respect of those matters which relate exclusively to the respective Sections including (but not limited to) maintenance and repairs exclusively referable to the respective Section, but nothing herein shall be construed as permitting the Section to incur debts or enter into contracts in the name of the Strata Corporation.
- (d) The Strata Council shall have the responsibility for, but not necessarily be limited to:
 - (i) the arrangement and maintenance of insurance for the Strata Corporation;
 - (ii) the determination, collection and maintenance of the contingency reserve fund;

- (iii) all maintenance repairs and exterior decorating of the common property.
- (e) If a dispute shall arise between the Executives and/or between an Executive and the Strata Council concerning jurisdiction with respect to a matter, the decision of the Strata Council shall be binding upon the respective Section subject to the right of the Section to refer the matter to arbitration pursuant to Section 175-189 of the Act.

Division 3 - Council and Executives

Council size

- 9**
- (1) The Strata Council shall consist of not less than five nor more than seven Owners and shall be elected at each Annual General Meeting.
 - (2) The Owners of the Strata Lots in the Commercial Section shall collectively have the right to elect two nominees who need not be an Owner nor have any interest whatsoever in any Strata Lot to the Strata Council and in the event of any one or more of such nominees ceasing to be a member of the Strata Council, to have the further right to replace the same. Such nominees shall be selected by ordinary resolution of the Commercial Section.
 - (3) The Owners of the Strata Lots in the Residential Section have the collective right to elect five Owners to the Strata Council and in the event of any one or more of such Owners ceasing to be a member of the Strata Council, to have the further right to replace the same. Such Owners shall be selected by ordinary resolution of the Residential Section.
 - (4) The remaining members of the Strata Council shall be elected by simple majority of the Owners at the Annual General Meeting.

Council members' terms

- 10**
- (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 Council member

- 11**
- (1) 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 may hold an election at the same annual or Special General Meeting to replace the Council member for the remainder of the term.

Vacancies

- 12 (1) The office of a member of the Strata Council shall be vacated if the member:
 - (a) by notice in writing to the Strata Council resigns his or her office, or
 - (b) ceases to be an Owner, or
 - (c) is eligible to be liened, or
 - (d) becomes of unsound mind, or
 - (e) is in contravention of any Bylaw for a period exceeding 30 days.

Replacing Council member

- 13 (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

- 14 (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

- 15**
- (1) The Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit subject to any provisions of the Strata Property Act.
 - (2) 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.
 - (3) The notice does not have to be in writing.
 - (4) 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.
 - (5) The Council must inform Owners about a Council meeting as soon as feasible after the meeting has been called.

Requisition of Council hearing

- 16**
- (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

- 17** (1) A quorum of the Council is 2 where the Council consists of 4 or less members, 3 where the Council consists of 5 or 6 members, and 4 where it consists of 7 members.
- (2) Council members must be present in person at the Council meeting to be counted in establishing a quorum.
- (3) Any Strata Council member having a duality of interest or possible conflict of interest on any matter shall not vote or use his or her personal influence on the matter and he or she shall not be counted in determining the quorum for the meeting. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting and the quorum situation.

Council meetings

- 18** (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, providing they notify the President at least 24 hours in advance of the meeting.
- (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 hearing under section 144 of the Act;
 - (c) any other matters if the presence of the observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

Voting at Council meetings

- 19** (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

- 20** The minutes of the Strata Council and General Meetings will be made available within 30 days of the date of the meeting.

Delegation of Council's powers and duties

- 21**
- (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 should be fined, and the amount of the fine, or
 - (b) whether a person should be denied access to a portion of the common property.

Strata Council Executive

- 22**
- (1) The Strata Council Executive shall consist of not less than three (3) members of the elected Strata Council.
 - (2) Members of the Strata Council Executive shall be elected exclusively by the Strata Council members at the first meeting of the Strata Council held after each Annual General Meeting.

- (3) The Strata Council Executive may convene meetings from time to time and with respect to such meetings the provisions of Bylaw 15 shall be applicable mutatis mutandis.
- (4) The Strata Council shall keep and maintain minutes of all meetings of the Strata Council Executive.

Spending restrictions

- 23**
- (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), the Council or its designate may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
 - (3) The maximum amount of unapproved expenditures is established at \$2,000.00 or 10% of the annual operating budget, whichever is the greater.

Limitation on liability of Council member

- 24**
- (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.
 - (3) The standard of care and conduct for Strata Council members shall be as follows:
 - (a) All Strata Council members shall exercise their powers and duties in good faith and in the interest of and with the utmost loyalty to the Strata Corporation and the Owners. All Council members shall comply with all provisions of the Strata Corporation's Bylaws, Rules and Regulations and the provisions of the Strata Property Act.
 - (b) Any duality of interest or possible conflict of interest on the part of any Strata Council member shall be disclosed to the other Council members at the first meeting of the Strata Council at which the interested Strata Council member is present after the conflict of interest is or should be discovered. Such disclosure shall be made a matter of record in the minutes of the Strata Council meeting at which the disclosure of the conflict of interest is made.

- (c) Any contract or transaction between the Strata Corporation and a Strata Council member must be commercially reasonable to the Strata Corporation at the time it is authorized, ratified, approved or executed.
- (d) Any Strata Council member having a duality of interest or possible conflict of interest on any matter shall not vote or use his or her personal influence on the matter and he or she shall not be counted in determining the quorum for the meeting. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting and the amended quorum situation.
- (e) Notwithstanding the generality of the foregoing, for purposes of this policy a Strata Council member shall be deemed to be so interested if he or she is a principal, officer or employee or has a financial interest exceeding \$500.00 in the firm.
- (f) The foregoing requirements shall not be considered as preventing the Strata Council member from briefly stating his or her position in the matter, nor from answering pertinent questions of other Strata Council members since his or her knowledge may be of great assistance.

Commercial & Residential Sections

- 25**
- (1) The Commercial Executive shall consist of such number of persons as may from time to time be determined by the Owners of the Strata Lots in the Commercial Section by ordinary resolution.
 - (2) The Residential Executive shall consist of such number of persons as may from time to time be determined by the Owners of the Strata Lots in the Residential Section by ordinary resolution.
 - (3) Members of the Commercial Executive shall be elected exclusively by the Owners of the Strata Lots in the Commercial Section; and members of the Residential Executive shall be elected exclusively by the Owners of the Strata Lots in the Residential Section.
 - (4) An Executive may convene meetings of the Owners of the Strata Lots in its Section from time to time and with respect to such meetings the provisions of Division 5 shall be applicable mutatis mutandis. Owners of the Strata Lots in one Section shall not, as such, be entitled to attend or vote at a meeting of the other Section nor to receive notice thereof.
 - (5) The provisions of Division 3 shall apply mutatis mutandis to meetings of an Executive.

- (6) The provisions of Division 5 shall apply mutatis mutandis to meetings of a Section.
- (7) An Executive shall keep and maintain minutes of all meetings of the Section and of the Executive.

Division 4 - Enforcement of Bylaws and Rules

Violation of Bylaws

- 26** (1) An infraction or violation of these Bylaws or any Rules and Regulations established under them on the part of an Owner, his or her employees, agents, invitees or tenants may be corrected, remedied or cured by the Strata Corporation.
- (2) Any costs or expense so incurred by the Corporation shall be charged to that Owner and shall be added to and become a part of the assessment of that Owner for the month next following the date on which the costs or expense are incurred, but not necessarily paid by the Corporation, and shall become due and payable on the date of payment of the monthly assessment.
- (3) The Strata Corporation may recover from an Owner by an action for debt in a Court of competent jurisdiction money which the Strata Corporation is required to expend as a result of an act or omission by the Owner, his or her employees, agents, invitees or tenants, or an infraction or violation of these Bylaws or any Rules and Regulations established under them, and there shall be added to any amount found due, all costs of such action including costs as between solicitor and own client expenses on an indemnity basis.

Maximum fine

- 27** (1) The Strata Corporation may fine an Owner or tenant a maximum of
- (a) \$200.00 for each contravention of a Bylaw, and
 - (b) \$50.00 for each contravention of a rule.
- (2) Pursuant to the provisions of section 171 (4) of the Strata Property Act, the authorization referred to in subsection (2) of that section is not required for a proceeding under the Small Claims Act against an Owner or other person to collect money owing to the Strata Corporation, including money owing as a fine.

Continuing contravention

- 28** 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

- 29** (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

- 30** (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 participate in the discussion at the meeting, but only if permitted to do so by the chair of 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.

Voting

- 31** (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 a 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, or Chairperson, may break the tie by casting a second, deciding vote.
- (6) 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.

Order of business

- 32** (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) If at the appointed time for a General Meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty (30) minutes, whereupon the adjourned meeting shall be reconvened at the same time and place and the persons present, entitled to vote, shall constitute a quorum.
- (3) All notices of Annual or Special General Meetings will be sent via mail to the last known address of the Strata Lot Owner.

Division 6 - Dispute Resolution

- 33** A dispute among Owners, tenants, the Strata Corporation or any combination of them shall be resolved in accordance with the powers, authorities and limitations set out in sections 129 - 138 and 170 - 173 of the Strata Property Act.

Division 7 - Finances

Common expenses

- 34**
- (1) The Strata Lot Owner's contribution to the common expenses of the Strata Corporation shall be levied in accordance with this Bylaw.
 - (2) The Strata Plan consists of more than one or more type of Strata Lot. The common expenses shall be apportioned in the following manner:
 - (a) common expenses attributable to one or more type of Strata Lot shall be allocated to that type of Strata Lot and shall be borne by the Owners of that type of Strata Lot in proportion that the unit entitlement of the Strata Lot bears to the aggregate unit entitlement of all types of Strata Lots concerned,
 - (b) common expenses not attributable to a particular type or types of Strata Lot shall be allocated to all Strata Lots and shall be borne by the Owners in proportion to the unit entitlement of their Strata Lots.
 - (c) Where a Strata Plan includes limited common property, expenses attributable to the limited common property which would not be expended if the area had not been designated as limited common property shall be borne by the Owners of the Strata Lots entitled to use the limited common property in proportion to the unit entitlement of their Strata Lots.
 - (d) If premiums of insurance payable by the Strata Corporation are increased by reason of the use being made of a Strata Lot, the amount of such increase shall be directly recoverable from the

Owner of such Strata Lot as part of his contributions to the Strata Corporation.

- (e) (i) The following expenses of the Strata Corporation shall be contributed to by the Owners of all the Strata Lots within the Strata Corporation in proportion to their respective unit entitlement: ie. 72.4% Residential, 27.6% Commercial:

- Insurance/insurance claims
- Audit
- Fire protection/emergency generator
- Appraisals
- Management fees
- Janitorial services
- General meetings
- Legal expenses
- Council administration
- Bank charges
- Roof repairs
- Duplicating/postage
- Snow removal
- Reserves
- Landscaping
- Emergency generator
- Fire protection equipment
- Plumbing repairs
- Mechanical maintenance
- Extermination
- General maintenance
- Exterior painting
- Telephone lines
- Locks & keys
- Repairs - exterior
- Supplies

Water and sewer maintenance expenses of the Strata Corporation shall be contributed to by the Owners of all Strata Lots within the Strata Corporation as follows:

- 27.6% residential
- 72.4% commercial

Water and sewer maintenance expenses attributable to the commercial Owners shall be apportioned as follows:

- (A) Those Strata Lots with water meters (Strata Lots 67, 85, 90, 94 and 95) shall be invoiced quarterly based on actual

consumption in accordance with commercial water rates as set by the City of Vancouver.

- (B) Those units without water meters shall be charged a \$10.00 per month standby charge.
 - (C) Those commercial Strata Lots without water meters shall cause a water meter to be installed upon the sale of the Strata Lot or upon the lease of the Strata Lot to a tenant deemed by the Commercial Executive to be a high demand user.
 - (D) All costs associated with the installation of water meters shall be borne by the affected Strata Lot Owner.
 - (E) All costs associated with the administration of water charges to the commercial Strata Lots shall be borne by the Commercial Section.
- ii) The residential section shall bear the total cost of:
- Security monitoring
 - Boiler maintenance
 - Hallway painting
 - Hallway carpet cleaning
 - Heating fuel
 - Interior repairs
 - Enterphone

Annual Budget and Maintenance Assessments

- 35**
- (1) At each Annual General Meeting the Strata Corporation shall prepare an annual budget for the following 12 month period and all Owners shall pay a monthly assessment in accordance with their unit entitlement.
 - (2) The respective Sections may present a budget for approval at the Annual General Meeting and the Sections shall collect such additional assessments as may be approved based upon such approved budgets.
 - (3) Prior to the 1st day of the last month of the fiscal year the Strata Corporation shall cause to be prepared a budget setting out by categories its best estimate of the common expenses of the Strata Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements.
 - (4) Prior to the 15th day of the last month of each fiscal year the Strata Corporation shall mail to each Owner a copy of the proposed budget for the ensuing calendar year together with a notice of the assessment for his contribution towards the common expenses of that year.

- (5) The common expenses set forth in each assessment shall be payable to the Strata Corporation, or to any other persons, firm or Corporation to whom the Strata Corporation shall direct payment to be made from time to time, in twelve (12) equal monthly instalments, in advance, commencing on the 1st day of the fiscal year.
- (6) Monthly maintenance payments are due and payable on the 1st day of each month in advance. Maintenance fees not received within fifteen (15) days of the due date shall be subject to a \$50.00 administration fee in addition to late payment interest as set by the regulations (Strata Property Act). Payment plus interest and administration fee not received by the 15th day of the following month and each month thereafter will be subject to interest charges as set out in the Strata Property Act regulations. While lien eligibility for unpaid maintenance fees shall be on the 2nd day of the month the maintenance fees are due, a lien will be placed on the Strata Lot at the Owner's expense for the total monies due, including interest and administration fees, if all fees due are not paid after a 45 day period.
- (7) Within seven (7) days following written application therefore by the Owner, the Strata Corporation shall furnish to the Owner a statement setting forth as of its due date the amount of any unpaid assessments then due from such Owner.
- (8) If at any time it appears that the annual assessment of contribution towards the common expenses will be insufficient to meet the common expenses, the Strata Corporation may assess and collect a special levy against each Strata Lot in an amount sufficient to cover the additional anticipated common expenses. The Strata Corporation shall give notice of such further assessment to all Owners which shall include a written explanation setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the Strata Corporation.

Division 8 - Leasing or Renting of Strata Lots

- 36
- (1) All Commercial Strata Lots may be leased subject to the bylaws of the Strata Corporation and the provisions of the Strata Property Act and Commercial Leases Acts.
 - (2) The rental of Residential Strata Lots is hereby limited as follows:
 - (a) The purpose and objective of this bylaw shall be to establish Cartier Place as a community of Owner-occupied dwelling units in accordance with the spirit and provisions of the Strata Property Act, and the leasing of Strata Lots as a commercial enterprise or otherwise for a period definite or indefinite is, subject to the terms

of this bylaw, limited to a total of ten (10) Strata Lots at any given time.

- (b) Notwithstanding the provisions of clause a) of this bylaw, any Owner whose Strata Lot is leased in compliance with the Strata Property Act at the time of the coming into force of this bylaw may, so long as such Owner and his tenant are not in contravention of the Strata Property Act and the bylaws and rules and regulations of the Strata Corporation, continue to lease his Strata Lot to such tenant or tenants in occupation of that Strata Lot at that time, but at such time as that tenant or those tenants vacate that Strata Lot then the leasing of that Strata Lot is limited in accordance with this bylaw.
 - (c) Where the limit set out in clause a) of this Bylaw has not been reached or where, notwithstanding the limitation imposed in clause a) of this Bylaw, an Owner has been given the right to lease his Strata Lot pursuant to the terms of the Strata Property Act, that Owner may lease his Strata Lot provided he delivers the following documents to the Strata Council prior to the commencement of the term of the lease:
 - i) a copy of the lease;
 - ii) Form "K" - Notice of Tenant's Responsibilities, pursuant to the Strata Property Act, signed by the prospective tenant;
 - iii) such further information and documentation relating to the tenancy as the Strata Council may reasonably require.
 - (d) The occupancy of a Strata Lot by persons other than the registered Owner and/or his immediate family for a period in excess of one month shall be considered a lease (save and except where the Strata Lot is also occupied by one or more registered Owners) and subject to the provisions of this Bylaw.
 - (e) An Owner who leases their Strata Lot in contravention of this bylaw is subject to a maximum fine of \$500.00 per month for each month or part of the month during which the tenant occupies the Strata Lot in contravention of this Bylaw, and the amount shall become part of the assessment payable by such Owner and shall become due and payable on the first day of the month next following the month in which the Strata Council notifies the Owner of the breach.
- (3) Movement in and out of Residential Strata Lots:
- (a) Upon the sale (and conveyance) of any Strata Lot and upon issuing the Form B, or upon any rental or re-rental of any Strata Lot, a fee of

\$150.00 MOVE-IN AND OUT CHARGE shall apply to the Purchaser, or upon each change of tenancy of any Strata Lot. This fee is payable to the Strata Corporation prior to the actual moving dates to help offset wear and tear, extra cleanups and garbage pick up required, the increase in electrical and elevator consumption, and inconvenience to other occupants. Upon completion of a sale of a Strata Lot, the agent involved shall remove the advertising sign from the front of the building within seven (7) days. *(Amended by ¾ vote resolution by the owners on February 11, 2009)*

- (b) In those cases where a change of Ownership does not involve a change of occupants, an administrative fee of \$25.00 will be levied against the Strata Lot.
- (c) Prior to vacating a Strata Lot the Owner or tenant, as the case may be, shall inform the janitor and shall pay a damage deposit of \$75.00 (cash), which shall be applied against any damage to the common areas of the Strata Corporation caused as a result of the move.

Division 9 - Moving and Resale

- 37** (1) It will be the express responsibility of the Owner to ensure that all moves in and out by the Owner or resident conform to the regulations as established by the Strata Council from time to time.
- (2) No advertising for the resale or rental of a Strata Lot shall be permitted within the boundaries of the Strata Corporation, without the prior consent of the Strata Corporation.

Division 10 - Security

- 38** The level of Security of the building and the common area is the COLLECTIVE RESPONSIBILITY of all Owners. OWNERS MUST MAKE EVERY EFFORT TO ENSURE THAT EXTERIOR DOORS ARE SECURED AND KEPT LOCKED AT ALL TIMES. Owners must report any security problems that they see to the Property Manager or Strata Council as soon as possible.

NO ACCESS OR COMMON TENANT PASS KEY, OR COPY THEREOF, IS TO BE GIVEN TO ANY PERSON WHO IS NOT AUTHORIZED TO BE IN THE BUILDING, THIS INCLUDES DOOR TO DOOR PEDDLERS, AGENTS, RELIGIOUS ORGANIZATIONS, ETC. Channel 59 is the T.V. Security Channel.

Division 11 - Insurance

- 39 1) The Strata Corporation shall:
- (a) obtain and maintain insurance on buildings, the common facilities, and any insurable improvements owned by the Strata Corporation to the full replacement values as required by sections 149 and 150 of the Strata Property Act;
 - (b) on the written request of an Owner or mortgagee of a Strata Lot, produce to him/her or a person authorized in writing by him/her the insurance policies effected by the Strata Corporation and the receipts for the last premiums;
 - (c) review annually the adequacy of the insurance;
 - (d) pay premiums on policies of insurance effected by it under Sections 149 and 150 of the Strata Property Act;
 - (e) obtain and maintain insurance in respect of other perils, including liability, as provided in Sections 149 and 150 of the Strata Property Act.
- (2) In connection with insurance claims, the Strata Corporation shall have the following authority and powers:
- (a) to establish and maintain a plan for setting the deductible portion of insurance claims;
 - (b) to cause the Owner or Owners of the property being the subject matter of the deductible portion of the insurance or otherwise receiving a benefit from the insurance claim to bear all or a portion of such deductible, such portion to be decided by the Strata Corporation in its sole discretion;
 - (c) to enforce and collect all costs as determined in (a) and (b) above, including all or a portion of deductibles to be paid by the Owner of the property, borrowing costs including interest, and administrative costs in the same manner and, subject to the special powers of the Strata Corporation under this Bylaw, to the same extent that common expenses levied under the Act and the Bylaws of the Strata Corporation may be collected from Owners.
- (3) Where the individual Owner's condominium insurance standard policy and the Strata Corporation's insurance policy overlap in coverage the following policy is adopted:

- (a) Where an insurance incident occurs exterior to the walls of a condominium unit and causes damage to the property within the walls of the unit which, in the opinion of the Strata Corporation, is not caused by negligence of the Owner, the claim is against the Strata Corporation policy and the Strata Corporation funds will be used to pay the deductible;
- (b) Where an incident occurs exterior to the walls of a condominium unit and causes damage to that Owner's interior property which, in the opinion of the Strata Corporation, is caused by the Owner, the claim will be against the Strata Corporation policy; however, the property Owner will be responsible for all or a portion of the deductible. The portion of the deductible to be paid by the property Owner to be determined by the Strata Corporation in its sole discretion;
- (c) Where an incident occurs within the walls of a condominium unit and causes damage to property within the walls of the same condominium unit, the claim is against the Strata Lot Owner as a named insured on the policy, and the deductible is the responsibility of the property Owner.

Division 12 - Severability

- 40** The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any Bylaw does not affect the validity of the remaining Bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

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SCHEDULE "A"

Schedule of Indemnity Agreements

Lot #	Address	Modification	Registration date	Registration # (bylaw)
2	102-3131 Main	Installation of laminate flooring	Mar 28, 2003	BV107570
15	204-3131 Main	Installation of hardwood floors	Mar 28, 2003	BV107569
7	107-3131 Main	Flooring modification	Apr 13, 2004	BW143071
9	109-3131 Main	Flooring modification	Apr 13, 2004	BW143072
16	205-3131 Main	Hardwood flooring	Apr 13, 2004	BW143073
45	113-189 E. 16 th	Laminate flooring	Apr 13, 2004	BW143074
4	104-3131 Main	Installation of tiles	Mar 14, 2005	BX314483
6	106-3131 Main	Installation of windows	Mar 14, 2005	BX314484
12	201-3131 Main	Hardwood flooring	Mar 14, 2005	BX314485
30	309-3131 Main	Laminate flooring	Mar 14, 2005	BX314486
40	108-189 E. 16 th	Laminate flooring	Mar 14, 2005	BX314487
49	203-189 E. 16 th	Hardwood flooring	Mar 14, 2005	BX314488
77	307-189 E. 16 th	Hardwood flooring	Mar 14, 2005	BX314489
8	108-3131 Main	Hardwood flooring	Apr 20, 2006	BA 492094
10	110-3131 Main	Laminate flooring	Apr 20, 2006	BA 492093
19	208-3131 Main	Laminate flooring	Apr 20, 2006	BA 492092
31	310-3131 Main	Laminate flooring	Apr 20, 2006	BA 492091
61	301-189 E. 16 th	Laminate flooring	Apr 20, 2006	BA 492090
64	304-189 E. 16 th	Hardwood flooring	Apr 20, 2006	BA 492089
77	307-189 E. 16 th	Removal of two non-structural walls	Apr 20, 2006	BA 492088
81	311-189 E. 16 th	Laminate flooring	Apr 20, 2006	BA 492087
13	202-3131 Main	Installation of laminate flooring	Mar 16, 2007	BB 373749
20	209-3131 Main	Installation of engineered hardwood flooring	Mar 16, 2007	BB 373748
52	206-189 E. 16 th	Installation of hardwood flooring, tiles, bathroom tiles and countertop	Mar 16, 2007	BB 373747
55	209-189 E. 16 th	Improvements to Strata Lot	Mar 16, 2007	BB 373746
60	214-189 E. 16 th	Installation of laminate flooring	Mar 16, 2007	BB 373745
83	313-189 E. 16 th	Installation of hardwood flooring	Mar 16, 2007	BB 373744
84	314-189 E. 16 th	Installation of tiles and fixtures in kitchen and bathroom, laminate flooring and countertops	Mar 16, 2007	BB 373743
21	210-3131 Main	Installation of laminate/hardwood flooring	Mar 14, 2008	BB0641484
27	306-3131 Main	Installation of hardwood flooring in living room, dining room and bedroom, and replacement of kitchen cabinets	Mar 14, 2008	BB0641488
35	103-189 E. 16 th	Removal of glass door in bedroom	Mar 14, 2008	BB0641487
58	212-189 E. 16 th	Various improvements	Mar 14, 2008	BB0641486
65	305-189 E. 16 th	Installation of laminate/hardwood flooring	Mar 14, 2008	BB0641485
6	106-3131 Main	Installation of floating hardwood flooring	Mar 16, 2009	BB0763463
8	108-3131 Main	Kitchen improvements and removal of wall	Mar 16, 2009	BB0763464
36	104-189 E. 16 th	Installation of laminate flooring	Mar 16, 2009	BB0763465
82	312-189 E. 16 th	Installation of hardwood flooring in dining/living rooms and bedroom	Mar 16, 2009	BB0763466

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Rules and Policies

(Rules and Policies adopted by the ownership on January 31, 2002)

Accessory Home Occupation

1. The home occupation shall be limited to the incidental use of telephones, computers, records, and related activities pertaining directly to the type of business use requested by the Owner.
2. All activities shall be confined to and enclosed within the boundaries of the Strata Lot and shall not occupy more than 20% of the floor area of the Strata Lot.
3. No name plates, advertising or signage of any kind shall be displayed outside the Strata Lot or on the common property.
4. No goods, commodities, or equipment may be stored, displayed or sold in the Strata Lot or anywhere on the Strata Corporation's premises and no vehicles shall be stored or operated on the Strata Corporation's premises except those being used by the residents of the Strata Lot for residential purposes.
5. No more than two persons, of which both must be residents of the Strata Lot, shall be employed in the home occupation, and all related activities in the Strata Lot shall be conducted solely by these two persons.
6. No pedestrian or vehicular traffic not normally associated with the residential use of the Strata Lot shall be generated on the Strata Corporation's premises.
7. No electrical, magnetic, or radioactive equipment shall be stored, transported, or used on the premises or which will interfere with any existing telecommunication signals or utility services in the building.
8. No waste products or volume of waste products not normally associated with the Strata Lot shall be generated in or about the Strata Lot.
9. No odorous, toxic or noxious matters, or heat, glare, radiation or noise of any kind shall be discharged or emitted from the Strata Lot.
10. The residential character of the building shall not be compromised or detracted from in any way whatsoever.
11. The home occupation shall be operated at the sole risk and expense of the registered Owners of the Strata Lot and the Strata Corporation shall be indemnified and saved harmless from any suits, actions, claims or otherwise resulting from the home occupation and this implied release and waiver shall extend to that which is known or unknown, foreseen or unforeseen.
12. Nothing shall be done or permitted to be done which is in violation of the Strata Corporation's bylaws and the rules and regulations as they may be adopted pursuant thereto from time to time.

13. Nothing shall be done or be permitted to be done that is contrary to any statute, ordinance, bylaw or regulation of any Government authority, whether Federal, Provincial, Municipal or otherwise.

Parking

No vehicle of any kind may be parked overnight in the courtesy parking stalls on the commercial parkade level. Vehicles parked in violation will be towed, without notice.

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KEY POLICY

(Adopted by majority resolution of the owners on February 23, 2006)

Key, Key Fob & Radio Transmitter Policy

The main purpose of the policy is to provide residents, and their property, with the best security and protection for the most reasonable cost.

Keys, key fobs, and radio transmitters are issued only after a written application by the suite Owner to Strataco Management, or directly to Council, has been made and approved.

The cost(s) for each unit(s) will be equivalent to the price for each unit, including applicable taxes, paid by the Strata Corporation on behalf of Owners to the suppliers.

A. BASIC ENTITLEMENTS

1. Each strata lot will be issued a maximum of three (3) common door keys.
2. After payment of cost(s) for the unit(s), each residential suite Owner will be issued a maximum of three (3) regular key fobs and each commercial strata lot a maximum of three (3) regular key fobs (at a cost of \$25.00 each including taxes).
3. After payment of cost(s) for the unit(s), each residential suite Owner will be issued a maximum of three (3) automobile garage door radio transmitters and each commercial strata lot will be issued a maximum of four (4) automobile garage door radio transmitters (at a cost of \$75.00 each including taxes).

B. EXTRA KEYS, KEY FOBS & RADIO TRANSMITTERS

Additional keys, key fobs and radio transmitters may be requested by the strata lot Owner.

- a) Additional keys will be issued at a charge of \$5.00 each.
- b) Additional radio transmitters will be issued at cost of \$75.00.
- c) Additional key fobs will be issued at a cost of \$25.00.

C. REPLACEMENT KEYS, KEY FOBS & RADIO TRANSMITTERS

1. LOST OR STOLEN KEYS, AND KEY FOBS
For lost or stolen keys, key fobs, or radio transmitters, they will be issued at a cost of:

- ⇒ \$5.00 for keys
- ⇒ \$50.00 for key fobs
- ⇒ \$100.00 for radio transmitters

2. DAMAGED OR WORN KEYS, KEY FOBS & RADIO TRANSMITTERS

Replacement to Owners of damaged or worn keys, key fobs, and radio transmitters that are returned will be made at original (Item A) cost for each unit.

3. RADIO TRANSMITTER BATTERIES

Owners are responsible for replacing radio transmitter batteries and determining when replacement batteries are needed.

4. A holiday key or any additional or lost keys and/or key fobs can be obtained by a letter to Council for approval. Upon approval the key may be picked up at the management office.