30 MAY 2008 11 35 BB0863810

REGISTRAR
LAND TITLE OFFICE
NEW WESTMINSTER, BC

May 30, 2008

Please receive herewith the following document(s) for filing:

Form I – Amendment to Bylaws (passed on April 24, 2008)

(Section 128)

Strata Plan BCS862

Melissa McMillan
Administrative Assistant
Ascent Real Estate Management Corporation

2176 Willingdon Avenue
Burnaby, BC V5C 5Z9
Phone: (604) 431-1800

ASCENT REAL ESTATE MGMT CORP
MAY 2 9 2008
RECEIVED

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

The Owners, Strata Plan BCS862 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual general meeting held on April 24, 2008:

¾ VOTE RESOLUTION #4 – STRATA COUNCIL ELIGIBILITY BYLAW

BE IT RESOLVED *that the Owners, Strata Plan BCS 862, authorize replacing the current council eligibility bylaw (13) with the following:*

13. Council eligibility

13.1 The only persons who may be council members are the following:

(a) owners;

(b) individuals representing corporate owners;

(c) tenants who, under section 147 or 148 of the Act, have been assigned a landlord's right to stand for council.

(d) a spouse, including a common law spouse, of an owner.

(Note: 13.1 (a), (b), and (c) are required under section 28 of the Act and are included here for information purposes.)

¾ VOTE RESOLUTION #5 – STRATA COUNCIL MEMBERS' TERM BYLAW

BE IT RESOLVED *that the Owners, Strata Plan BCS 862, authorize repealing the current strata council members' term bylaw (14), which reads:*

14. Strata council Members' Term
14.1 Strata council members shall be eligible to serve a maximum of three consecutive annual terms on the strata council.

T. Brandenberg Thomas Brandenberg
Signature and Name (please print) of Council Member

Paula Campbell Paula Campbell
Signature and Name (please print) of Second Council Member
(not required if council consists of only one member)

BCS862

FILED NWBX281499 S31325 2005-12-01-08.07.50.494504

21 OCT 2005 13 36 BX281499

PACIFIC QUORUM
Properties Incorporated

October 20, 2005

REGISTRAR
LAND TITLES OFFICE
88 - 6TH STREET
NEW WESTMINSTER, BC V3L 5B3

14 05/10/21 13:34:34 05 LM 659849
DOC FILE $21.50

PLEASE RECEIVE HEREWITH THE FOLLOWING DOCUMENT(S) FOR FILING:

RE: STRATA CORPORATION *BCS 862 - Terrane*

FORM 1 (Attached)

DYE & DURHAM CLIENT No. 11061
SURVEY DEPT.

John G. Peccia, Strata Manager
PACIFIC QUORUM PROPERTIES INC.
1051 - 409 Granville Street
Vancouver, BC V6C 1T2

Telephone: (604) 685-3828 / Fax # (604) 685-3845

FILED NWBX281499 S31325 2005-12-01-08.07.50.494504

Strata Property Act

FORM I

AMENDMENT TO BY-LAWS

(Section 128)

The Owners, Strata Plan ***BCS 862 - Terrane*** hereby certify that the attached bylaws of the strata corporation were approved by 3/4 vote resolution passed in accordance with section 128 of the *Strata Property Act*, at the Special General Meeting held on October 11 2005, as attached.

The Common Seal of the Owners Strata Corporation ***BCS 862 - Terrane*** was hereunto affixed this

Dated: OCT 11, 2005, in the presence of

Signature of Council Member

Signature of Second Council Member

BYLAWS
of
THE OWNERS, STRATA PLAN BCS 862

Preamble

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

Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act, c. 43 (the "Act").

For the purposes of these bylaws, "residents" means collectively owners, tenants and occupants and "a resident" means collectively an owner, a tenant and an occupant.

Duties of Owners, Tenants, Occupants and Visitors

Compliance with Bylaws and Rules

1.1 All residents and visitors must comply with the bylaws and rules of the Strata Corporation at all times.

1.2 Owners shall be responsible for compliance with the bylaws and rules by their tenants, their visitors and their tenants' visitors, whether or not the owner is present.

1.3 Owners shall ensure that all tenants of, and visitors to, their strata lots are aware of the bylaws and rules.

Payments of Owners

2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees are due.

2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of the current prime interest rate plus 3 percent per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date may result in a fine of $25 for each contravention of bylaw 2.1.

2.3 Each dishonoured cheque or dishonoured automatic debit is a contravention of the bylaws and the Strata Corporation will levy a fine of $25

2.4 A special assessment is due and payable on the date or dates specified in the resolution authorizing the special assessment

2.5 Failure to pay a special assessment may be subject to an interest charge of the current prime interest rate plus 3 percent per annum, compounded annually.

2.6 If an owner does not pay strata fees for three (3) consecutive months or a special assessment on the dates specified in the resolution authorizing the special assessment, the Strata Corporation may place a lien (Certificate of Default in Payment) on the strata lot involved, at the owner's expense for the total monies due, including all legal and other expenses. The cost of filing (and removal upon full payment) liens referred to in this clause, including administration, Land Title Office and legal fees shall be added to the amounts due from the delinquent owner.

Repair and Maintenance of Property by Owner

3.1 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.

3.2 An owner who has the use of limited common property must repair and maintain it except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws, including windows and doors.

Use of Property

4.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

a. causes a nuisance or hazard to another person,
b. causes unreasonable noise,
c. unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
d. is illegal,
e. is injurious to the Strata Corporation as a whole where the strata corporation determines that illegal activity is taking place in a strata lot or on the common property, an owner, tenant, or occupant, regardless of whether they had knowledge, notice or forewarning of such illegal activity must pay all costs incurred by the Strata Corporation in connection with the investigation and removal of such illegal activity, including, without limitation, and increases in insurance, disposal costs and the costs to repair damage to any strata lot or common property, including limited common property, or
f. 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.

4.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

4.3 An owner is responsible for any contravention of bylaw 4.2 by residents of, or visitors and invitees to, the owner's strata lot whether or not the owner is present when the damage is caused.

4.4 Subject to Bylaw 4.5 a resident must not use or permit to be used, the strata lot except as a private residential dwelling.

4.5 An owner may conduct business from a strata lot provided that such business use does not:

a. increase vehicular and/or foot traffic into and out of the property; and
b. result in the contravention of any other bylaw.
c. include any signage affixed to or visible from the exterior of the property.
d. the exception to 4.5 a-c will be in the event of a Terrane sanctioned semi-annual garage sale as determined under the Rules & Regulations of the Strata Corporation

Pets and Animals

5.1 Pets shall be restricted to those permitted under the City of Surrey bylaws. In addition, no dogs considered to be a "dangerous dog" shall be permitted on common property or within any strata lot. "Dangerous dog" means:

a. any dog with a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise threaten the safety of humans or domestic animals,
b. any dog which has, without provocation, bitten, inflicted injury, assaulted or otherwise attacked a human or domestic animal,
c. any dog which is owned primarily or in part for the purpose of dog fighting or has been or is being trained for dog fighting, or
d. an American Pit Bull Terrier, Staffordshire Bull Terrier, American Staffordshire Bull Terrier, Bull Terrier, each as recognized by the Canadian Kennel Club, a Pit Bull Terrier or Pit Bull, whether recognized by the Canadian Kennel Club, the American Kennel Association or otherwise, and any dog whose breeding includes one or more of the breeds enumerated in this paragraph.

5.2 A resident must be in compliance with all municipal pet bylaws, including licensing, and must keep pet(s) vaccinations current.

5.3 A resident or visitor must not keep on a strata lot other than one or more of the following, not to exceed (3) pets:

a. a reasonable number and size of aquariums
b. a reasonable number of small mammals
c. a reasonable number of caged birds
d. two (2) dogs and/or two (2) cats

5.4 A resident must not harbour, within a strata lot, common or limited common property, dangerous, exotic pets, nor any farm animal.

5.5 A resident must not keep a pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet that, in the opinion of council is a nuisance or has caused, or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may require the owner exercise control over the pet to ensure the use and enjoyment by residents and visitors of the strata lot, common property or common asset or all of them. Failure of the owner to control a pet may result in the council administering fines and/or requiring that such pet be removed permanently from the strata lot, common property or common asset.

5.6 A resident whose pet contravenes bylaw 5.5 may be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.

5.7 A pet owner must ensure that the pet is kept quiet, controlled, leashed and clean. Any excrement on common property, limited common property, or on land that is a common asset must be immediately disposed of by the pet owner.

5.8 A strata lot owner must assume all liability for all actions by a pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

5.9 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders, except hummingbird feeders, are permitted.

5.10 Contravention of these bylaws will be subject to a $25 fine per infraction, or in the case of an ongoing infraction each (seven) 7 day period.

6. Inform Strata Corporation

6.1 An owner must notify the Strata Corporation within two weeks of becoming an owner; the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any.

6.2 Within two weeks of entering into a tenancy agreement, an owner must notify the Strata Corporation of the name(s) of the tenant(s) and the strata lot which the tenant(s) occupy and the names of any other persons living in that strata lot, and submit to the Strata Corporation a completed Form K, Tenants Undertaking.

7. Obtain Approval Before Altering a Strata Lot

7.1 An owner must obtain the written approval of the strata council before making or authorizing an alteration to a strata lot that involves any of the following:

a. the structure of a building;
b. the exterior of a building;
c. chimneys, stairs, balconies or other things attached to the exterior of a building;
d. doors, windows or skylights on the exterior of a building, or that front on the common property;
e. fences, railings or similar structures that enclose a patio, balcony or yard;
f. common property located within the boundaries of a strata lot;
g. those parts of the strata lot which the strata corporation must insure under Section 149 of the Act; and
h. wiring, plumbing, piping, heating, air conditioning and other services.

7.2 The strata council must not unreasonably withhold its approval under bylaw 7.1, but may require as a condition of its approval that the owner agree in writing to take responsibility for any expenses relating to the alteration, and to indemnify and hold harmless the Strata Corporation for any future costs in connection with the alteration.

7.3 An owner intending to apply to the strata council for permission to alter a strata lot must submit in writing detailed plans and description of the intended alteration.

8. Obtain Approval before altering Common Property or Limited Common Property

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

8.2 An owner, as part of its application to the Strata Corporation for permission to alter common property, limited common property or common assets, must:

a. submit in writing detailed plans and description of the intended alteration
b. obtain all applicable permits, licenses and approvals from the appropriate governmental authorities, and provide copies of same to the strata council.

8.3 The Strata Corporation will not unreasonably withhold its permission, but may require, as a condition of its approval, that the owner agree in writing to certain terms and conditions, including but not exhaustively, the following:

a. that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
b. that the standard of work and materials be not less than that of the existing structures and that they be consistent with the existing structures;
c. that all work and materials necessary for the alteration be at the sole expense of the owner;
d. that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must provide to the Strata Corporation a signed letter of indemnity and must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the Strata Corporation as a result, directly or indirectly, of the alterations to said property;
e. that the owner and any subsequent owner on title who receives the benefit of such alteration must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the Strata Corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the Strata Corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month following the date upon which the cost or expenses are incurred but not necessarily paid by the Strata Corporation, and shall become due and payable on the due date of payment of monthly strata fees.

8.4 Residents shall not attach any fixture or object to the exterior of the building whether by nailing, screwing, bolting, riveting or any other method that penetrates the exterior face of the building unless they receive prior written permission from strata council. Owners choosing to install mailboxes at their front doors must use white 14"length by 4" width mailboxes, and these must be installed using the installation instructions provided by the Strata Corporation. Garden hose reels may not be attached to the building but must be freestanding.

8.5 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the Strata Corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited by the alteration.

8.6 An owner who, subsequent to the passage of bylaws 8.1 to 8.3 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, to its condition prior to the alteration if requested to do so by the Strata Corporation. If the owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation may conduct the restoration at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month following the date on which the cost was incurred, and will become due and payable on the due date of the payment of monthly strata fees.

9. Renovations and Alterations

9.1 An owner must obtain prior approval from the strata council for any alteration to any supporting structures, and must give council adequate notice of the work to be done. Upon completion of the work, the owner must obtain council's approval of the work done.

9.2 An owner must ensure that the hours of work are restricted to 7:00 a.m. to 10:00 p.m. Monday through Saturday, and no construction noise is allowed on Sundays and statutory holidays per the Construction Noise Control bylaw in the City of Surrey.

9.3 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.

9.4 An owner in contravention of bylaws 9.1 through 9.4 inclusive shall be subject to a fine of $200 for each contravention, as well as be responsible for any clean up or repair cost.

10. Permit Entry to Strata Lot

10.1 A resident or visitor must allow a person authorized by the Strata Corporation to enter the strata lot or limited common property:

a. in an emergency, without notice, to ensure safety or prevent significant loss or damage;
b. at a reasonable time with 48 hours written notice that includes the date and approximate time of entry and the reason for entry to:
    i. inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair, replace, renew and maintain under these bylaws or the Act, or to insure under section 149 of the Act; and
    ii. to ensure a resident's compliance with the Act, bylaws and rules, upon receiving credible information, providing reasonable grounds.

10.2 Notwithstanding bylaw 10.1 (b), where any of the work described in bylaw 10.1(b)(i) requires entry to more than one strata lot, the written notice will include only the approximate dates and time periods on which entry will occur, and the reason for entry.

10.3 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the Strata Corporation if owners' or tenants' omission or negligence resulted in the incident.

Powers and Duties of Strata Corporation

11. Repair and Maintenance of property by Strata Corporation

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

a. common assets of the Strata Corporation;
b. common property that is not designated on the strata plan as limited common property;
c. limited common property, but the duty to repair and maintain it is restricted to
d. repair and maintenance that, in the ordinary course of events, occurs less often than once a year, and
e. the following, no matter how often the repair or maintenance ordinarily occurs:
f. the structure of a building;
g. the exterior of a building;
h. patios, chimneys, stairs, balconies and other things attached to the exterior of a building;
i. doors, windows and skylights on the exterior of a building or that front on common property;
j. fences, railings and similar structures that enclose patios, balconies and decks;

11.2 No owner shall be entitled to claim any compensation from the Strata Corporation for any loss or damage to the property or person of the owner arising from any defect or want of repair of the common property or any part thereof, unless such loss or damage resulted from negligence on the part of the Strata Corporation, its employees or agent.

11.3 Where the Strata Corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing the strata lot, the common property, limited common property or any portion thereof, the Strata Corporation and its agents shall, in carrying out any work of repairs, do so in accordance with bylaw 10 and shall also do so in a proper and workmanlike manner and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.

Strata Council

12. Strata Council Size

12.1 The strata council must have at least five (5) and not more than seven (7) members.

13. Strata Council Eligibility

13.1 The only persons who may be strata council members are the following:

a. owners;
b. individuals representing corporate owners; or

c. tenants who, under section 147 or 148 of the Act, have been assigned a landlord's right to stand for strata council.

13.2 No person may stand for strata council or continue to be on strata council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

13.3 No person may stand for strata council or continue to be on strata council with respect to a strata lot if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules as a result of the actions or inactions of:

a. the owner; or
b. a tenant for which the owner is responsible under section 131 of the Act.

14. Strata Council Members' Terms

14.1 Strata council members shall be eligible to serve a maximum of three consecutive annual terms on the strata council.

15. Removing Strata Council Member

15.1 The Strata Corporation may, by a resolution passed by two-thirds (2/3) vote at an annual or special general meeting, remove one or more strata council members. The Strata Corporation must pass a separate resolution for each strata council member to be removed. In this bylaw 15.1, a 2/3 (two-thirds) vote means: a vote in favour of a resolution, at least 2/3 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.

15.2 After removing a strata council member, the Strata Corporation may hold an election at the same annual or special general meeting to replace the strata council member for the remainder of the term, or the remaining members of the strata council may appoint a replacement strata council member for the remainder of the term, however if more than three (3) strata council members are removed the Strata Corporation must hold an election so that the number of strata council members is at least the minimum given in bylaw 12.1.

15.3 If the Strata Corporation removes all of the strata council members, the Strata Corporation must hold an election at the same annual or special general meeting to replace the strata council members required by bylaw 12.1 for the remainder of the term.

15.4 The strata council may appoint the remaining strata council members necessary to achieve a quorum for the Strata Corporation, even if the absence of the members being replaced leaves the strata council without a quorum.

15.5 A replacement strata council member appointed pursuant to bylaws 15.2 and 15.4 may be appointed from any person eligible to sit on the strata council.

16. Replacing Strata Council Member

16.1 If a strata council member resigns or is unwilling or unable to act, the remaining members of the strata council may appoint a replacement strata council member for the remainder of the term.

16.2 A replacement strata council member may be appointed from any person eligible to sit on the strata council. When appointing a replacement strata council member, the strata council may consider such matters as: the needs of the strata council at that time, including any special skills needed; and persons who have previously been nominated for and accepted nomination for strata council at previous elections.

16.3 The strata council may appoint a strata council member under bylaw 16.2 even if the absence of the member being replaced leaves the strata council without a quorum.

16.4 The strata council shall advise the owners of the name of any person appointed to the strata council in the minutes of the first strata council meeting after the appointment.

16.5 If all the members of the strata council resign or are unwilling or unable to act, or if the number of members remaining on the strata council is less than the minimum number given in bylaw 12.1 then persons holding at least 25 per cent of the Strata Corporation's votes must hold a special general meeting to elect a new strata council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

17. Officers

17.1 At the first meeting of the strata council held after each annual general meeting of the Strata Corporation, the strata council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

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

17.3 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. if the president is removed; or
c. for the remainder of the president's term if the president ceases to hold office.

17.4 The strata council may vote to remove an officer but such vote shall not remove the strata council member from the strata council.

17.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the strata council members may elect a replacement officer from among themselves for the remainder of the term.

18. Calling Strata Council Meetings

18.1 Any strata council member may call a strata council meeting by giving the other strata council members at least one week's notice of the meeting, specifying the reason for calling the meeting. This notice does not need to be in writing.

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

18.3 Owners shall be advised of a strata council meeting with a minimum of 48 hours advance notice, where possible, save in the case of a meeting that is required to deal with an emergency situation.

19. Requisition of Strata Council Hearing

19.1 By application in writing, a resident may request a hearing at a strata council meeting stating the reason for the request.

19.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 19.1, the strata council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the strata council of the application.

19.3 If the purpose of the hearing is to seek a decision of the strata council, the strata council must give the applicant a written decision within one week of the date of the hearing.

20. Quorum of Strata Council

20.1 A quorum of the strata council is:
a. 3, if the strata council consists of 5 or 6 members;
b. 4, if the strata council consists of 7 members.

20.2 Strata council members must be present in person at the strata council meeting to be counted in establishing quorum.

21. Strata Council Meetings

21.1 The strata council will meet together for the conduct of business, adjourn and otherwise regulate its meetings as it determines appropriate.

21.2 At the option of the strata council, meetings may be held by teleconference call provided that all strata council members and other participants can clearly communicate with each other.

21.3 If a strata council meeting is held by teleconference call, strata council members are deemed to be present in person for purposes of bylaw 20.2.

21.4 Owners and an owner's appointee may attend strata council meetings as observers.

21.5 Despite bylaw 21.4, no observers may attend those portions of strata council meetings that deal with any of the following:
a. bylaw contravention hearings under section 135 of the Act;
b. rental restriction bylaw exemption hearings under section 144 of the Act;

c. any other matters if the presence of observers would, in the strata council's opinion, unreasonably interfere with an individual's privacy; or
d. discussion of bid estimates for work to be tendered to contractors.

22. Voting at Strata Council Meetings

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

22.2 If there is a tie vote at a strata council meeting, the president may break the tie by casting a second, deciding vote.

22.3 The results of all votes at a strata council meeting must be recorded in the strata council meeting minutes.

23. Strata Council to Inform Owners of Minutes

23.1 The strata council must circulate to, or post for, owners the minutes of all strata council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.

23.2 Minutes of strata council meetings will be left for collection by owners and tenants at the location designated by the strata council.

24. Delegation of Strata Council's Powers and Duties

24.1 Subject to bylaw 24. the strata council may delegate some or all of its powers and duties to one or more strata council members or persons who are not members of the strata council, and may revoke the delegation.

24.2 The strata council may delegate its spending powers or duties, but only by a resolution that delegates:
a. the authority to make an expenditure with a specific amount for a specific purpose; or
b. the general authority to make expenditures in accordance with bylaw 24.3

24.3 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.

24.4 The strata council may not delegate its powers to determine, based on the facts of a particular case whether:
a. a person has contravened a bylaw or rule;
b. a person should be fined, and the amount of the fine;
c. a person should be denied access to a recreational facility; or
d. an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

25. Spending Authority and Restrictions

25.1 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.

25.2 The strata council may make an unapproved expenditure from the operating fund, if the unapproved expenditure together with all other unapproved expenditures in the same fiscal year does not exceed 10 percent of the total amount of the operating budget approved at the immediately preceding annual general meeting.

26. Limitation on Liability of Strata Council Member

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

26.2 Bylaw 26.1 does not affect a strata council member's liability, as an owner, for a judgment against the Strata Corporation.

26.3 All acts done in good faith by the strata council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of strata council, as valid as if the strata council member had been duly appointed or had duly continued in office.

Enforcement of Bylaws and Rules

27. Fines

27.1 Except where specifically stated to be otherwise in these bylaws, an infraction or violation of these bylaws on the part of an owner, their employees, their agents, guests or tenants, will be subject to fines as follows:

a. first violation – warning letter;
b. second violation - $100 fine; and
c. each further violation - $200 fine per occurrence.

27.2 Except where specifically stated to be otherwise in these bylaws, an infraction or violation of any of the rules on the part of an owner, their employees, their agents, guests or tenants, will be subject to fines as follows:

a. first violation – warning letter;
b. second violation - $25 fine; and
c. each further violation - $100 fine per occurrence.

27.3 The strata council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the Strata Corporation, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following each contravention in accordance with bylaw 2.1.

28. Continuing Contravention

28.1 Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days, the exception being that repetitive fines will not apply to strata lot owners that have entered into voluntary dispute resolution under bylaw 35.

Annual and Special General Meetings

29. Quorum of Meeting

29.1 If within 15 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further 15 minutes on the same day and at the same place. If within that further 15 minutes from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

29.2 This bylaw 30.1 is an alternative to section 48(3) of the Act. This bylaw shall not apply to a special general meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a special general meeting demanded pursuant to section 43 of the Act terminates, and does not adjourn, that meeting.

30. Person to Chair Meeting

30.1 Unless otherwise delegated to the strata corporation's agent, annual and special general meetings must be chaired by the president of the strata council.

30.2 If the president of the strata council is unwilling or unable to act, the meeting must be chaired by the vice president of the strata council.

30.3 If the vice president of the strata council is unwilling or unable to act, the meeting must be chaired by one of the other elected officers.

31.4 If neither the present nor the vice president of the strata council or any of the other elected officers chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons eligible to vote who are present at the meeting.

31. Participation by Other Than Eligible Voters

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

31.2 Persons who are not eligible to vote due to monies owed to the Strata Corporation may not participate in the discussion at a meeting.

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

32. Voting

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

32.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest of the costs, including the legal costs, of remedying a contravention of the bylaws or rules as a result of the actions or inaction of:

a. the owner; or
b. a tenant for which the owner is responsible under section 131 of the Act.

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

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

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

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

32.7 If there is a tied 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.

32.8 Despite anything in bylaws 32.1 to 32.7 (inclusive) an election of strata council or removal of a strata council member must be held by a secret ballot.

33. Electronic attendance at Meetings

33.1 A person who is eligible to vote may attend an annual or special general meeting by teleconference call provided that the person and the other participants can communicate clearly with each other, and that this method of communication is at no expense to the Strata Corporation. If an annual or special general meeting is held by teleconference call with a person, the person is deemed to be present in person for the purposes of bylaws 29.

34. Order of Business

34.1 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 strata council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;

i. ratify any new rules made by the Strata Corporation under section 125 of the Act;
j. report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
k. approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting; deal with new business, including any matters about which notice has been given under section 45 of the Act;
l. elect a strata council, if the meeting is an annual general meetings; and
m. terminate the meeting.

35. Voluntary Dispute Resolution

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

35.2 A dispute resolution committee consists of:
a. one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties; or
b. any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

35.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Small Claims Court Proceedings

36. Authorization to Proceed

36.1 The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the Strata Corporation is required to expend as a result of the owner's negligent act or omission or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

37. Sale of a Strata Lot

37.1 Real estate signs must not be displayed in a strata lot or on the common or limited common property, except in the location and the manner designated by the Strata Corporation.

37.2 Lock boxes shall not be used for the storage of common building access keys. The Strata Corporation has the right to remove any lock boxes attached to the building. The Strata Corporation may levy a fine of $200 for each contravention of this bylaw against the owner of the strata lot for whom the person attaching the lock box was acting as an agent.

Insurance/Indemnities and Hazards

38. Insuring Against Major Perils

38.1 The Strata Corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

38.2 Residents are responsible for any insurance they may require on the improvements and contents of their strata lots and liability.

38.3 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, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

38.4 The Corporation will obtain and maintain such insurance as Council deems appropriate for the buildings, Common Property, Common Facilities and any other assets and improvements owned by the Corporation to their replacement value against fire and other perils including liability to the amount the Corporation considers advisable. For this purpose the Corporation has an insurable interest in the buildings, the Common Property, facilities, assets and improvements of the Corporation and the subject matter of other perils insured.

38.5 In the event of damage to the property caused by an earthquake, the Strata Corporation will assess, in proportion to the respective unit entitlement of each owner's strata lot, an amount equivalent to the deductible or such lesser amount as may be required to complete all repairs to and replacement of the property as necessary. The special assessment shall become immediately due and payable in full. Any owner who sells, conveys or transfers his/her titled, including a remortgage, shall pay the full amount outstanding. Such payment is due on the first day of the month following declaration of this bylaw by the Strata Council or any duly appointed administrator in lieu of the Strata Council.

38.6 This special assessment shall be considered as part of the common expenses of the Strata Corporation and shall be applicable where an owner fails to make the required payments as authorized by this bylaw.

39. Storage

39.1 Bicycles stored in a strata lot shall not be visible from the street or common property.

39.2 A resident must not store any hazardous or flammable substances, i.e. propane tanks, gasoline, in garages or on balconies or patios (one propane barbeque tank permitted).

39.3 A resident must not store garbage or garbage cans, recycling bins or bottled water jugs on balconies or patios.

40. Parking

40.1 Residents shall use only the parking space(s) assigned to their strata lots, save and except for private arrangements with other owners for the use of the parking spaces assigned to such other owners. A private agreement between residents for the use of parking spaces shall terminate when either of the parties to such agreement moves out of the complex.

40.2 A resident must not permit any watercraft, including boats, canoes, kayaks and trailers for same, to enter or be parked or stored on common property, limited common property or land that is a common asset, unless written approval of the strata council is granted, such approval not to be unreasonably withheld. Watercraft, including boats, canoes, kayaks and trailers may be stored or parked within limited common property garages provided that motorized items are insured with a minimum of third party liability insurance.

40.3 A resident must not park uninsured vehicles on the common property, limited common property or on land that is a common asset.

40.4 A resident storing a vehicle on the common property, limited common property or on land that is a common asset must have third party liability insurance, and must provide proof of such insurance to the Strata Corporation on the commencement date of the storage or on request thereafter.

40.5 An owner must not sell; lease or license parking stalls to any person who is not a resident.

40.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones, or in any area not specifically designated as a parking space, not in a manner which will reduce the width of an access driveway. In accordance with the Fire Marshall's Act, no vehicle shall be parking anywhere along fire routes. If an owner parks or permits a visitor to park in violation of the Fire Marshall's Act and subsequently the Strata Corporation receives a fine, such fine may be levied against the owner(s) of the strata lot which permitted a vehicle to be parked in violation of the Fire Marshall's Act and is subject to a lien against the strata lot.

40.7 Residents or visitors must not park or permit to be parked a vehicle on the limited common property directly in front of their garage.

40.8 Any resident's vehicle parked in violation of bylaw 40.8 will be subject to removal by a towing company authorized by strata council, and all costs associated with such removal will be charged to the owner of the strata lot.

40.9 A resident or visitor must not use any parking area or any other common property, unless designated for such use in a bylaw or rule, as a work area for carpentry, renovations, repairs, including

sawing, drilling and the use of any adhesive or darkening compounds, or for any significant work on vehicles such as major maintenance or repairs as determined by the strata council acting reasonably.

40.10 A resident must not park or store any vehicle that drops oil, gasoline or any other fluid. A resident must provide suitable materials to absorb any dripped oil, gasoline or other automotive residue and regularly remove such absorbent materials. Vehicles that, in the opinion of the strata council acting reasonably, continuously spill or leak oil or gasoline or other fluids in excessive amounts will be prohibited from parking on common property, limited common property and land that is a common asset until the vehicle is repaired.

40.11 Vehicles operated on common property, limited common property and land that is a common asset must be operated in accordance with the provisions of local and provincial law.

40.12 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and must not exceed 10 km/hour.

40.13 Visitors parking stalls shall be for use by visitors only, and shall not be utilized at any time by residents of the Strata Corporation. Use of the visitors parking stalls shall be subject to rules and regulations implemented from time to time by the Strata Council.

40.14 A resident must not use a parking stall for the storage of any item including, but not limited to, storage lockers, cardboard boxes, plastic, and rubber or metal containers, without the written approval of the Strata Council. Any such approval will be reviewed upon sale or rental of the unit connect to the parking stall.

41. Cleanliness/Condensation

41.1 Residents must not allow a strata lot to become unsanitary. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot, common property or on limited common property, including patios and balconies.

41.2 Garbage and recycling containers shall only be visible on regular days of pickup and shall only be placed in designated locations.

41.3 All garbage must be in a secure container. Any loose garbage in front of a strata lot must be picked up in a timely fashion by the owner or resident of that strata lot.

41.4 Residents must take all reasonable measures to manage condensation in their strata lots so that condensation does not cause wetting or saturation of drywall or lead to accumulations of mould.

42. Visitors and Children

42.1 Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level that, in the reasonable determination of a majority of the strata council, will not disturb the rights of quiet enjoyment of others.

42.2 No person shall play or operate any radio, stereophonic equipment or other instrument or any apparatus for the production or amplification of sound either in a strata lot, limited common property or

common property in such a manner as to disturb the quiet, peace, rest, enjoyment, comfort or convenience of the neighbourhood or of persons in the vicinity.

42.3 Residents are responsible for the conduct of children residing or visiting in their strata lot, including ensuring that noise is kept at a level that, in the reasonable determination of a majority of the strata council, will not disturb the rights of quiet enjoyment of others.
Residents are responsible to assume liability for and properly supervise activities of children and visitors, including but not exhaustively, bicycling, skateboarding, hockey, and use of the amenities.

42.4 Notwithstanding designated areas the children of residents or visitors shall not be permitted to play in parts of the common property where the children playing will interfere with the rights of other residents, to the quiet enjoyment of their strata lots, the common property, limited common property and common assets.

43. Miscellaneous

43.1 A resident or visitor must not smoke inside the amenity building or on the amenity patio. Smoking will be permitted in designated outdoor areas.
A resident or visitor must not use or store barbecues on common property other than limited common property. Only barbecues fuelled by propane or natural gas or electricity shall be used, subject to the following:

a. barbecues shall be positioned so that there is a clearance of 30 cm or more from any wall, door or railing;
b. damage to walls, doors and railings, or any other parts of the building exterior made subsequent to the passage of this bylaw as a result of using barbecues, will be repaired by the Strata Corporation and charged back to the owner of the strata lot;
c. use of the barbecue, and in particular the smoke emanating from the barbecue, does not interfere with the reasonable enjoyment by other residents of their strata lots or common property;
d. no briquettes are permitted.

43.2 A resident or visitor must not hinder, encumber, restrict or use from any purpose other than ingress to and egress from a strata lot, any common property including sidewalks, entrances, exits, loading space. Hindrance and restriction includes the keeping of personal items and garbage.

43.3 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.

43.4 A resident may post dated notices on the bulletin board designated by the strata council, subject to being removed by the strata council if deemed inappropriate or posted for in excess of one week.

43.5 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.

43.6 Residents must ensure that window coverings visible from the exterior of the strata lot are cream or white in colour. Aluminum foil shall not be used to cover any windows or patio doors. Garage door windows must not be covered.

43.7 A resident must ensure that no air conditioning units, laundry, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the limited common property or common property so that they are visible from outside of the common property or property that is a common asset. Canadian flags may be displayed, but must not exceed 3 ft by 2 ft in size.

43.8 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, except garages, common property or land that is a common asset. With the exception of the foregoing, the placing of items on limited common property balconies or patio areas shall be limited to free stranding, self contained planter boxes or containers, summer furniture and accessories. Planters, pots, window boxes and the like that are placed on the tops of railings shall be secured so that they will not fall due to a strong wind or an earthquake.

43.9 Balconies, patios and decks shall not be used for storage other than as provided. Material shall not be stored on common property and limited common property including patios and balconies.

43.10 If items are stored in violation of this bylaw, the items shall be removed by the resident within 24 hours of notification by the strata council. If not removed within 24 hours of notification by the strata council, the items will be removed by the council at the owner's expense.

43.11 A resident shall not cause damage to trees, plants, bushes, flowers, planters or lawns and shall not place chairs, tables or other objects on lawns, planters or ground so as to damage them or prevent growth. All owners are responsible for watering the grounds of limited common property and common property in the immediate vicinity of their strata lot.

43.12 If a resident wishes to put Christmas lights on the exterior of their strata lot, such shall be put up after November 15 and must be removed before January 31 of the year following Christmas. Christmas lights must not be affixed using staples, nails or tacks and must not penetrate siding or roofing material.

43.13 Pursuant to Section 65 of the Act, the Strata Corporation may provide information to owners and tenants by one or more of the following:

a. posting the information at such location as designated by the Strata Council from time to time and recorded in the minutes of the meetings; or
b. mail/delivery to each strata lot.

43.14 Residents shall not permit ivy, creepers or any other plants to adhere to any part of the exterior of the building. Residents shall locate and prune such plants so that they are a minimum distance of one half meter from any part of the exterior of the building.

43.15 Residents shall not tamper with, obstruct, block or disconnect smoke alarms or heat alarms or any Strata Corporation owned security equipment, in any manner that will interfere with the proper functioning of that alarm or equipment. A fine of $200 shall be levied by the Strata Corporation for any contravention of this bylaw.

43.16 No resident or visitor shall trespass on limited common property to which another owner is entitled to exclusive use or occupation, including parking stalls, balconies, patios, or decks, except for the purpose of authorized landscape maintenance or strata corporation business.

43.17 If any resident or visitor marks or defaces the interior or exterior walls, or the floors of common property, such damage will be repaired at the expense of the resident. If the resident is a renter, the owner of the strata lot shall be liable for the cost of cleaning or repair, which shall be added to the amounts due by the owner.

43.18 Residents shall take all necessary precautions to reduce fire hazards and nothing shall be brought onto or stored in a strata lot or on common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy. Any articles deemed by the Strata Council to be in violation of this rule shall be removed at the owner's expense.

43.19 Nothing, especially burning material such as cigarettes, matches or fireworks, shall be permitted to fall out of or be thrown from any window, door, balcony, patio or any other part of a strata lot of the common property.

43.20 Use of the Clubhouse (amenities building) for private party use shall be governed by the rules and regulations set forth by the Strata Council from time to time. The charge for the use of the Clubhouse shall be determined by the Council and reviewed on an annual basis, and a damage deposit will be required.

44. **Rentals**

44.1 Subject to the provisions of bylaws 44.2-44.6 no strata lot shall be rented or leased.

44.2 A strata lot must not be used for rental of short term accommodation such as use as a hotel, motel, or bed & breakfast, hostel or the like.

44.3 Where cases of undue physical or financial hardship of a personal nature arise, the owner may make a written request to the council for permission to rent a strata lot for a limited period of time, and where the council has been provided with evidence that undue hardship will result if limited rental approval is not given, the council shall not unreasonably withhold permission for limited rental.

44.4 This bylaw does not apply to prevent the rental of a strata lot to a member of the family of an owner, meaning:

a. the spouse of an owner
b. a parent, child or sibling of the owner; or
c. a parent, child or sibling of the spouse of the owner, where 'spouse' includes an individual who has lived and cohabitated with the owner for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

44.5 Where an owner is permitted to rent a strata lot under these bylaws or the Act, the owner shall submit within 15 days of any tenancy a Form K to the Strata Corporation in accordance with the Act.

44.6 Where an owner has leased a strata lot prior to **October 11, 2005,** this bylaw will apply to this strata lot at such time as the strata lot becomes vacant, owner occupied, or is sold.