BYLAWS

LMS 4071

THE EUROPA

* **Bylaws repealed and replaced in their entirety with the exception of Bylaw 6.3 which shall become Bylaw 7.11 at the Special General Meeting held on August 23rd, 2007**

Schedule "A"

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BYLAWS OF THE OWNERS, STRATA PLAN LMS 4071

1.0 DEFINITIONS

1.1 **"Act"** means the *Strata Property Act* [S.B.C.] c.43 as amended or replaced from time to time;

1.2 **"Bylaws"** means these Bylaws of the Strata Plan;

1.3 **"Weekday"** mean any day other than Saturday, Sunday and statutory holidays in British Columbia;

1.4 **"Common Asset"** has the meaning ascribed to it in the Act;

1.5 **"Common Property"** has the meaning ascribed to it in the Act;

1.6 **"Common Expenses"** has the meaning ascribed to it in the Act;

1.7 **"Deductible"** means the cost of the deductible portion of a claim on the Insurance Coverage;

1.8 **"Dispute Resolution Committee"** means:

(a) one Owner or Tenant nominated by each of the parties involved in a dispute; and one Owner or Tenant chosen by the Persons nominated to chair the Dispute Resolution Committee; or

(b) any number of Persons consented to, or chosen by a method that is consented to, by all of the parties involved in a dispute.

1.9 **"Fifth Floor Garden Area"** means the Common Property on the fifth floor marked as "lawn" on the Strata Plan;

1.10 **"Guests"** means any persons for whom the Owner is, at law responsible, including without limiting the generality of the foregoing, the Owner's Occupant, Tenant, or Invitee;

1.11 **"Human Rights Code"** means the *Human Rights Code* [R.S.B.C. 1996] c.210;

1.12 **"Invitee"** means a Person who enters the Premises at the invitation of an Owner, Tenant, or Occupant;

1.13 **"Insurance Costs"** means all premiums and other amounts which the Strata Corporation obtains and maintains at all material times in accordance with the requirements of the Act in respect of the Insured Property;

1.14 **"Insurance Coverage"** means the property insurance which the Strata Corporation obtains and maintains at all material times in accordance with the requirements of the Act in respect of the Insured Property;

1.15 **"Insured Property"** means property for which the Strata Corporation is obligated to maintain insurance pursuant to the Act;

1.16 **"Limited Common Property"** means Common Property designated for the exclusive use of an Owner;

1.17 **"Meeting Rooms"** means those portions of the Common Property used as meeting rooms from time to time;

1.18 **"Meeting Room or Theatre Consent"** mean written consent from the Strata Council specifying the date and duration for which the Meeting Room or Theatre may be used by a specific Owner;

1.19 **"Meeting Room or Theatre Deposit"** means a deposit in such amount as shall be determined by the Strata Council from time to time;

1.20 **"Occupant"** means a Person, other than an Owner or Tenant, who occupies a Strata Lot;

1.21 **"Owner"** means the person shown in the register of a land title office as the owner of a freehold estate in a Strata Lot in the Strata Plan, whether entitled to it in the person's own right or in a representative capacity;

1.22 **"Person"** is to be broadly interpreted and includes without limiting the generality of the foregoing, males, females, adults, children, individuals, corporations, partnerships, and unincorporated organizations;

1.23 **"Pool and Hot Tub"** means that portion of the Common Property marked on the Strata Plan as "pool and hot tub service area" and "pool";

1.24 **"Premises"** means inclusively any and all Strata Lots, Common Property, Limited Common Property, and land that is a Common Asset;

1.25 **"Public Access"** means entry onto the Premises by anyone other than an Owner, or a Tenant, Occupant, Invitee;

1.26 **"Recreational Facilities"** means:

(a) that portion of the Common Property marked on the Strata Plan as "change room", "exercise room" and "sauna"; and

(b) the Pool and Hot Tub;

1.27 **"Regulations"** means the *Strata Property Regulation,* B.C. Reg. 43/2000 as amended or replaced from time to time;

1.28 **"Rules"** has the meaning ascribed to it in the Act;

1.29 **"Special Levy"** means a special levy approved in accordance with the Act;

1.30 **"Strata Corporation"** means the strata corporation formed by deposit of the Strata Plan;

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

1.32 **"Strata Lot"** means a lot shown on the Strata Plan;

1.33 **"Strata Plan"** means Strata Plan LMS 4071;

1.34 **"Tenant"** has the meaning ascribed to it in the Act; and

1.35 **"Theatre"** means that portion of the Common Property marked on the Strata Plan as "theater".

2.0 APPLICATION

2.1 The Bylaws apply to every Strata Lot and to every Owner.

2.2 The Bylaws are unenforceable to the extent that they contravene the Act, the Regulations, the Human Rights Code or any other enactment or law.

3.0 USE

3.1 Strata Lots shall not be used for commercial or professional purposes requiring a business license or Public Access, and notwithstanding the generality of the foregoing shall be used primarily for residential use and as a private dwelling except with the consent of the Strata Council.

3.2 No Owner shall or shall permit his, her or its Tenant, Occupant or Invitee to use the Premises 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 Premises;

(d) is illegal or is injurious to the reputation of the Strata Corporation;

(e) is contrary to a purpose for which the Premises are intended, as shown expressly or by necessary implication on or by the Strata Plan;

(f) causes damage other than reasonable wear and tear to the Premises or the Common Assets; or

(g) is contrary to any statute, ordinance, By-Law or Regulation of any government, whether Federal, Provincial, Municipal, or otherwise.

3.3 Within 2 weeks of becoming an Owner, an Owner shall inform the Strata Corporation of his, her or its name, Strata Lot number, and, where applicable, mailing address outside the Strata Plan.

3.4 An Owner, Tenant or Occupant may keep pets on a Strata Lot only in accordance with the following:

(a) an Owner, Tenant or Occupant shall observe and comply with all bylaws, ordinances, and other legal requirements regarding such pet whether municipal, provincial, federal or otherwise and without limiting the generality of the foregoing, shall comply with all applicable licensing requirements;

(b) no later than 14 days following the date on which a pet has commenced occupying a Strata Lot an Owner, Tenant, or Occupant shall apply in writing to the Strata Council for written consent to keep a pet in a Strata Lot, and the application referred to herein shall include the name of the pet, breed, colour and markings, together with the name and contact information for the person primarily responsible for the pet, provided that such person must be over 19 years of age;

(c) all pets shall be kept under the reasonable control of the Owner, Tenant, or Occupant at all times while on the Premises, so as to not interfere with or damage the Premises or the use and enjoyment thereof by other Owners, Tenants, or Occupants;

(d) except in the Fifth Floor Garden Area, all pets shall be leashed, restrained in a cage or carryall or otherwise secured at all times when on the Common Property or land that is a Common Asset, and notwithstanding the generality of the foregoing, an Owner, Tenant, or Occupant shall supervise and keep in control a pet at all times while such pet is on the Fifth Floor Garden Area;

(e) except with the consent of the Strata Council, only pets of the following nature may be kept on the Premises:

(i) a reasonable number of fish or other small aquarium animals;

(ii) a reasonable number of small caged mammals;

(iii) a reasonable number of caged birds;

(iv) no more than:

(A) 2 cats;

(B) 2 dogs; or

(C) 1 cat and 1 dog.

(f) notwithstanding the generality of Bylaw 3.4, no Owner shall keep or permit to be kept on the Premises exotic pets including but not limited to snakes, reptiles, spiders, or large members of the cat family.

(g) no Owner, Tenant, or Occupant shall permit a pet to urinate or defecate on the Common Property or land that is a Common Asset;

(h) Owners keeping or permitting a pet to be kept on their Strata Lot shall ensure that the pet is kept quiet, controlled and clean. Any excrement on Common Property or on land that is a Common Asset shall be immediately disposed of by the Owner.

(i) Owners keeping or allowing a pet to remain on their Strata Lot shall be responsible for and shall indemnify and save harmless the Strata Corporation from all actions causes of action, loss, costs, or expenses resulting from the actions of the pet, regardless of whether or not the Owner had knowledge, notice or forewarning of the likelihood of such action.

(j) If in the opinion of the Strata Council acting reasonably, a pet is causing a nuisance or an unreasonable interference with an Owner, Tenant or Occupant's use and enjoyment of the Premises, or if a pet is kept in contravention of this Bylaw the Strata Council may give to an Owner written notice that such pet be removed from the Premises;

(k) An Owner shall, within 30 days of receipt of the notice referred to in Bylaw 3.9, cause the pet to be permanently removed from the Premises.

3.5 No Owner, Tenant or Occupant shall without the consent of the Strata Council:

(a) place or store on his, her or its balcony, patio or terrace any goods, chattels, laundry, or other objects, which are visible from any part of the Premises other than the Strata Lot, provided that an Owner, Tenant, or Occupant may place patio furniture and planters on his her or its balcony, patio or terrace;

(b) display signs or advertisements of any kind and without limiting the generality of the foregoing, no Owner, Tenant, or Occupant shall display or permit to be displayed a "for sale" or "for rent" sign on the Premises.

3.6 Notwithstanding the generality of Bylaw 3.5(b), an Owner, Tenant, or Occupant may place notices on the notice board designated by the Strata Corporation from time to time, provided that such notice shall be dated and shall not be displayed for greater than 7 days in the aggregate.

3.7 An Owner shall cause his, her or its Guests to comply with the Bylaws.

3.8 An Owner shall do all such things as are required to maintain, repair and keep the heat pump in a Strata Lot in good condition, and including without limiting the generality of the foregoing, retain a qualified technician for the purpose of inspecting, maintaining, and repairing such heat pump no less than once per year.

3.9 An Owner, Tenant, or Occupant shall be entitled to use a barbecue, hibachi, or other cooking device on a balcony, patio or terrace provided that such barbecue, hibachi, or other cooking device is:

(a) powered by propane, natural gas, or electricity; and

(b) used in accordance with the Rules.

3.10 An Owner, Tenant, or Occupant may keep a live Christmas tree in a Strata Lot, provided that upon disposing of such tree, such Owner, Tenant, or Occupant shall clean and remove any needles or other debris left on the Common Property, including without limiting the generality of the foregoing hallways, elevators, lobbies and the parking garage.

3.11 Except in connection with a common television antenna or cable system, no Owner, Tenant, or Occupant shall, without the written consent of the Strata Corporation, erect or fasten a television antenna, satellite dish, or similar structure or appurtenance to any part of the Premises. Notwithstanding the generality of the foregoing, an Owner, Tenant or Occupant who uses a satellite dish on the Premises shall ensure that such satellite dish is below the railing of a balcony, patio or terrace so as to not be visible from any part of the Premises other than that Owner's Strata Lot.

3.12 No Owner, Tenant, Occupant or Invitee shall:

(a) store a bicycle anywhere on the Premises except:

(i) in that portion of the Common Property designated on the Strata Plan as "residential bicycle storage";

(ii) in the storage locker assigned to the Strata Lot occupied by that Owner, Tenant, or Occupant; or

(iii) in such other location as is approved by the Strata Council in writing.

and notwithstanding the generality of the foregoing, no Owner, Tenant, or Occupant shall store a bicycle in the hallways, or on a balcony, patio or terrace.

(b) distribute or permit any Person to distribute flyers or brochures on the Premises;

(c) use or wear roller blades or on-line skates in the lobby;

(d) smoke cigars, cigarettes or other substances on the Common Property or land that is a Common Asset, and notwithstanding the generality of the foregoing no Owner, Tenant, Occupant or Invitee shall smoke cigars, cigarettes or other substances on the Fifth Floor Garden Area;

(e) throw, drop or shake anything from a Strata Lot onto any part of the Premises, including but not limited to mops, dusters, cloths, cigarette butts, and liquids

(f) trespass on a part of the Premises to which another Owner, Tenant or Occupant is entitled exclusive use;

(g) allow any Person entry onto the Premises unless such Person is known to the Owner, Tenant, or Occupant, and notwithstanding the generality of the foregoing, no Owner, Tenant, or Occupant shall provide to any Person other than an Owner, Tenant, Occupant, or Invitee any keys, combinations, security cards, or other means of accessing the Premises;

(h) display seasonal decorations on the Premises other than during the period from November 15 to the end of the Lunar New Year;

(i) obstruct or use the entrances, passages, hallways, stairs or driveways of the Premises for any purpose other than entering or exiting a Strata Lot;

(j) use for storage any part of the Premises, except for their own Strata Lot and storage locker, if any;

(k) except in accordance with Bylaw 3.9, store or permit to be stored on the Premises coal or any combustible, flammable or hazardous material;

(l) do or omit to do anything that would clog or damage drains, pipes or other conduits on a deck, terrace, patio or balcony, and without limiting the generality of the foregoing, no Owner, Tenant, Occupant or Invitee shall permit ice, snow, leaves, algae, or debris to accumulate on a deck, terrace, patio or balcony;

(m) do or omit to do anything that would cause liquid, water or debris, including cleaning solutions to flow off of a deck, terrace, patio or balcony;

(n) copy any key to Common Property without the written permission of the Strata Council; or,

(o) leave open or unlocked any entrance to the Common Property unless such Owner, Tenant or Occupant is in direct supervision of the entrance.

3.13 An Owner shall notify the Strata Council immediately upon the loss by such Owner or his, her or its Occupant, Tenant or Invitee of any keys, security cards, proximity cards or remote door openers to Common Property, and that Owner shall be responsible for the cost of:

(a) rekeying all locks in the Premises if the Strata Council deems such rekeying necessary; and

(b) replacing key cards and garage clickers in such amount as may be charged by the Strata Corporation from time to time.

3.14 An Owner, Tenant or Occupant shall report to the Concierge or Property Manager or to the police the presence of any suspicious Person in or around the Premises.

3.15 An Owner, Tenant or Occupant shall:

(a) do all such things as are required to minimize condensation and accumulation of lint in a dryer in a Strata Lot, and notwithstanding the generality of the foregoing, use and maintain the booster fan at all times while using or running a dryer located in a Strata Lot;

(b) regularly maintain the filter on the air conditioning unit in a Strata Lot, and without limiting the generality of the foregoing, change such filter no less than every six months, provided that the Strata Corporation shall provide such filters to the Owners;

(c) bag and tie ordinary household refuse and garbage, and deposit it in the Strata Corporation's garbage container located in the garbage room;

(d) not leave anything in the Strata Corporation's garbage room except ordinary household refuse and without limiting the generality of the foregoing, not leave furniture in the garbage room;

(e) flatten all cardboard boxes and deposit them in the appropriate recycling container.

3.16 An Owner shall arrange for the disposal of all waste material other than ordinary household garbage and refuse from his, her or its Strata Lot at his, her or its own expense.

3.17 An Owner shall maintain or cause to be maintained in a good and clean condition his, her or its Strata Lot and any Common Property to which the Owner has exclusive use.

3.18 All Owners and Tenants shall maintain insurance on the contents of a Strata Lot, including liability insurance in such amounts as would be maintained by a reasonably prudent owner or tenant, and immediately upon request from the Strata Council, shall provide evidence of such insurance.

4.0 MAINTENANCE AND REPAIR

4.1 An Owner shall repair and maintain the Owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under the Act, the Regulations, or the Bylaws.

4.2 An Owner shall promptly carry out all work that is ordered by a competent or public or local authority in respect of his, her or its Strata Lot and shall be responsible for all costs associated therewith.

4.3 An Owner who has the use of Limited Common Property shall repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under Bylaw 4.6(c).

4.4 An Owner, Tenant, or Occupant shall allow a Person authorized by the Strata Corporation to enter a Strata Lot:

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

(b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain Common Property, Common Assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under the Bylaws or the Act.

4.5 The notice referred to in Bylaw 4.4(b) above shall include the date, approximate time of entry, and reason for entry.

4.6 The Strata Corporation shall repair and maintain the following:

(a) Common Assets;

(b) Common Property that has not been designated as Limited Common Property;

(c) Limited Common Property, but the duty to repair and maintain it is restricted to:

(i) repair and maintenance that in the ordinary course of events occurs less often than once a year; and,

(ii) the following, no matter how often the repair or maintenance readily occurs:

(A) the structural components of the building;

(B) the exterior of the building;

(C) chimneys, stairs, balconies, and other things attached to the exterior of the building;

(D) doors, windows and skylights on the exterior of the building or that front on the Common Property; and

(E) fences, railings and similar structures that enclose patios, balconies and yards.

(d) a Strata Lot, but the duty to repair and maintain it is restricted to:

(i) the structural components of a building,

(ii) the exterior of a building;

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

(iv) doors, windows and skylights on the exterior of a building or that front on the common property, and

(v) fences, railings and similar structures that enclose patios, balconies and yards.

5.0 FEES AND ASSESSMENTS

5.1 An Owner shall:

(a) pay strata fees on or before the 1st day of the month to which the strata fees relate; and

(b) pay all Special Levies in accordance with the resolution approving such Special Levy in accordance with the Act;

5.2 The Strata Corporation shall cause to be prepared a budget for the coming fiscal year in accordance with the following:

(a) a copy of the budget shall be distributed to all Owners with the notice of the annual general meeting, no less than 2 weeks in advance of the meeting, and will be accompanied by a financial statement;

(b) if the budget is approved by a majority vote at the annual general meeting, it shall be implemented accordingly; and

(c) Owners will be informed, within 2 weeks following the annual or special general meeting at which a budget is passed, of any changes to their strata fees resulting from that budget.

5.3 The Common Expenses set forth in each budget shall be payable to the Strata Corporation in accordance with the following:

(a) payment shall be made in 12 equal consecutive instalments, in advance, to be paid on the 1st day of each and every month;

(b) at the request of the Strata Corporation, an Owner shall deliver a series of post-dated cheques, within 30 days of the request, in payment of the instalments for strata fees;

(c) where the Strata Corporation has retained the services of a property manager or property management company, the Strata Corporation may forward payments of strata fees to such management company;

(d) where the Strata Corporation has retained the services of a property manager or property management company, and an option for direct debit to an Owner's bank account is available for payment of strata fees, the Strata Council shall authorise the property management company to make this alternative available to the Owners.

5.4 An Owner may apply in writing to the Strata Corporation for a statement setting forth as of its due date the amount of any unpaid assessments due and owing from the Owner, and the Strata Corporation shall furnish the Owner with a statement within 10 days of receiving the written application.

5.5 Overdue strata fees shall bear interest at a rate of 10% per annum, calculated monthly, not in advance, from the date when due until the last of the month in which they are paid;

5.6 The Strata Corporation may levy a fine:

(a) of $25.00 the first time that an Owner fails to pay strata fees in accordance with Bylaw 5.1(a); and

(b) of $25.00 for each subsequent time that an Owner fails to pay strata fees in accordance with Bylaw 5.1(a).

5.7 The Strata Corporation may place a lien on a Strata Lot in accordance with the provisions of the Act, and notwithstanding the generality of the foregoing, under the following circumstances:

(a) if strata fees payable in accordance with Bylaw 5.1(a):

(i) remain outstanding for a period of 60 days or more; or

(ii) where such strata fees come into arrears in an amount greater than $500.00;

(b) if a Special Levy is not paid in accordance with Bylaw 5.1(b);

(c) if an Owner fails to pay a reimbursement of cost of work in accordance with section 85 of the Act; or

(d) if an Owner fails to pay a Strata Lot's share of a judgment against the Strata Corporation.

5.8 In the event that the Strata Corporation is entitled to register a lien in accordance with the Act or with Bylaw 5.7:

(a) all expenses associated with the lien shall be borne by the offending Owner;

(b) the offending Owner shall be given 2 weeks' written notice from the Strata Council before the lien is filed; and,

(c) the lien shall be for the total monies due and for any related costs.

6.0 RENTALS

6.1 Prior to possession of a Strata Lot by a Tenant:

(a) an Owner shall deliver to the Tenant the current Bylaws and Rules and a Notice of Tenant's Responsibilities in the form required by the Act; and

(b) an Owner shall provide to the Strata Corporation evidence of the insurance referred to in Bylaw 3.18.

6.2 Prior to renting a Strata Lot, an Owner shall give the Strata Corporation:

(a) a copy of the Notice of Tenant's Responsibilities duly signed by the Tenant; and

(b) the fee referred to in Bylaw 24.7.

6.3 A Tenant must, at any time upon request by the Strata Corporation, inform the Strata Corporation of his or her name.

6.4 Any legal costs incurred by the Strata Corporation in enforcing this Bylaw 6.0 shall be the responsibility of the contravening Owner and shall be recoverable from the Owner on a solicitor and own client basis by the Strata Corporation.

6.5 No Tenant shall sub-lease a Strata Lot.

7.0 DECORATION AND IMPROVEMENT

7.1 No Owner, Tenant, or Occupant shall, without the written consent of the Strata Corporation, install shades, awnings, window or balcony guards, screens, ventilators, heating or cooling units, in or about the Premises.

7.2 An Owner shall obtain the written approval of the Strata Council before making an alteration or addition or doing a renovation or other work on or to the Premises (the "Work') that involves any of the following:

(a) the structural components of the building;

(b) the exterior of the building;

(c) chimneys, stairs, balconies, or things attached to the exterior of the building;

(d) doors or windows on the exterior of the building, or that front on the Common Property;

(e) fences, railings or similar structures that enclose a balcony, patio or terrace;

(f) Common Property located within the boundaries of a Strata Lot;

(g) those parts of a Strata Lot which the Strata Corporation is required to insure; or

(h) Common Property, Common Assets or Limited Common Property.

7.3 Any Owner making application to the Strata Council pursuant to Bylaw 7.2 shall provide to the Strata Council:

(a) detailed plans and a written description of the Work; and

(b) any other materials or information reasonably requested by the Strata Council.

7.4 The Strata Corporation must not unreasonably withhold its approval under Bylaw 7.2 but may require, as a condition of such approval that the Owner agree, in writing, to certain terms and conditions, including but not limited to the following:

(a) to pay all costs and expenses related to the Work

(b) to do the Work in accordance with the design or plans approved by the Strata Council or its duly authorized representatives;

(c) to ensure that the standard of workmanship and materials with respect to the Work be of similar or better quality to those on the Premises at the time the Work is done;

(d) to immediately upon request from the Strata Council, provide to the Strata Council evidence of the coverage referred to in Bylaw 7.5;

(e) to, for so long as he, she or it 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 Work;

(f) to indemnify and save harmless the Strata Corporation for any action, damages, costs, loss or expense of whatever kind which the Strata Corporation may sustain in connection with the Work; and

(g) any other terms that the Strata Corporation may reasonably require.

7.5 An Owner shall ensure that contractors hired by him or her to work on the Premises:

(a) carry third party liability insurance with coverage in such amount as may be specified by the Strata Corporation in writing; and

(b) comply with and do all such things as are required to comply with workers' compensation legislation;

7.6 When performing the Work, an Owner shall:

(a) comply with all applicable laws;

(b) obtain all required permits; and

(c) comply with the Bylaws.

7.7 An Owner shall, at the end of each day while the Work is being performed:

(a) clear any debris from and clean any Common Property or land that is a Common Asset affected by the alterations to the Premises; and

(b) fix any damage to Common Property or land that is a Common Asset resulting from the Work;

7.8 An Owner shall not permit alterations to be performed on the Premises between the hours of 9:00 p.m. and 8:00 a.m.

7.9 Where an Owner fails to comply with Bylaw 7.7, the offending Owner shall reimburse the Strata Corporation for any direct costs incurred as a result of such failure.

7.10 Where an Owner makes any alteration or addition to the Premises in contravention of this Bylaw 7.0, the Strata Corporation shall be entitled to do all things as are necessary to restore the Strata Lot to its original condition, and the Owner shall immediately upon receipt of notice from the Strata Corporation reimburse the Strata Corporation for such costs.

7.11 An owner of an apartment Strata Lot who is considering installing any type of hard surface flooring must first obtain Council approval before proceeding with installation and must provide Council with specifications for installing the new flooring and, if it is laminate / hardwood, it must include an underlay with an FIIC rating of at least 55.

8.0 DAMAGE TO PROPERTY

8.1 An Owner, Tenant, Occupant or Invitee shall not do anything or omit to do anything that causes damage to the Premises or to the Common Assets.

8.2 An Owner shall indemnify and save harmless the Strata Corporation from and against any and all manner of actions, causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation legal fees on a solicitor and client basis) which the Strata Corporation may sustain, incur, or be put to by reason of or arising out of:

(a) any act or omission of the Owner or his, her, or its Guests or Tenants; or

(b) the non-observance or violation by the Owner or his, her, or its Guests or Tenants, of the Act, Regulations, Bylaws, or Rules.

9.0 PARKING

9.1 No Owner, Tenant, Occupant or Invitee shall:

(a) park a vehicle anywhere on the Premises except in the parking stall assigned to the Strata Lot occupied by such Owner, Tenant or Occupant, unless private arrangements have been made with another Owner;

(b) cause or permit any Person, other than an Owner, Tenant, or Occupant to use a parking stall on the Premises;

(c) repair, adjust or wash any vehicle on the Premises so as to cause nuisance, inconvenience or mess to an Owner, Tenant or Occupant or to cause damage to the Premises;

(d) cause or permit an unregistered or uninsured vehicle to be parked on the Premises;

(e) permit oil, fluid, gasoline, or other substances to leak from a vehicle so as to cause damage or stains in the parking garage;

(f) park a vehicle in a manner so as to block or reduce the space in roadways, driveways, or ramps in the parking garage.

9.2 The owner of any vehicle parked in an area in which parking is prohibited shall be responsible for costs incurred by the Strata Corporation to tow and impound such vehicle.

9.3 No Owner, Tenant, Occupant, or Invitee shall without the consent of the Strata Council:

(a) use a parking stall for any purpose other than parking a car, motorcycle or trailer and notwithstanding the generality of the foregoing, no Owner, Tenant, or Occupant shall use a parking stall for storage; or

(b) notwithstanding the generality of Bylaw 9.3(a) drive or park a vehicle on the Premises if the weight of such vehicle exceeds 9,000 lbs., including without limiting the generality of the foregoing, a trailer, camper, boat or motor home.

9.4 Except where reasonably required to prevent damage or injury, no Owner, Tenant or Occupant shall use a car horn on the Premises.

9.5 If an Owner, Tenant, or Occupant is in breach of Bylaw 9.1(e) and has failed to remedy the breach within a reasonable period of time following demand from the Strata Corporation, the Strata Corporation shall be entitled to take all such steps as are required to remedy such breach and an Owner shall immediately upon notice from the Strata Corporation, reimburse the Strata Corporation for its costs to do so.

10.0 INSURANCE

10.1 No Owner shall do or permit to be done anything that increases the Insurance Costs or whereby the Insurance Coverage may be invalidated.

10.2 Where an act or omission by an Owner or his, her or its Guests causes an increase in the Insurance Costs, the Owner shall pay to the Strata Corporation, in addition to any fine otherwise levied or payable pursuant to the Bylaws the amount of the increase in the Insurance Costs.

10.3 If damage is caused to Insured Property (the "Damage") by an act or omission of an Owner or an Owner's Guests (the "Responsible Owner") the Strata Corporation may:

(a) make a claim with its insurer for the cost to repair the damage (the "Repair Costs");

(b) repair the Damage; and

(c) deliver written notice to the Responsible Owner of the amount of the Repair Costs.

10.4 Within 30 days of receipt of the notice referred to in Bylaw 10.3(c), the Responsible Owner shall pay to the Strata Corporation the lesser of:

(a) the Deductible; and

(b) the Repair Costs.

10.5 Each Owner of a Strata Lot is solely responsible for all forms of property and liability insurance on his or her Strata Lot and all or any fixtures, contents, or improvements therein and thereto against perils not insured by the Strata Corporation, for amounts in excess of amounts insured by the Strata Corporation, and for whatever is not covered by the insurance policies of the Strata Corporation.

10.6 An Owner may apply to the Strata Council in writing for a copy of any insurance policies effected by the Strata Corporation, and the receipts for the most recent premiums, and the Strata Council shall produce a copy thereof to the applicant within 2 weeks of receiving the application.

11.0 ANNUAL AND SPECIAL GENERAL MEETINGS

11.1 Annual and special general meetings shall be chaired by the President of the Strata Council or, in his or her absence, by the Vice President of the Strata Council.

11.2 Where both the President and Vice President of the Strata Council are absent from an annual or special general meeting, a Chair shall be elected by eligible voters present at the meeting.

11.3 At an annual or special general meeting:

(a) 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 the Strata Lot under s.116(1) of the Act;

(b) Persons who are not eligible to vote may only participate in discussions if permitted to do so by the Chair, and shall leave the meeting if a resolution passed by majority vote is passed requesting them to do so;

(c) Persons who are not eligible to vote, including Tenants and Occupants:

(i) may attend;

(ii) may participate in the discussion at such meeting, but only if permitted to do so by the Chair of the meeting; and

(iii) shall leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

(d) voting cards shall be issued to eligible voters;

(e) a vote is decided on a show of voting cards, unless an eligible voter requests a precise count;

(f) if a precise count is requested by an eligible voter, the Chair of the meeting shall decide whether it will be by show of voting cards or by roll call, secret ballot or some other method;

(g) Notwithstanding the generality of Bylaw 11.3(f) if a secret ballot is requested by an eligible voter, a vote shall be held by secret ballot.

(h) The outcome of each vote shall be announced by the Chair of the meeting and recorded in the minutes of the meeting. The precise number of votes for and against a resolution shall be announced where a precise count was requested by an eligible voter under Bylaw 11.3(f); and

(i) if there is a tie vote, the President of the Strata Council, or if the President is absent or unable or unwilling to vote, the Vice President of the Strata Council may break the tie by casting a second, deciding vote.

11.4 A quorum for an annual or special general meeting shall be the eligible voters holding one third (1/3) of the Strata Corporation's votes, present in person or by proxy.

11.5 If a quorum is not present within 10 minutes from the time appointed for an annual or special general meeting, the persons present and entitled to vote shall constitute a quorum.

11.6 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;

(l) deal with new business, including any matters about which notice has been given under section 45 of the Act;

(m) elect a Strata Council, if the meeting is an annual general meeting;

(n) terminate the meeting.

12.0 STRATA COUNCIL

12.1 The Strata Council shall be comprised of not less than 3 and not more than 7 members.

12.2 Where a Strata Lot is owned by more than one Person, only 1 Owner of that Strata Lot may be a member of Strata Council at any one time.

12.3 Any Owner whose strata fees are in arrears, or against whom the Strata Corporation is entitled to register a lien, shall not be eligible to sit on Strata Council.

12.4 The term of office of a Strata Council member ends at the end of the annual general meeting at which a replacement is elected.

12.5 A Person whose term as Strata Council member is ending is eligible for re-election.

12.6 In the election of Strata Council members held at each annual general meeting, the members elected to fill the vacant positions shall be elected for a term of 1 year.

13.0 REMOVING AND REPLACING STRATA COUNCIL MEMBERS

13.1 Unless all the Owners are on the Strata Council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting remove one or more Strata Council members.

13.2 After removing a Strata Council member, the Strata Corporation shall hold an election at the same annual or special general meeting to replace the Strata Council member for the remainder of the term.

13.3 If a Strata Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term.

13.4 A replacement Strata Council member may be any Person eligible to sit on the Strata Council.

13.5 The Strata Council may appoint a Strata Council member under Bylaw 13.3 even if the absence of the Strata Council member being replaced leaves the Strata Council without a quorum.

13.6 If all the members of the Strata 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 Strata Council by complying with the provisions of the Act, the Regulations and the Bylaws respecting the calling and holding of meetings.

14.0 OFFICERS OF THE STRATA COUNCIL

14.1 At the first meeting of the Strata Council held after each annual general meeting of the Strata Corporation, the Strata Council shall elect, from among its members, a President, a Vice President, a Secretary and a Treasurer.

14.2 A Person may hold more than one office at a time, other than the offices of President and Vice President.

14.3 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.

14.4 If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.

15.0 MEETINGS OF STRATA COUNCIL

15.1 Any Strata Council member may call a Strata Council meeting by giving the other Strata Council members at least 7 days notice of the meeting, specifying the reason for calling the meeting.

15.2 The notice in Bylaw 15.1 does not have to be in writing.

15.3 A Strata Council meeting may be held on less than 7 days 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.

15.4 The Strata Council shall, within a reasonable period of time following a meeting of the members of the Strata Council, provide to the Owners minutes of such meeting.

16.0 REQUISITION OF A COUNCIL HEARING

16.1 By application in writing, stating the reason for the request, an Owner, Occupant or Tenant may request a hearing at a Strata Council meeting.

16.2 If a hearing is requested under Bylaw 16.1, the Strata Council shall hold a meeting to hear the applicant Owner within 2 weeks of receipt of the request.

16.3 If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council shall give the applicant Owner a written decision within one week of the hearing.

17.0 QUORUM AND VOTING AT STRATA COUNCIL MEETINGS

17.1 A quorum of the Strata Council is 2 where there are 4 or less members on Strata Council, 3 where there are 5 or 6 members on Strata Council, and 4 where there are 7 members on Strata Council.

17.2 Strata Council members shall be present in person at the Strata Council meeting to be counted in establishing a quorum.

17.3 At the option of the Strata Council, Strata Council meetings may be held by electronic means, so long as all Strata Council members and other participants can communicate with each other.

17.4 If a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.

17.5 Owners, Tenants, and Occupants may attend Strata Council meetings as observers.

17.6 Despite Bylaw 17.5, no Owner may attend that portion of a Strata Council meeting that deals 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; or,

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

17.7 At Strata Council meetings, decisions shall be made by a majority of Strata Council members present in person at the meeting.

17.8 If there is a tie vote at a Strata Council meeting, the President of the Strata Council may break the tie by casting a second, deciding vote.

17.9 The results of all votes at a Strata Council meeting shall be recorded in the Strata Council meeting minutes, along with the names of the Strata Council members moving and seconding any resolutions.

17.10 The Strata Council shall inform Owners of the minutes of all Strata Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

18.0 DELEGATION OF STRATA COUNCIL'S POWERS AND DUTIES

18.1 Subject to Bylaws 18.2 and 18.3, 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.

18.2 The Strata Council may delegate its spending powers or duties, but only by a resolution that:

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or,

(b) delegates the general authority to make expenditures in accordance with Bylaw 18.3.

18.3 A delegation of a general authority to make expenditures shall:

(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.

18.4 The Strata Council may not delegate its powers to determine, based on the facts of a particular case,

(a) whether a Person has contravened a Bylaw or rule;

(b) whether a Person should be fined, and the amount of the fine; or,

(c) whether a Person should be denied access to any part of the Premises.

19.0 SPENDING RESTRICTIONS

19.1 A Person may not spend the Strata Corporation's money unless the Person has been delegated the power to do so in accordance with the Bylaws.

19.2 Notwithstanding Bylaw 19.1, where there are reasonable grounds to believe that an immediate expenditure is necessary, the Strata Council may make such expenditure without approval at an annual or special general meeting provided that the expenditure is necessary to ensure safety and prevent significant loss or damage, whether physical or otherwise.

20.0 LIMITATION OF LIABILITY OF COUNCIL MEMBERS

20.1 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.

20.2 Bylaw 20.1 does not affect a Strata Council member's liability, as an Owner, for a judgment against the Strata Corporation.

20.3 Bylaw 20.1 shall not apply notwithstanding the fact that it may be discovered that there was a defect in the manner of appointment of the Strata Council member.

21.0 ENFORCEMENT OF BYLAWS AND RULES

21.1 If after all reasonable efforts, the Strata Corporation deems a fine to be the most appropriate penalty for an infraction by the Owner or the Owner's Tenant or Occupant of the Bylaws or Rules, the Strata Corporation may fine an Owner as follows:

(a) for the contravention of a Bylaw, a fine not to exceed $200.00 for each contravention; and

(b) for the contravention of a Rule, a fine not to exceed $50.00 for each contravention.

21.2 The fines referred to in Bylaw 21.1 may be levied for every 7 days in which the contravention continues.

22.0 POOL, THEATRE AND RECREATIONAL FACILITIES

22.1 No Owner, Tenant, Occupant or Invitee shall use the Meeting Rooms, Theatre, or Recreational Facilities:

(a) except in accordance with the Rules;

(b) in a manner which causes unreasonable noise; or

(c) in a manner that causes damage, or disturbance, or which interferes with the use or enjoyment of the Pool, Theatre, or Recreational Facilities by any other Owner, Tenant, or Occupant.

22.2 No Owner, Tenant, or Occupant shall permit a Person under 12 years of age to use the Recreational Facilities, Meeting Room or Theatre, unless such Person is at all times supervised by a Person over 18 years of age.

22.3 An Owner, Tenant, or Occupant that uses the Meeting Room or the Theatre shall return the Meeting Room or the Theatre as applicable to the same condition that it was in prior to such use.

23.0 RENTAL OF TABLES AND CHAIRS

23.1 An Owner, Tenant, or Occupant who requires use of folding tables or stacking chairs for the purpose of using the Theatre or a Meeting Room shall make a reservation for such use no later than 48 hours prior to the time at which such tables and chairs are required, and shall be entitled to use such tables and chairs provided that:

(a) they have not already been reserved by another Owner, Tenant, or Occupant;

(b) such Owner, Tenant or Occupant provides to the Strata Corporation such fees as are required by the Strata Corporation from time to time;

(c) such Owner, Tenant or Occupant shall return the chairs and tables to the Strata Corporation no later than 12 hours after borrowing them;

(d) such Owner, Tenant or Occupant shall not move the tables or chairs in any elevator other than those elevators or that elevator designated for such purpose by the Strata Council from time to time;

(e) the tables shall not be moved in the elevator unless padding has been installed by an employee or agent of the Strata Corporation.

24.0 SALE OF STRATA LOTS & MOVING

24.1 An Owner shall notify the Strata Council in writing upon listing his, her or its Strata Lot for sale, and shall notify the Strata Council immediately upon any change in ownership of that Strata Lot.

24.2 An Owner or agent of the Owner shall supervise a prospective purchaser of a Strata Lot at all times while the prospective purchaser is on the Premises.

24.3 An Owner, Occupant, or agent of the Owner shall not leave open, hold or prop open, or leave unlocked the entrance doors to the Premises or any fire escape for any reason.

24.4 An Owner, Tenant, or Occupant shall notify the Concierge and make arrangements for a moving time prior to:

(a) moving in or out of a Strata Lot; or

(b) the time at which a Tenant or Occupant moves in or out of a Strata Lot;

24.5 An Owner, Occupant or Tenant shall move in or out of a Strata Lot only between the hours of 9:30 a.m. and 9:45 p.m.

24.6 Any damage caused by an Owner, Occupant, Tenant, or his, her or its agents while moving in or out of a Strata Lot shall be the sole responsibility of the Owner of the Strata Lot.

24.7 Except for the first move after the purchase of a Strata Lot by an Owner, each time that an Owner, Tenant, or Occupant moves substantially the whole of his, her or its household furnishings and personal possessions into a Strata Lot, the Owner of the Strata Lot will, within 30 days, pay to the Strata Corporation a fee of $100.00.

24.8 An Owner, Tenant, or Occupant who moves substantially the whole of his, her or its household furnishings and personal possessions into a Strata Lot shall:

(a) not move at any time other than 9:30 a.m. and 5:00 p.m and 6:30 p.m. and 9:45 p.m. on Weekdays, and 9:30 a.m. and 9:45 p.m. on any day other than a Weekday.

(b) give no less than 24 hours notice of such move to the Concierge, and make arrangements for a date and time for the move, and for supervision in accordance with Bylaw 24.8(e);

(c) not cause any damage to the elevator, and without limiting the generality of the foregoing, an Owner, Tenant or Occupant shall arrange with the Concierge to cover the elevator with padding at all times during the move;

(d) notwithstanding the generality of Bylaw 24.8(h) not be entitled lock out the elevator for greater than 4.5 consecutive hours and the Strata Corporation shall be entitled to restrict such Owner, Tenant, or Occupant from using or accessing the elevator immediately upon such Owner, Tenant, or Occupant exceeding the time period set out in this Bylaw 24.8(d);

(e) not move unless such Owner, Tenant, or Occupant has made arrangements for supervision by an on-site agent or the Concierge;

(f) observe and comply with the Rules;

(g) deliver to the Strata Corporation a deposit in the amount of $200.00; and

(h) not spend more than the following time to move into the following Strata Lots:

(i) for a Strata Lot that is a studio, 2.5 hours;

(ii) for a Strata Lot that is one bedroom plus den, 3 hours;

(iii) for a Strata Lot that is two or three bedrooms, 4.5 hours;

and if an Owner, Tenant, or Occupant exceeds the moving times specified above, the Strata Corporation shall be entitled to retain the deposit referred to in paragraph 0 to such charge.

24.9 An Owner, Tenant, or Occupant who requires use of the elevator for moving a large or cumbersome item in or out of a Strata Lot shall:

(a) provide to the Concierge no less than 24 hours notice; and

(b) arrange with the Concierge to cover the elevator with padding before moving such item.

24.10 No Owner, Tenant, or Occupant shall do anything that causes damage to the Premises while moving, and notwithstanding the generality of the foregoing, an Owner shall repair and restore the Premises to the condition that they were in prior to the date on which an Owner, Tenant, or Occupant moved in or out of a Strata Lot.

24.11 If an Owner breaches Bylaw 24.10, the Strata Corporation shall be entitled to take all such steps as are required to repair and restore the Premises, and:

(a) to apply the deposit referred to in Bylaw 24.8(f) in order to do so; and

(b) the Owner shall immediately upon notice from the Strata Corporation pay to the Strata Corporation:

(i) the cost to repair and restore the Premises plus an administrative fee of 10% of such cost; less

(ii) the amount of the deposit applied in accordance with Bylaw 24.11(a).

24.12 An Owner who is selling a Strata Lot shall pay to the Strata Corporation a fee of $100.00 each time the Premises are accessed by a building inspector retained by a prospective purchaser of such Strata Lot.

25.0 MOVIE SHOOTING

25.1 Notwithstanding the generality of these Bylaws, no Owner, Tenant, or Occupant shall permit any Person to use the Premises for the purpose of filming a movie unless such Owner, Tenant, or Occupant:

(a) has received written consent from the Strata Council, in the sole discretion of the Strata Council;

(b) has provided to the Strata Council all such details and information as may be required by the Strata Council, including but not limited to:

(i) the filming schedule and duration;

(ii) the portion of the Common Property required to be used;

(iii) a copy of the agreement with the Persons using the Premises;

(iv) evidence of insurance which is satisfactory to the Strata Council; and

(v) evidence that the Persons using the Premises complied with Workers' Compensation legislation; and

(c) has provided to the Strata Corporation a fee in such amount as may be determined by the Strata Council from time to time; and

(d) at all times complies with the Bylaws and Rules.

25.2 The Strata Corporation may require, as a condition of the consent referred to in Bylaw 25.1(a) that the Owner agree, in writing, to indemnify and save harmless the Strata Corporation for any action, damages, costs, loss or expense of whatever kind which the Strata Corporation may sustain in connection with the filming.

26.0 DISPUTES

26.1 The Strata Council is not required to obtain prior approval or authorization to commence an action 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.

27.0 NOTICE AND CONSENT

27.1 If at any time under these Bylaws, an Owner, Tenant or Occupant is required to provide notice to the Strata Council or to obtain consent from the Strata Council, such notice and consent will be effective only if in writing.

28.0 VOLUNTARY DISPUTE RESOLUTION

28.1 A dispute among Owners, Tenants, Occupants or the Strata Corporation or any combination of them may by notice in writing to the Strata Corporation from any of the disputing parties be referred to the Dispute Resolution Committee provided that:

(a) all of the parties involved in a dispute consent; and

(b) the dispute involves the Act, the Regulations, the Bylaws, or the Rules.

28.2 The Dispute Resolution Committee shall attempt to help the parties involved in the dispute to voluntarily end the dispute.

- Bylaws repealed and replaced in their entirety with the exception of Bylaw 6.3 which shall become Bylaw 7.11 at SGM August 23, 2007