bc Land Title & Survey

Strata Property Act Filing

NEW WESTMINSTER LAND TITLE OFFICE
APR 11 2023 09:26:23.001
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1. Contact

Document Fees: $31.27

Top Vision Realty
200-9645 137 St
Surrey BC V3T 4G8
604 498-0070

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type	LTO Document Reference
Form-I Amendment to Bylaws	

3. Description of Land

PID/Plan Number	Legal Description
NWS3393	**THE OWNERS STRATA PLAN NWS3393**

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Stephen Frederick Graf 9GUZXX

Digitally signed by Stephen Frederick Graf 9GUZXX
Date: 2023-04-07 09:30:05 -07:00

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Strata Property Act
Form I
[am. B.C. Reg. 312/2009, s. 7.]
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan NWS3393 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 March 29, 2023:

Attached as Exhibit A

Nidhi

Signature of Council Member

Nidhi Gupta

Print Name of Council Member

Signature of Second Council Member

VICTOR LANGE

Print Name of Council Member

EXHIBIT A
STRATA PLAN NWS 3393 NICHOLSON GREEN
6866 Nicholson Road, Delta, BC
Amended Bylaws approved at the Annual General Meeting – March 29, 2023

Enforcement of Bylaws and Rules

26. Fines

26.1 The strata corporation may fine an owner;

a. up to $500.00 for each contravention of not picking up the feces of a Permitted Pet left in common areas.

b. up to $1,000 per day for violation of bylaw 43.1 a. and 43.1 b.

c. $500.00 for renting a strata lot for less than 12 months per bylaw 43.3 a. and 43.3 b.

d. up to $200.00 for each contravention of a bylaw, and

e. up to $50.00 for each contravention of a rule.

Parking

38. Parking

38.7 Any resident vehicles parked in violation of bylaw 38.6 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

Short-Term Accommodation and Rentals

43.1 Short-term Accommodation

a. An owner, tenant or occupant must not permit any Residential strata lot to be used or occupied as short-term accommodation – for a period of less than one calendar month by anyone, who directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration.

b. Notwithstanding subparagraph 43.1 a., as follows:
(i) enter into a license for the use of all or part of a Residential strata lot;

(ii) permit any strata lot to be used or occupied as hotel, bed and breakfast, lodging house, home stay, home exchange, time share, or vacation or travel accommodation (such as AirBnB or Vacation Rental By Owner) for any period of time; or

(iii) directly or indirectly advertise, market, promote or license for use any Residential strata lot as hotel, bed and breakfast, lodging house, home stay, home exchange, time share, or vacation or travel accommodation (such as AirBnB or Vacation Rental By Owner) for any period of time.

c. The strata corporation shall take all other necessary steps to enforce this bylaw including, but not limited to, seeking a declaration or injunction.

d. A fine of up to $1,000 per day will be assessed against the concerned strata lot for violation of this bylaw. For clarity, bylaw 26.1 will apply to a contravention of bylaw 43.1 a. and 43.1 b.

e. Legal costs and other reasonable costs incurred by the strata corporation in remedying a contravention of this bylaw shall be paid by the contravening owner, tenant or occupant.

43.2 Short-Term Rentals

No owner, tenant, or occupant will for any reason grant a license to any person to occupy a strata lot under any of the following arrangements:

a. as vacation, travel, or temporary accommodation; or

b. as a motel, hotel, inn, hostel, or bed and breakfast, or other similar accommodations; or

c. as a boarding house, home stay, or student housing; or

d. through any website designed for booking short-term accommodations, temporary accommodations, or vacation rentals, including but not limited to www.airbnb.com, www.vrbo.com and other similar websites; or

e. through any app designed for booking short term accommodations, temporary accommodations, or vacation rentals; or

f. through any other person, agency, or organization which make arrangements for, or which itself reserves, short term accommodations, temporary accommodations, or vacation rentals; or

g. at a nightly or weekly rate.

43.3 Residential Rentals

a. Strata lots must be rented for a minimum of 12 months.

b. If a resident contravenes bylaw 43.3 a., the owner of the strata lot will be subject to a fine of $500.00. For clarity, bylaw 26.1 will apply to a contravention of bylaw 43.3 a.

c. Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.

d. Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

e. Any owner of a strata lot who leases the strata lot without submitting to the strata corporation a Form K in accordance with the Act shall be liable to a fine of $50.00 for every month or part thereof that a tenant is in occupancy of the strata lot and the Form K is not submitted.

Condominium Parkade Gate Security

44.1 A resident must wait for the parkade gate to close following their entrance/exit. Following another vehicle through the parkade gate without waiting for the parkade gate to close is prohibited.

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NEW WESTMINSTER LAND TITLE OFFICE
APR 04 2022 13:08:06.001
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1. Contact

Top Vision Realty
200-9645 137 St
Surrey BC V3T 4G8
604 498-0070

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Garry Gracey
H6WP19

Digitally signed by
Garry Gracey H6WP19
Date: 2022-04-04
12:34:45 -07:00

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Strata Property Act
Form I
[am. B.C. Reg. 312/2009, s. 7.]
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan NWS3393 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 March 30, 2022:

Attached as Exhibit A

Signature of Council Member

IAN TAIT
Print Name of Council Member

Signature of Second Council Member

ANNE DAVIS
Print Name of Council Member

STRATA PLAN NWS3393

NICHOLSON GREEN

BYLAWS

APPROVED AT MARCH 30, 2022 AGM

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NWS3393 NICHOLSON GREEN

BYLAWS

Preamble

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

Unless otherwise stated, all terms have meanings prescribed in the Strata Property Act, S.B.C 1998 c.43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, occupants, and visitors and "a resident" means collectively, an owner, an occupant, or a visitor.

Duties of Owners, Occupants, and Visitors

1. Compliance with Bylaws and Rules

1.1 All residents, guests, visitors, and trades must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

2. Payment of Strata Fees and Specials Levies

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

2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to interest charge of 10% per annum, compounded annually and a $100.00 fine payable for each month the payments are missed.

2.3 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

2.4 Where an owner fails to pay a special levy in accordance with bylaw 2.3, the outstanding levy will be subject to an interest charge of 10% per annum, compounded annually and a $100.00 fine payable for each month the levy is not paid.

3. Repair and Maintenance of Property by Owner

3.1 An owner is strictly liable to the strata corporation to the extent provided by bylaw 2 for any damage to common property, limited common property, common assets or to any strata lot, including personal property contained therein, arising from:

a. any of the following items in the owner's strata lot:

i. dishwasher;

ii. refrigerator with ice/water dispensing capabilities;

iii. garburator;

iv. hot water tank;

v. washing machine;

vi. toilets, sinks, bathtubs;

vii. plumbing pipes and fixtures, where located wholly within the strata lot and accessible to the owner, including fireplaces;

b. anything introduced into the strata lot by the owner;

c. any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;

d. the freezing and bursting of any pipes in the owner's strata lot or located in the common property adjacent to the strata lot that arises from a failure to adjust the heating in the strata lot appropriately for the weather;

e. a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;

f. any pets residing in or visiting at the owner's strata lot; and

g. any person under the age of 19 residing in or visiting at the owner's strata lot.

3.2 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, including the owner's strata lot, as a result of damage for which an owner is strictly liable under bylaw 1 but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy held by the strata corporation. 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.

4. Use of Property

4.1 A resident 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 (instruments, amplifiers, or sound reproduction),

c. unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets, or another strata lot,

d. is illegal, or

e. is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

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 damage caused by occupants, visitors, or trades to the owner's strata lot.

5. Pets and Animals

5.1 A resident or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.

5.2 A resident or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

5.3 A resident must not keep a pet on a strata lot other than as per the following:

a. a reasonable number of fish or other small aquarium animals,

b. a reasonable number of small, caged mammals,

c. up to two caged birds,

d. one small dog, or one cat, weight not to exceed 25 lbs/11.4 kg.

5.4 A resident must not harbour exotic pets, including not exhaustively, snake, reptiles, spiders, or large member of the cat family.

5.5 A resident must apply to the council for written permission to keep a pet (a "Permitted Pet") by registering the pet with the council within 30 days of the pet residing on a strata lot (or the passage of this bylaw) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with name, strata lot number and telephone number of the pet owner. See Appendix 1 - Permitted Pet Registry Form.

5.6 A resident or visitor must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet – two meters in length) at any time within or on the common property or on land that is common asset. A Permitted Pet found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner.

5.7 A resident must not keep a Permitted Pet which is a nuisance on the strata lot, on common property or on land that is common asset. If a resident has a pet which is not Permitted Pet or if, in the opinion of the council, the Permitted Pet is a nuisance or has caused or is causing unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common assets or all of them.

5.8 A resident whose pet contravenes bylaw 5.7 will be subject to applicable fines, 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.

5.9 A pet owner must ensure that a Permitted Pet is kept quiet, controlled, and clean. Any excrement on common property or on land that is a common asset must immediately be picked up and disposed of by the pet owner.

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

5.11 A resident or visitor must not feed birds, rodents, or other wilds animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeder is permitted to be kept on balconies, strata lots, common property or land that is common assets. The only exception is a hummingbird feeder.

5.12 A resident MUST register their pet with Strata Corporation. Failing to do so may result in fine to the owner of the strata lot. See Appendix 1 - Permitted Pet Registry Form.

6. Inform Strata Corporation

6.1 An owner must notify the strata corporation of 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.

7. Obtain Approval Before Altering Strata Lot

7.1 An owner must obtain the written approval of the strata corporation 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. Patios, 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 patios, 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 corporation 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 the hold harmless the strata corporation for any future costs in connection with the alteration.

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

8. Obtain Approval Before Altering Common Property

8.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including 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, it writing, detailed plans and description of the intended alteration

b. obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and

c. obtain the consent of the owners by written approval of the strata council under bylaw 8.1.

8.3 The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

a. that alteration 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 that of the existing structures;

c. the 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, 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 alteration to the common property, limited common property or common assets;

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 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 the owner and shall be added to and become part of the strata fee of that owner for the month next following the date upon which cost of expense 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 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 from the alteration.

8.5 An owner who, subsequent to the passage of bylaw 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, as the case may be, to its condition prior to the alteration. 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 next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

9. Renovations / Alterations

9.1 An owner must give the council two working days' prior notice of the schedule arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbounded tradespersons will result in the levy of fines.

9.2 A resident must not permit any construction debris, material, or packaging to be deposited in the strata corporation's disposal containers.

9.3 An owner must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator the owner must ensure the elevator is protected with proper wall pads and flooring coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby.

9.4 A resident must be responsible to ensure:

a. drop cloths are installed and remove daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and

b. stairs, lobbies, and paths through the parking areas are regularly cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed daily.

9.5 An owner must ensure that the hours of work are restricted to 8:00am to 5:00pm Monday through Friday, and 10:00am to 5:00pm Saturday, Sunday, and statutory holidays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the council at least five business days before the holiday date.

9.6 An owner must be in attendance for all SIGNIFICANT renovations/alterations, the determination of SIGNIFICANT shall be at the discretion of the council.

9.7 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 licences are obtained.

9.8 An owner in contravention of bylaw 9.1 to 9.7 (inclusive) shall be subject to fines 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, on 48 hours' written notice,

i. to inspect, test, repair, renew, replace, or maintain common property, common assets and any portion 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;

ii. to test and repair in-suite fire safety device,

iii. to clean the dryer ducts from inside if deemed necessary by council, or

iv. to ensure a resident's compliance of the Act, bylaws, and rules.

10.2 If forced entry to a strata lot is needed due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all cost of forced entry incurred by the strata corporation.

10.3 The notice referred to in bylaw 10.1(b) must include the date and approximate time of entry, and the reason for entry.

10.4 A resident must fully comply with any request or notice of work that would require the removal of items or vehicles from common property and limited common property (Including parking stalls and storage lockers) so that they do not interfere with scheduled work as per provisions of bylaw 10. 1. A and B.

Powers and Duties of Strata Corporation

11. Repairs 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 has not been designated as limited common property;

c. limited common property, but the duty to repair and maintain it is restricted to

i. repairs and maintenance that in the ordinary course of events occurs less often than once a year; and

ii. the following no matter how often the repair or maintenance ordinarily occurs;

A. the structure of a building;

B. the exterior of a building;

C. patios, chimneys, stairs, balconies, and other things attached to the exterior of a building;

D. doors, windows, and skylights on the exterior of a building or that front the common property;

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 structure of the building,

ii. the exterior of a building.

iii. patios, 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.

Councils

12. Council size

12.1 The council size must have at least three and not more than seven members.

13. Council eligibility

13.1 The spouse of an owner may stand for council if she/he is a registered owner.

13.2 Only one registered owner per strata lot can stand for Council.

13.3 No person may stand for council or, in the discretion of the remaining members of council, continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116 (1) of the Act.

13.4 No person may stand for 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 legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

14. Council members' terms

14.1 The term of office or council member ends at the end of the annual general meeting at which the new council is elected.

14.2 A person whose term as a council member is ending is eligible for re-election.

15. Removing a council member

15.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by majority vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.

15.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.

15.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.

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

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

16. Replacing a council member

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

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

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

16.4 If all the members of the council resign or are unwilling or unable to act, person holding at least 25% of the strata corporation's vote may hold a special general meeting to elect a new council by complying with the provision 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 council held after each annual general meeting of the strata corporation, the council must elect, from the among its members, a president, a vice president, a secretary, and a treasurer.

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

17.3 The vice president has the power and duties of the president

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

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.

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

18. Calling council meetings

18.1 Any council member may call a council meeting by given the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

18.2 A council meeting may be held on less than one week's notice if

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

b. the meeting is required to deal with an emergency situation, and all council members either

i. consent in advance to the meeting, or

ii. are unavailable to provide consent after reasonable attempts to contact them.

19. Requisition of council hearing

19.1 By application in writing, a resident may request a hearing at a 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 council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of application.

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

20. Quorum of council

20.1 A quorum of the council is

a. 1, if the council consists of one member,

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

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

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

21 Council Meetings

21.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

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

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

21.4 Owners and spouses of owners may attend council meetings as observers.

21.5 Despite Bylaw 21.4 no observers may attend those portion of council meetings that deal with any of the following:

a. bylaw contravention hearings under section 135 of the Act;

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

22. Voting at council meetings

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

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

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

23. Council to inform owners of minutes

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

24. Spending restrictions

24.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so.

25. Limitation on liability of council member

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

25.2 Bylaw 25.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

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

Enforcement of Bylaws and Rules

26. Fines

26.1 The strata corporation may fine an owner;

a. up to $500.00 for each contravention of (not picking up) the feces of a Permitted Pet left in common areas.

b. up to $200.00 for each contravention of a bylaw, and

c. up to $50.00 for each contravention of a rule.

26.2 The 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 fee for the strata lot in the next month following such contravention.

27. Continuing contravention

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

Annual and Special General Meetings

28. Quorum of meeting

28.1 If within 30 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 28.1 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

29. Person to chair meeting

29.1 Annual and special general meetings must be chaired by the president of the council

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

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

30. Participation by other than eligible voters

30.1 Occupants may attend annual and special general meeting, whether or not they are eligible to vote.

30.2 Persons who are not eligible to vote may not participate in the discussion at a meeting.

31. Voting

31.1 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.

31.2 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, or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.

31.3 At an annual or special general meeting a vote card must be issued to eligible voters.

31.4 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.

31.5 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.

31.6 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 meeting.

31.7 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

31.8 Despite anything in bylaws 31.1 to 31.8 (inclusive), an election of council or removal of a council member must be held by secret ballot if the secret ballot is requested by an eligible voter.

32. Electronic attendance at meetings

32.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participant can communicate with each other.

32.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purpose of the meeting.

33. Order of Business

33.1 The order of business at annual and special general meeting is as follows:

a. certify proxies and corporate representative and issue voting cards;

b. determine that there is quorum;

c. elect a person to chair the meeting, if necessary;

d. present to the meeting proof of notice of meeting or waiver of notice.

e. approve the agenda;

f. approve minutes from the last annual or special general meeting;

g. deal with unfinished business;

h. receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting.

i. ratify any new rules made by the strata corporation under section 125 of the Act;

j. report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;

k. approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is a annual general meeting;

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

m. elect a council, if the meeting is an annual general meeting;

n. terminate the meeting

34. Voluntary Dispute Resolution

34.1 A dispute among owners, 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,

b. the dispute involves the Act, the regulations, the bylaws or the rules.

34.2 A dispute resolution committee consists of:

a. one owner of the strata corporation nominated by each of the disputing parties and one owner chosen to chair the committee by the person 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.

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

35. Authorization to Proceed

35.1 The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner, 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 cost, 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 result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, or a member of the owner's family.

Marketing Activities by Owners and Occupants

36. Sale of a strata lot

36.1 Real Estate signs must not be displayed in a strata lot or on common property except in the location designated by the strata corporation for real estate signs.

Insurance

37. Insuring against major perils

37.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

37.2 All owner and residents must have private insurance that covers the contents of their units, and also coverage for flood and fire in case such accidents originate from their strata lots.

37.3 In instances in which the responsibility for repairs belongs to the owner, if the cost to repair the resulting damages is below the insurance deductible, the amount will be charged back to their strata lot and must be paid within 30 days. If the cost to repair the resulting damages is above the insurance deductible, the insurance deductible will be charged back to their strata lot and must be paid within 30 days.

Parking

38. Parking

38.1 A resident must not permit any oversized, commercial, or recreational vehicles including, but not exhaustively, boats, trailers, and campers to enter or be parked or stored on common, limited common property or land that is a common asset.

38.2 A resident must not store unlicensed or uninsured vehicles on the common, limited common property or on land that is a common asset.

38.3 A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.

38.4 An owner must not sell, lease, or license parking stalls to any person other than an owner or occupant.

38.5 A resident must park only in the parking stall assigned to the resident.

38.6 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.

38.7 Any resident vehicles parked in violation of bylaw 39.6 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

38.8 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling, and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune-ups, or mechanicals repairs.

38.9 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed eight (8) Km/hour.

38.10 A resident or visitor must not smoke while in the parking area including inside a vehicle.

38.11 A resident must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse, and excess water from the washing area. While washing, a resident must keep audio volume low. Guests may not wash a vehicle on common, limited common property, or land that is a common asset.

38.12 A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline, or other automotive residue.

38.13 A resident may not park in any visitor stall between 9:00am and 9:00pm. Owner vehicles must be moved and parked on the street.

Moving

39. Moving in/out procedures

39.1 A resident must provide notice to the strata corporation of all moving arrangements at least 48 hours before moving date. All moves must take place between 8:00am and 7:00pm, Monday through Sunday.

39.2 A suitable fee, dependent on damages and/or condition, shall be charged to the owner or occupant who leaves the hallways, stairways, or garage in improper condition, when moving in or out of the condominium building.

Appearance of Strata Lots

40. Cleanliness

40.1 A resident must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled, or stored in the strata lot or on common property. Leaves, branches, and moss on balconies must be cleaned up and not allowed to accumulate. Any expenses incurred by the strata corporation to remove and clean up such refuse will be charged to the strata lot owner.

40.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and place in the container provided for that purpose, recyclable materials kept in designated areas, and material other than recyclable or ordinary household refuse and garbage is removed appropriately.

Visitors and Children

41. Children and Supervision

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

41.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at the level that, in sole determination of a majority of the council, will not disturb the quiet enjoyment of others.

41.3 The roadway is not to be used for activities involving balls, hockey pucks or similar devices except under direct supervision of a parent or caregiver.

41.4 The roadway is not to be used to skateboard, rollerblade, or for the use of a scooter. These activities are strictly prohibited, even if under direct supervision of a parent or caregiver.

Miscellaneous

42.1 A resident or visitor must not smoke on the common property.

42.2 A resident or visitor must only use electric or propane barbecues on common property, including limited common property.

42.3 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways, and other parts of the common property. Hindrance and restriction include the keeping of personal items and garbage.

42.4 A resident or visitor must not wear or use, as the case may be, bicycles, inline skates, skateboards, scooters, or hoverboards anywhere in the building, including a strata lot.

42.5 A resident must not permit any person to play or loiter in the garden areas, on common property, or on land that is common asset.

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

42.7 A resident or owner must not erect or display, or permit to be erected or displayed, any signs, fences, billboards, placards, advertising, notices, or other fixtures of any kind on the common property or in a strata lot, unless authorized by the council. This shall include exterior painting and the addition of wood, ironwork, concrete, or other materials.

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

42.9 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen exhaust/extraction fans are used when cooking.

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

42.11 A resident must ensure that drapes or blinds visible from the outside of the building are cream or white in colour.

42.12 A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding, or other articles are hung or displayed from the windows, balconies, or other parts of the building so that they are visible from the outside of the building.

42.13 A resident must not display or erect fixtures, poles, satellite dishes and antennas, clotheslines, racks, storage sheds, and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to free-standing, self-contained planter boxes or containers, summer furniture and accessories.

42.14 An owner must ensure that decorative Christmas lights are installed on/after December 01 of each year and removed on/before January 30 of the following year.

42.15 As they are a potential fire hazard, no natural Christmas trees are allowed, only artificial Christmas trees are permitted.

42.16 An owner must ensure that townhouse hose bibs are protected from frost or freezing. Failure to do so will result in the owner being responsible for all repairs and any resulting damage.

42.17 An owner shall not use the common areas, including but not limited to the main entrance, condominium lobby, hallways, parking garage, grounds, and roadway for the purpose of loitering, meetings, games, parties, or as eating or drinking areas, except in such cases as may be specifically agreed and designated by the Strata Council. The clubhouse may be rented for meetings and parties.

42.18 All garbage, organics, and recycling containers may only be put out on the evening before and the day of the scheduled pickup.

42.19 Other than during the City of Delta's Annual Spring Clean-Up, residents may not place any items including but not limited to construction materials, furniture, household goods, tires, and other garbage on the boulevard outside the front of the property at any time. It is prohibited by municipal bylaw and subject to fines.

APPENDIX 1

STRATA PLAN NWS 3393 NICHOLSON GREEN

PET REGISTRATION FORM

REGISTERED OWNER INFORMATION

NAME _____

UNIT _____

STRATA LOT _____

MAILING ADDRESS (if different from above)

_____

_____

PET INFORMATION

TYPE OF PET _____

BREED _____

REGISTRATION# _____

NAME OF PET _____

SEX OF PET _____

AGE OF PET _____

WEIGHT _____

DESCRIPTION _____

OTHER _____

All pet owners MUST complete a pet registration form and return it to:
Top Vision Realty Inc. 200 – 9645 137 Street, Surrey BC, V3T 4G8
or email to strata@topvisionrealty.com