THE OWNERS, STRATA PLAN LMS-1978
Riverside Gardens

BYLAWS

DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1.1 An owner shall:

(a) permit the strata corporation and its agents, at all reasonable times on 48 hours written notice including the date, approximate time of entry and the reason for entry, except in case of emergency, when no notice is required, to enter his strata lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or common property, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the strata corporation, or for the purpose of ensuring that the bylaws and rules and regulations of the strata corporation are being observed and performed;

(b) promptly carry out all work that may be ordered by any competent public or local authority in respect of his strata lot and pay all rates, taxes, charges, out-goings and assessments that may be payable in respect of his strata lot;

(c) repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws;

(d) use and enjoy the common property, common facilities or other assets of the strata corporation in a manner that will not unreasonably interfere with their use and enjoyment by other owners, their families or visitors;

(e) not use his lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a lot, whether an owner or not, or his family and shall not store any hazardous or flammable items in his lot, storage locker, or in the bicycle room or parkade;

(f) notify the strata corporation promptly on any change of tenancy, ownership or of any change in voting rights with respect to an owners strata lot. If it is with respect to new ownership to notify the strata corporation within 2 weeks of the owners name, strata lot number and mailing address if outside the strata plan;

(g) on request by the strata corporation a resident must inform the strata corporation of his/her name;

(h) comply strictly with all municipal, provincial and federal laws and with the bylaws and rules of the strata corporation adopted from time to time;

(i) pay an interest charge of 10% per annum, compounded annually on unpaid strata fees, on an unpaid special levy, and on outstanding fines;

(j) repair and maintain limited common property except for repair and maintenance that is the responsibility of the strata corporation under these bylaws;

(k) make payment on or before the first day of each month, hereinafter known as the due date of all monthly contributions to the strata fees, contingency reserves, or other monies as set forth from time to time by the Strata Corporation, and the Owner shall be responsible for payment, without invoice, of any monies owing to the Strata Corporation, as outlined in these bylaws;

(l) not permit any act to be done or condition to exist in or abcut his strata lot which causes, or might cause, damage to the common plumbing or electrical systems, or wastage or excessive consumption of the common electricity, water, or natural gas supply;

(m) be responsible for minimizing noise in his suite. If an owner installs hard surface floors they must be insulated;

(n) not permit any act to be done or condition to exist which alters the appearance of the exterior of the building or affix any air-conditioner, antennae, satellite dish, flag, fence, notice, sign, advertisement, or any other material, paint or finish to a window or exterior portion of his lot or the common property, nor install window coverings other than neutral tones which are visible from the exterior of the building, save and except with the written consent of the council;

(o) not install a jacuzzi or any other major appliance which uses the electrical or plumbing systems without the prior written consent of council. Any owner who has such item installed prior to the passage of the bylaws shall within 10 days of passage of the bylaws inform council in writing of the appliance(s) installed. All such installations may be subject to inspection by council;

(p) not use his strata lot for commercial or professional purposes which draws non-residential traffic or for any purpose which may be illegal or injurious to the reputation of the development;

(q) not permit laundry, refuse, boxes, luggage, bicycles, motorized vehicles, household furniture, or any other item to be used, displayed or stored in any patio or balcony area, save and expect for plants, plant containers, propane barbecues or patio furniture. Furniture designed for indoor use is not permissible on common or limited common property;

(r) not make undo noise or keep any instrument or device, in or about his lot, which in the view of council, causes interference with the peace and quiet enjoyment of other owners or residents. Between the hours of 11:00 pm and 8:00 am noise levels in suites and in common areas shall not be excessive as to cause disturbance to other owners or residents;

(s) maintain the security of the common areas of the buildings at all times, and shall not leave any door or garage gate on the common property open while unattended;

(t) maintain and/or repair lawns and/or gardens which have been privately installed adjacent to his strata lot, whether by himself or a previous owner of the said lot;

(u) refuse and/or garbage shall not be left out in common area or limited common area.

DUTIES OF STRATA CORPORATION

2.1 The strata corporation shall 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) repair and maintenance that in the ordinary course of events occurs less often than once a year, and

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

A. the structure of 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 on 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 a 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 common property;

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

2.2 The strata corporation shall:

(a) on written request of an owner or mortgagee of a strata lot, produce to him or a person authorized in writing by him the insurance policies taken out by the strata corporation and receipts for the payment of premiums;

(b) collect and receive all contributions toward the common expenses levied by the strata corporation and paid by the owners and deposit the same with a chartered bank or trust company or credit union or financial institution established by the government;

(c) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of the strata corporation;

(d) where the owner's interest is subject to a registered mortgage which entitles the mortgagee to receive notices of all meetings, minutes, financial statements and documents of similar nature of the strata corporation, the strata corporation shall upon the request of the mortgagee deliver such notices to the mortgagee at such address as the mortgagee shall specify in writing;

(e) subject to the Strata Property Act and the Strata Property Regulation establish a contingency reserve fund for common expenses that usually occur less often than once a year or that do not usually occur and subject to the requirements set out in the Regulation, determine the amount of the annual contribution to the contingency reserve fund;

POWERS OF STRATA CORPORATION

3.1 The strata corporation may:

(a) after approval by a resolution passed by a ¾ vote at an annual or special general meeting, borrow money required by it to exercise its powers and perform its duties;

(b) secure the repayment of money borrowed by it, and the payment of interest, by one or more of a mortgage of property, other than common property, an assignment of unpaid strata fees or special levies and a negotiable instrument;

(c) make an agreement with another for the lease of amenities or services by the strata corporation to the other;

(d) designate, by a resolution passed by a ¾ vote at an annual or special general meeting an area as limited common property and specify the strata lot(s) that are to have the use of the limited common property;

(e) make rules governing the use, safety and condition of the common property and common assets;

(f) join organizations to further its purposes under the Strata Property Act, the regulations and the bylaws and assess the membership fee in the organization as part of the common expenses;

(g) do all things necessary for the enforcement of the bylaws and the rules of the strata corporation, and for the control, management and administration of the common property, common facilities or other assets of the strata corporation, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the bylaws or rules;

STRATA COUNCIL

4.1 Subject to the Strata Property Act, the regulations and the bylaws, the Council must exercise the powers and perform the duties of the Strata Corporation, including the enforcement of bylaws and rules.

4.2 Council size

(a) The council must have at least 3 and not more than 7 members.

4.3 Council eligibility

(a) The spouse of an owner may stand for council.

(b) No person may stand for council or 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 Strata Property Act.

(c) No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.

4.4 Council members' terms

(a) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

(b) A person whose term as council member is ending is eligible for re-election.

4.5 Removing council member

(a) The strata corporation may, by a resolution passed by a two-thirds (2/3) 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.

(b) 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.

(c) 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 the bylaw of the strata corporation for the remainder of the term.

4.6 Replacing council member

(a) 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.

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

(c) The council may appoint a council member even if the absence of the member being replaced leaves the council without a quorum.

(d) If all the members of the council resign or are unwilling or unable to act, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Strata Property Act, the Regulations and the bylaws respecting the calling and holding of meetings.

4.7 Officers

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

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

(c) The vice president has the powers and duties of the president

(i) while the president is absent or is unwilling or unable to act,

(ii) if the president is removed, or

(iii) for the remainder of the president's term if the president ceases to hold office.

(d) The strata council may vote to remove an officer.

(e) 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.

4.8 Calling council meetings

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

(b) A council meeting may be held on less than one week's notice if

(i) all council members consent in advance of the meeting, or

(ii) the meeting is required to deal with an emergency situation, and all council members either

A. consent in advance of the meeting, or

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

(c) In the absence of both the President and Vice-President at a council meeting the members present shall from among themselves appoint a President for that meeting who shall have all the duties and powers of the President while so acting.

4.9 Requisition of council hearing

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

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

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

4.10 Quorum of council

(a) A quorum of the council is

(i) 1, if the council consists of one member,

(ii) 2, if the council consists of 2, 3 or 4 members,

(iii) 3, if the council consists of 5 or 6 members, and

(iv) 4, if the council consists of 7 members.

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

4.11 Council meetings

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

(b) 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.

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

(d) Owners and spouses of owners may attend council meetings as observers.

(e) No observers may attend those portions of council meetings that deal with any of the following:

(i) bylaw contravention hearings under section 135 of the Strata Property Act;

(ii) rental restriction bylaw exemption hearings under section 144 of the Strata Property Act;

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

4.12 Voting at council meetings

(a) At council meetings all matters shall be determined by simple majority vote.

(b) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

(c) The results of all votes at a council meeting must be recorded, along with the names of the council members moving and seconding any

resolutions, and a copy will be kept at the management office, available to owners upon request.

4.13 Limitation on liability of council member

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

(b) Bylaw 4.13(a) above does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

4.14 Delegation of council's powers and duties

(a) subject to the bylaws, the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

(b) the council may delegate its spending powers or duties, but only by a resolution that

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

(ii) delegates the general authority to make expenditures in accordance with bylaw 4.14(c).

(c) a delegation of a general authority to make expenditures must

(i) set a maximum amount that may be spent, and

(ii) indicate the purposes for which, or the conditions under which, the money may be spent.

(d) the council may not delegate its powers to determine, based on the facts of a particular case,

(i) whether a person has contravened a bylaw or rule,

(ii) whether a person should be fined, and the amount of the fine,

(iii) whether a person should be denied access to a recreational facility, or

(iv) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

4.15 Spending restriction

(a) a person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(b) Despite subsection (a), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

DUTIES OF COUNCIL

5.1 The council shall:

(a) keep minutes of its proceedings;

(b) cause minutes to be kept of general meetings;

(c) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure take place;

(d) cause the preparation of proper accounts relating to all money of the strata corporation, or the separate section, as the case may be, and the income and expenditure of it, for each annual general meeting;

(e) on application of an owner or mortgagee, or a person authorized in writing by him, make the books of account available for inspection at all reasonable times; and

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

RETENTION OF RECORDS

6.1 The Strata Corporation must retain the following records and documents and shall make available on request to an owner or a person authorized to receive records and documents under the Strata Property Act:

(a) minutes of annual and special general meetings and council meetings, including the results of any votes;

(b) a list of council members;

(c) a list of

(i) owners, with their strata lot addresses, mailing addresses if different, strata lot numbers as shown on the strata plan, parking stall numbers, if any, and unit entitlements,

(ii) names and addresses of mortgagees who have filed a Mortgagee's Request for Notification under Section 60 of the Strata Property Act,

(iii) names of tenants, and

(iv) assignments of voting or other rights by landlords to tenants under Section 147 and 148 of the Strata Property Act.

(d) books of account showing money received and spent and the reason for the receipt or expenditure;

(e) the registered strata plan and any strata plan amendments as obtained for the land title office;

(f) this Act and the regulations;

(g) the bylaws and rules;

(h) resolutions that deal with changes to common property, including the designation of limited common property;

(i) waivers and consents under section 41, 44 or 45;

(j) written contracts to which the Strata Corporation is a party;

(k) any decision of an arbitrator or judge in a proceeding in which the Strata Corporation was a party, and any legal opinions obtained by the Strata Corporation;

(l) the budget and financial statement for the current year and for previous years;

(m) income tax returns, if any;

(n) correspondence sent or received by the Strata Corporation and council;

(o) bank statements, cancelled cheques and certificates of deposit;

(p) Information Certificates issued under section 59;

(q) the records and documents given to the Strata Corporation by the owner developer under section 20, or obtained by the Strata Corporation under section 23;

(r) any other records required by the regulations.

DUTIES OF THE STRATA CORPORATION

7.1 The strata corporation must hold annual general meetings no later than 2 months after the strata corporations fiscal year end upon at least 2 weeks written notice to all of the following:

(a) every owner, whether or not a notice must also be sent to the owners mortgagee or tenant;

(b) every mortgagee who has given the strata corporation a MORTGAGEE'S REQUEST FOR NOTIFICATION under the Strata Property Act; and

(c) every tenant who has been assigned a Landlord's right to vote under the Strata Property Act, if the strata corporation has received notice of the assignment.

7.2 The strata corporation may hold a special general meeting at any time upon giving at least 2 weeks written notice to all of the following:

(a) every owner, whether or not a notice must also be sent to the owners mortgagee or tenant;

(b) every mortgagee who has given the strata corporation a MORTGAGEE'S REQUEST FOR NOTIFICATION under the Strata Property Act; and

(c) every tenant who has been assigned a Landlord's right to vote under the Strata Property Act, if the strata corporation has received notice of the assignment.

7.3 The notice of the annual or special general meeting must include a description of the matters that will be voted on at the meeting, including the proposed wording of any resolution requiring a ¾ vote or unanimous vote.

7.4 If the meeting is an annual general meeting, the notice must include the budget and financial statement referred to in the Strata Property Act.

7.5 A vote at an annual or special general meeting may proceed despite the lack of notice as required by the Strata Property Act, if all persons entitled to receive notice waive, in writing, their right to notice.

7.6 If 2 or more persons share one vote with respect to a strata lot, all of them must consent to the waiver of notice.

7.7 The strata council determines the agenda of an annual or special general meeting.

7.8 Failure to give proper notice of an annual or special general meeting to a person entitled to receive notice does not invalidate a vote take at the meeting as long as the strata corporation made a reasonable attempt to give the notice required by the Strata Property Act.

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

7.10 A quorum for an annual or special general meeting is eligible voters holding 1/3 of the strata corporation's votes, present in person or by proxy.

7.11 If at the time appointed for a general meeting of the owners, a quorum of one-third (or 33.3%) of the eligible voters is not present, the meeting shall stand adjourned for a period of fifteen (15) minutes, after which time, the eligible voters in attendance shall constitute a proper quorum and the meeting shall commence.

7.12 At an annual or special general meeting, matters are decided by a majority vote unless a different voting threshold is required or permitted by the Strata Property Act or the Strata Property Regulations.

7.13 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 Strata Property Act.

7.14 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 costs, including the legal costs of remedying the contravention of the bylaws or the rules.

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

7.16 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.

7.17 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.

7.18 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.

7.19 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.

7.20 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.

7.21 Electronic attendance at meeting

(a) 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 participants can communicate with each other.

(b) If an annual or general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

7.22 Order of business

(1) The order of business at an annual and special general meeting is as follows:

(a) certify proxies and corporate representatives and issue voting cards;

(b) determine that there is a quorum;

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

(d) present to the meeting proof of notice of meeting or waiver of notice;

(e) approve the agenda;

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

(g) deal with unfinished business;

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

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

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

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

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

(m) elect a council, if the meeting is an annual general meeting; and

(n) terminate the meeting.

PROXIES

8.1 A person who may vote at an annual or special general meeting under Section 54 or 55 of the Strata Property Act may vote in person or by proxy.

8.2 A document appointing a proxy

(a) must be in writing and be signed by the person appointing the proxy,

(b) may be either general or for a specific meeting or a specific resolution, and

(c) may be revoked at any time.

8.3 The following persons may be proxies:

(a) only if permitted by regulation and subject to prescribed restrictions, an employee of the strata corporation;

(b) only if permitted by regulation and subject to prescribed restrictions, a person who provides strata management services to the strata corporation;

(c) subject to the regulations, any other person.

8.4 A proxy stands in the place of the person appointing the proxy, and can do anything that person can do, including vote, propose and second motions and participate in the discussion, unless limited in the appointment document.

VIOLATION OF BYLAWS OR RULES

9.1 To enforce a bylaw or rule the strata corporation may do what is reasonably necessary to remedy a contravention of it's bylaws or rules, including doing work on or to a strata lot, the common property or common assets, and, removing objects from the common property or common assets. The strata corporation may also fine an owner if a bylaw or rule is contravened by the owner, a person who is visiting the owner or was admitted to the premises by the owner for any reason.

9.2 The strata corporation may also fine a tenant if a bylaw or rule is contravened by a tenant, a person who is visiting the tenant or was admitted to the premises by the tenant for any reason.

9.3 If the strata corporation fines a tenant or requires a tenant to pay the costs of remedying a contravention of the bylaws or rules, the strata corporation may collect the fine or cost from the tenant and the owner.

9.4 Any cost or expense incurred by the strata corporation in enforcing a bylaw or rule shall be charged to that owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the cost or expenses occurred, but not necessarily paid by the strata corporation, and shall become due and payable on the date of payment of the monthly assessment.

9.5 The strata corporation may recover from an owner or tenant by an action in debt in a court of competent jurisdiction for monies which the strata corporation is required to expend as a result of a breach of a bylaw or rule by the owner, his employees, agents, invitees or tenant.

9.6 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 costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

9.7 Except as otherwise provided herein, the strata corporation may impose a fine of $200.00 per day upon a strata lot owner for each day that such owner is in violation of any bylaw and $50.00 per day for each day that such owner is in violation of any rule.

9.8 If a violation of a bylaw or rule continues for longer than 7 days, the strata corporation may levy a fine upon an owner or tenant every 7 days.

9.9 The strata corporation must not impose a fine against a person or require a person to pay the cost of remedying a contravention of a bylaw or rule unless the strata corporation has received a complaint about the contravention, given the owner or tenant the particulars of the complaint, in writing, provided a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant, and if the person is a tenant, given notice of the complaint to the persons landlord.

9.10 The strata corporation must, as soon as feasible, give notice in writing of its decision on imposing a fine against a person or require any person to pay the cost of remedying a contravention to the owner or tenant.

9.11 Once the strata corporation has complied with the requirement in respect of a contravention of a bylaw or rule as set out in paragraph 9.9 and 9.10 above, it may impose a fine or other penalty for a

continuing contravention of that bylaw or rule without the requirement to receive a complaint about the contravention or the requirement to give the owner or tenant the particulars of the complaint in writing.

COMMON EXPENSES

10.1 The strata lot owner's contribution to the common expenses of the strata corporation shall be levied in accordance with this bylaw.

10.2 Common expenses shall be allocated to all lots and shall be borne by the owners in proportion to the unit entitlement of their lots.

NOTICES

11.1 A notice or other record or document that the strata corporation is required or permitted to give to a person under the Strata Property Act, the Strata Property Regulation, the bylaws or the rules must be given to the person

(a) if the person has provided the strata corporation with an address outside the strata plan for receiving notices or other records or documents,

i. by leaving it with the person, or

ii. by mailing it to the address provided, or

(b) if the person has not provided the strata corporation with an address outside the strata plan for receiving notices or other records or documents,

i. by leaving it with the person,

ii. by leaving it with an adult occupant of the persons strata lot,

iii. by placing it at the door of the person's strata lot,

iv. by mailing it to the person at the address of the strata lot,

v. by putting it through a mail slot or in a mailbox used by the person for receiving mail, or

vi. by faxing it to a fax number provided by the person.

11.2 The notice, record or document may be addressed to the person by name, or to the person as owner or tenant.

11.3. A notice or other record or document that is given to a person in compliance with this section is conclusively deemed to have been given 4 days after it is left with an adult, put under the door, mailed, put through a mail slot or in a mailbox or faxed.

PROHIBITIONS

12.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets or permit the same to be used in a way that

(a) causes a nuisance or hazard to another person,

(b) causes unreasonable noise,

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

(d) is illegal,

(e) is 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,

(f) which may by injurious to the reputation of Riverside Gardens.

PETS, ANIMALS

13.1 A resident must not keep a pet on a strata lot other than one or more of the following unless special permission is granted in writing by the strata council on application by the owner:

(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 dog or one cat.

13.2 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders, monkeys or large members of the cat family.

13.3 Owners are not to permit their pets to urinate on any part of the common property. Owners shall ensure that any fecal droppings produced by their pet are immediately picked up, encased and suitably disposed of.

13.4 If the council, on reasonable grounds, considers a pet to be a nuisance, such animal shall be removed from the strata lot within thirty (30) days of written notice from the council and/or the strata lot owner may be subject to fines.

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

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

13.7 If a resident contravenes bylaw 13.6, the owner of the strata lot may be subject to a fine of $200.00.

13.8 Notwithstanding bylaw 13.7, a resident whose pet contravenes bylaw 13.6 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for al expenses incurred by the strata corporation to obtain the injunction, including legal costs.

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

13.10 No birdfeeders or bird houses shall be permitted on an owners strata lot and an owner shall not feed pigeons, gulls or other birds, squirrels, rodents or other animals from his strata lot or anywhere in close proximity to the building or within the property boundaries.

ALTERATIONS

14.1 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 a patio, balcony or yard;

(f) common property located within the boundaries of a strata lot;

(g) those parts of the strata lot which the strata corporation must insure under Section 149 of the Strata Property Act; and

(h) wiring, plumbing, piping, heating, air conditioning and other services.

14.2 The strata corporation must not unreasonably withhold its approval under bylaw 14.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any claims arising and future costs in connection with the alteration.

14.3 Any alteration or addition made by an owner without such approval may be restored or removed by the council and any costs incurred as a result thereof shall forthwith be paid by such owner to the strata corporation.

14.4 The council may request that the owner deposit a refundable security deposit with the strata corporation. The amount of such deposit is to be determined by the council.

14.5 Any requests for alterations must be accompanied by all regulatory permits.

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

14.7 All approved alterations shall be performed in a professional manner, to standards set by the council, and shall be done within the period 8:00 a.m. to 5:00 p.m., or as prescribed by the council.

14.8 An owner who is permitted to make alterations shall be responsible for the removal of any construction debris and clean up of common property each day. Where daily clean up is unsatisfactory, council may cause the clean up to be completed at the expense of the owner.

PARKING, AUTOMOBILES

15.1 Except with special written permission from the council, only vehicles with current liability insurance in force shall be permitted in the parking areas.

15.2 Rental of parking stalls to non-residents is prohibited.

15.3 Residents shall park their vehicle(s) only in spaces or areas assigned or rented to them by the strata corporation.

15.4 No one shall park, or leave unattended, or cause to be parked or left unattended, any vehicle in such a position that it infringes access or fire lanes, or no parking zones.

15.5 Vehicles dripping excessive fluids will be prohibited from parking on strata corporation property until repaired. Owners of vehicles causing staining shall clean up all stains. On failure to do so, the council will cause the clean up to be made at the vehicle owner's expense.

15.6 Vehicles may be washed only at the designated location and persons washing vehicles must, on completion, remove excess water and clean the car wash area.

15.7 Except with written permission from the council, assigned parking areas may be used for the storage of one motor vehicle only.

15.8 Except with written permission from council, no recreational vehicles may be parked or left on common property.

15.9 No vehicle, boat or equipment attached thereto that constitutes a fire hazard shall be permitted in the parking area.

15.10 No hazardous materials may be placed or left in the parking area.

15.11 No vehicle shall travel in excess of ten kilometers per hour (10 km/h) on common property.

15.12 An owner shall not undertake major repairs including without limitation motor repairs, tune-ups, oil changes, lubricating or other adjustments to motor vehicles on the common property or any other property which the Strata Corporation or strata lot owner may have a right to use;

15.13 No parking is allowed anywhere along the fire routes, or in any area not specifically designed as a parking space and which the Strata Corporation or strata lot owner has been granted a right to use, nor shall any owner park a vehicle in a manner which will reduce the width of the access driveway.

15.14 Any vehicle which does not comply with section 15.13 may be removed at the owner's expense.

RENTAL RESTRICTIONS

16.1 Subject to the Strata Property Act, there shall be a limit of 7 strata lots that may be rented by the owners of Strata Plan LMS-1978 at any given time.

16.2 An owner claiming an exemption from section 16.1 due to hardship must submit an application to council in writing and must state the reason the owner thinks an exemption should be made and whether the owner wishes a hearing.

16.3 An owner who wishes to lease his strata lot shall apply in writing to the strata council for permission to lease within the prescribed limit as set out in these bylaws.

16.4 Tenants will not be permitted to occupy a strata lot until a Form K – Notice of Tenant's Responsibilities in accordance with the Strata Property Act, is signed by the tenant and presented to the Strata Corporation or it's agent. The Strata Corporation shall be entitled to assess a fine against an owner for failure to provide a Form K in accordance with this section.

16.5 Where the strata council grants to an owner permission to lease his strata lot, the applicant must exercise such permission within 90 days of the date of approval of his application after which time the application and permission become void.

16.6 Where an owner leases his strata lot in violation of this bylaw, the Strata Corporation may levy a fine of $500.00 for each contravention of the bylaw and may levy a fine of $500.00 every 7 days for a continuing contravention of the bylaw.

INSURANCE

17.1 In the event that loss or damage occurs to common property or limited common property or common facilities or an owner's strata lot or another strata lot due to a negligent or inattentive act, or by accident, which gives rise to a valid claim under the Strata

Corporation's insurance policy, it is agreed and understood that: "if the origination of the loss is within the interior confines of an individual strata lot the deductible of the Strata Corporation's policy relative to the loss shall be paid by the individual strata lot in which the cause of the damage originated".

17.2 The foregoing also holds true if the careless, negligent or inattentive acts of a strata lot owner or occupant causes damage outside the strata lot and the origination of the loss is from within the strata lot.

17.3 In the event that an owner or any member of their family, or their guests, servants, tenants, or agents cause damage to common property, limited common property, his own strata lot, or, another strata lot, or common facilities and the damage so caused is not covered by insurance, or if the council chooses not to claim against the corporation's policy, the strata lot owner shall be held responsible for such loss and shall promptly reimburse the Strata Corporation for the full costs of repair or replacement of the damage done.

17.4 In the event the owner of a strata lot held responsible for the insurance deductible or the costs of repair or replacement fails to pay the said deductible or costs, a fine of up to $100.00 per month will be levied against the strata lot owner until the deductible or repair costs are paid. All fines levied shall be considered due in full.

17.5 The only exception to the foregoing is where loss originates from the rupture or malfunction of a permanent public facility, supply line or sewer system that extends from common property into an individual unit, in which case the deductible or repair costs shall be the responsibility of the strata corporation.

17.6 Damage to personal property of an owner or tenant of his unit, together with any upgrading, substituting or improvements or betterments to the unit that have been made or acquired by an owner or tenant of the owner or occupant of his unit from those originally installed shall be the responsibility of the current owner or occupant.

17.7 If it can be proven that an action or negligent act by a strata lot owner results in repair costs or an insurance claim for the corporation subsequent to the owner vacating and/or selling his unit, the corporation may seek damages from the said owner.

17.8 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 may be charged to a strata lot owner and shall therefore be added to and become a part of the assessment of that owner for the month next following the date on which such expense was incurred, and shall become due and payable on the date of payment of the monthly assessment.

BICYCLE & BICYCLE ROOMS

18.1 No washing of bicycles is allowed in the bicycle rooms. The bicycle rooms are for bicycle storage only and any other property left in this room may be removed as directed by the council, and without prior warning. No bicycles shall be kept on balconies or patios.

SALE/LEASE SIGNS

19.1 Any sign respecting the sale or lease of a strata lot shall be hung only from the real estate sign post(s) provided, and such sign shall conform to the type normally hung from these posts.

MISCELLANEOUS

20.1 Wherever the singular or masculine is used throughout these bylaws the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto require.

20.2 Should any portion of this bylaw be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaw, each sub-paragraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.