

***STRATA PLAN
BCS 1106 – HUB
BYLAWS***

Amendments:

Registered: July 21, 2006 No. BA117452

STRATA PLAN BCS 1106 – HUB BYLAWS

Preamble

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

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

Duties of Owners, Tenants, Occupants and Visitors

1. Compliance with bylaws and rules

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

2. Payment of strata fees and special levies

- 2.1* An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2* Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually.
- 2.3* Service charges for NSF cheques will be charged back to the strata lot.
- 2.4* A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy. If an owner fails to pay a special levy at the required time he may be fined \$200.00 for each month the levy remains unpaid.
- 2.5* The common expenses set forth in each annual assessment shall be payable in twelve equal consecutive monthly instalments. A supply of monthly maintenance payment post dated cheques up to and including the last month of the Strata's Corporation's fiscal year must be submitted at the beginning of each fiscal year by each owner, except where an automatic deposit facility is available and being utilized by the owner.
- 2.6* An owner that has not paid each monthly maintenance fee by the seventh (7th) day of the month due shall be subject to a penalty of \$50.00 for the first month, and the penalty shall be increased to \$100.00 for each ensuing month the penalty remains outstanding.

3. Repair and maintenance of property by owner

- 3.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 3.2 An owner who has the use of limited common property must repair and maintain it; except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 3.3 In the interests of safety, upkeep and monitoring of the buildings common areas and assets, the strata corporation will from time to time engage contracts for the purposes of providing regular maintenance, safety inspections or periodic upkeep. Contracted services may include but are not limited to fire alarm and monitoring equipment, dryer vent cleaning, and building envelope maintenance.
- 3.4 The strata corporation where possible will provide notice of upcoming scheduled maintenance that may affect an owner or tenant in meeting minutes or at a minimum within 48 hours by notice in the elevator and mail room. Any owner or tenant who fails to provide access or make other arrangements for access will be fined two hundred(\$200).

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,
 - (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, tenants or visitors to the owner's strata lot.

- 4.4 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, common assets, limited common property or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws and, 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.
- 4.5 A resident must not use or install in or about a strata lot any shades, awnings, window or balcony guards, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council.
- 4.6 A resident must not place any indoor-outdoor carpeting on any deck, patio or balcony, nor install any hanging plants or baskets or other hanging items within three feet of a balcony railing line.
- 5. Pets and animals**
- 5.1 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.
- 5.2 A resident that keeps a pet in a strata lot, either permanently or temporarily, shall register that pet with the strata council by providing to the strata council a written notice, signed by the resident setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet.
- 5.3 A resident shall be entitled to keep one but not more than one of the following:
- (a) A medium size aquarium (maximum 50 pounds);
 - (b) a small cage with mammals;
 - (c) up to 2 caged birds;
 - (d) one dog and one cat, or two dogs, or two cats (permitted pets shall be restricted to a total of 2 (two) per strata lot.
- 5.4 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 5.5 A resident or visitor must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time within on the common property or on land that is a 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.

- 5.6 An owner of a pet shall not permit the pet to urinate or defecate on the common property and limited common property (balconies, patios or decks) and if any pet does urinate or defecate on the common property and limited common property the owner shall immediately and completely remove all of the pet's waste and dispose of it in a waste container or by some other sanitary means.
- 5.7 Pets must not be left unattended on limited common property, common property or on land that is a common asset.
- 5.8 No resident shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
- 5.9 A resident must not keep a Permitted 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 not a Permitted Pet or if, in the opinion of council, the Permitted Pet 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 order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- 5.10 Notwithstanding bylaw 5.8, a resident whose pet contravenes bylaw 5.8 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- 5.11 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.
- 5.12 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.
- 5.13 A resident who contravenes any of bylaws 5.1 to 5.11 (inclusive) will be subject to a \$200.00 fine.

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.
- 6.2 On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.

7. Obtain approval before altering a 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 a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
 - (h) wiring, plumbing, piping, heating, air conditioning and other services.
- 7.2 The strata 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 and hold harmless the strata corporation for any future costs in connection with the alteration.
- 7.3 An owner intending to apply to the strata 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, in 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 alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
 - (b) that the standard of work and materials be not less than that of the existing structures;
 - (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
 - (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to 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 that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.
- 8.4 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 bylaws 8.1 to 8.3 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, 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 scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.
- 9.2 A resident must not permit any construction debris, materials 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 floor 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 removed 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 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays 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 in 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 bylaws 9.1 to 9.7 (inclusive) shall be subject to a fine of \$100.00 (maximum \$200.00) for each contravention, as well as be responsible for any clean up or repair costs.

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, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act;
- 10.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation.
- 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.

Powers and Duties of Strata Corporation

11. Repair and maintenance of property by strata corporation

- 11.1 The strata corporation must repair and maintain all of the following:
 - (a) common assets of the strata corporation;
 - (b) common property that 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, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

12. Council size

12.1 Subject to subsection (2), the council must have at least 3 and not more than 7 members.

12.2 If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

12A. Separate Sections

- (1) The Owners of the residential strata lots being Strata Lots 1 to 42 inclusive shall form a separate section (the “Residential Section”) within the Strata Corporation consisting of the residential strata lots in the strata plan.

12B. Expenses of Section

- (1) The strata lot owners’ contribution of the common expenses of the Strata Corporation shall be levied in accordance with this Bylaw.
- (2) Except as otherwise provided herein, expenses that are not attributable exclusively to the commercial strata lots or exclusively to the residential strata lots shall be borne by the owners of all strata lots in the proportion that the unit entitlement of each such strata lot bears to the aggregate of the unit entitlement of all strata lots;
- (3) Except as otherwise provided herein, expenses attributable exclusively to or reasonably allocable to the commercial strata lots including, but not so as to restrict the generality of the foregoing, the cost of utilities such as hot water, electricity, heating and the cost of insurance, and the cost of any necessary maintenance, repair and replacements to common areas used primarily by the occupiers of the commercial strata lots including areas designated as limited common property for the commercial strata lots (but excluding pipes, wires, cables, chutes and ducts within such limited common property areas which are used by or for the benefit of all strata lots), shall be borne by the owners of the commercial strata lots in the proportion that the unit entitlement of each such strata lot bears to the aggregate of the unit entitlement of all of commercial strata lots;
- (4) Except as otherwise provided herein, expenses attributable exclusively to or reasonably allocable to the residential strata lots including, but not limited to, the costs of utilities such as hot water, electricity, heating and the cost of insurance and the cost of any necessary maintenance, repair and replacements to common areas used primarily by the occupiers of the residential strata lots including areas designated as limited common property for the residential strata lots (but excluding pipes, wires, cables, chutes and ducts within such limited common property areas which are used by or for the benefit of all strata lots), all costs of operation, repair, maintenance and replacement of the elevators, including without

limitation electrical consumption, maintenance, repair and supervision of these areas and of repair, maintenance, purchase or replacement of equipment and furnishings in these areas shall be borne by the owners of the residential strata lots in the proportion that the unit entitlement of each such strata lot bears to the aggregate of the unit entitlement of all residential strata lots;

- (5) If the cost of insurance for the Strata Corporation is increased by reason of the business or activities of the owner or occupier of any particular strata lot, the amount of the increase in cost so attributable to such strata lot shall be borne solely by the owners of that strata lot and shall be excluded from the amount chargeable to all other owners.

Council

13. Council size

- 13.1 Subject to bylaw 12.2 below, the council must have at least 3 and not more than 7 members.
- 13.2 If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

14. Council eligibility

- 14.1 No person may stand for council or, in the discretion of 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.
- 14.2 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 the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

15. Council members' terms

- 15.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 15.2 A person whose term as council member is ending is eligible for reelection.

16. Removing council member

- 16.1 Unless all the owners are on the council, 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.

- 16.2 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.

17. Replacing council member

- 17.1 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.
- 17.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 17.3 The council may appoint a council member under bylaw 17.2 even if the absence of the member being replaced leaves the council without a quorum.
- 17.4 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 Act, the regulations and the bylaws respecting the calling and holding of meetings.

18. Officers

- 18.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 18.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 18.3 The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act,
 - (b) if the president is removed, or
 - (c) for the remainder of the president's term if the president ceases to hold office.
- 18.4 The strata council may vote to remove an officer.
- 18.5 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.

19. Powers and Duties of Sections

- 19.1 The Strata Corporation retains its powers and duties in matters of common interest to all the owners.

19.2 Each separate section of the Strata Corporation shall:

- (a) control, manage and administer the limited common appurtenant to the separate section or to strata lots within the separate section and other assets of the separate section of the Strata Corporation for the benefit of all members of the separate section;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property appurtenant to the separate section and other assets of the separate section;
- (c) maintain all areas of limited common property appurtenant to the separate section or to strata lots within the separate section, both internal and external, including lawns, common gardens, common parking and storage areas, public halls and lobbies;
- (d) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes and ducts for the time being existing in the strata lots within the separate section or the limited common property appurtenant to the separate section or to strata lots within the separate section and used exclusively for that section;
- (e) collect and receive all contributions towards the expenses and deposit same with a savings institution; and
- (f) pay all sums of money properly required to be paid on account of all services, or supplies and assessments pertaining to, or for the benefit of, the separate section.

19.3 A separate section of the Strata Corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by the owners in the separate section in connection with their enjoyment of the limited common property appurtenant to the separate section or to strata lots within the separate section or other assets of the separate section;
- (b) make such rules and regulations as it may consider necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section, and
- (c) do all things necessary for enforcement of the rules and regulations of the separate section, and for the control, management and administration of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section, generally, including removing privileges in use of certain facilities or fixing and collecting fines for contravention of the rules or regulations;
- (d) make an agreement with any occupier or tenant of a portion of the strata lot within the separate section for the provision of amenities or services by it to that portion of the strata lot;

- (e) grant to an occupier or tenant of a portion of a strata lot within the separate section the right to exclusive use and enjoyment of limited common property appurtenant to the separate section or special privileges in respect thereof, such a grant to be determinable on reasonable notice, unless the separate section by unanimous resolution otherwise resolves.
- 19.4 Any resolutions passed by the Strata Corporation or the executive of a separate section shall clearly state the particular strata lot or common property or limited common property to which such resolution applies and resolutions made by the executive of a separate section shall apply only to the strata lots within, and limited common property appurtenant to, that separate section or to strata lots within that separate section.
- 20. Calling council meetings**
- 20.1 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.
- 20.2 The notice in bylaw 18.1 does not have to be in writing.
- 20.3 A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- 20.4 At least one member of the council shall be elected from and among the owners of strata lots in each separate section.
- 20.5 The powers and duties of a separate section shall, subject to any restriction imposed or any direction given at a general meeting of the separate section, be exercised and performed by the executive of the separate section and the member of the separate section may pursuant to these Bylaws elect an executive, call and hold meetings and pass resolutions in the same manner as the Strata Corporation.
- 20.6 Each section must elect an executive for that section and the section executive has the same powers and duties with respect to the section as the Strata Corporation's council has with respect to the Strata Corporation.
- 20.7 The executive of the commercial section shall be elected by and from and amongst the owners within that separate section, shall consist of not more than (1) or less than three (3) members, shall have a chair and a vice-chair and shall conduct the affairs in the same manner as the strata council is required to conduct its affairs pursuant to these Bylaws.

The executive of the residential section shall be elected by and from and amongst the owners within that separate section, shall consist of not more than seven (7) or less than three (3) members, shall have a chair and a vice-chair and shall conduct the affairs in the same manner as the strata council is required to conduct its affairs pursuant to these Bylaws.

21. Requisition of council hearing

- 21.1 By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request.
- 21.2 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 the application.
- 21.3 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.

22. Quorum of council

- 22.1 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.
- 22.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

23. Council meetings

- 23.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 23.2 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.
- 23.3 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 23.4 Owners may attend council meetings as observers by informing the strata council in writing.
- 23.5 Despite bylaw 21.4, no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;

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

24. Voting at council meetings

- 24.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 24.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 24.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

25. Council to inform owners of minutes

- 25.1 The council must circulate to or post for owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.
- 25.2 The executive of each separate section shall keep, in one location, or in the possession of one person and shall make available on request to an owner within the separate section or a person authorized by him:
 - (a) a copy of any special or unanimous resolutions passed by the separate section;
 - (b) copies of all the legal agreements to which, the separate section is a party, including management contracts, deeds, agreements for sale, leases, licences, easements or rights-of-way;
 - (c) minutes of all general meetings of the separate section; and
 - (d) minutes of all meetings of the executive of the separate section.

26. Delegation of council's powers and duties

- 26.1 Subject to bylaws 24.2, 24.3 and 24.4, the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- 26.2 The council may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with bylaw 24.3.
- 26.3 A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.

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

27. Spending restrictions

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

28. Limitation on liability of council member

- 28.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- 28.2 Bylaw 26.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 28.3 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 in 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

29. Fines

- 29.1 Except where specifically stated to be otherwise in these bylaws, the Strata Corporation may fine an owner or tenant:
- (a) \$200.00 for each contravention of a bylaw, and
 - (b) \$50.00 for each contravention of a rule
- 29.2 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 fees for the strata lot in the next month following such contravention.

30. Continuing contravention

- 30.1 Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine will be imposed every 7 days.

Annual and Special General Meetings

31. Quorum of meeting

- 31.1 If within 1/2 hour 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 29.1 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.

32. Person to chair meeting

- 32.1 Annual and special general meetings must be chaired by the president of the council.
- 32.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 32.3 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.

33. Participation by other than eligible voters

- 33.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 33.2 Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- 33.3 Tenants who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

34. Voting

- 34.1 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.
- 34.2 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.
- 34.3 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 34.4 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.

- 34.5 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.
- 34.6 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.
- 34.7 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.
- 34.8 Despite anything in bylaws 32.1 to 32.8 (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.

35. Order of business

- 35.1 The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the strata corporation under section 125 of the Act;
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (m) elect a council, if the meeting is an annual general meeting;
 - (n) terminate the meeting.

Voluntary Dispute Resolution

36. Voluntary dispute resolution

- 36.1 A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- 36.2 A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- 36.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Small Claims Court Proceedings

37. Authorization to proceed

- 37.1 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 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 act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

Marketing Activities by Owners and Occupants

38. Sale of a strata lot

- 38.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.
- 38.2 Open houses must start at 10:00 am and finish no later than 9:00 pm. The owner or owner's representative shall meet each prospective purchaser outside the front entrance. All prospective purchasers must be escorted through to the Strata Lot and out to the front entrance at the end of their visit
- 38.3 No Real Estate Signs will be displayed or mounted anywhere on the Strata Property. Current listings may be displayed in the glass case in the lobby. Open house signs may only be displayed sixty (60) minutes prior to the open house and must be removed immediately after the end of the open house. At no time may any sign block the access of a vehicle or resident to the complex.

- 38.4 Lockboxes are not permitted on common property or land that is a common asset.

Insurance

39. Insuring against major perils / Insurance Deductible

- 39.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.
- 39.2 The strata corporation may recover from the owner the cost for the insurance deductible amount in respect of a claim on the strata corporation's insurance if it is determined that damage to common property has been a result of the owner's negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family. In the event that the cost of the repairs is lower than the insurance deductible amount, the strata corporation may request the owner to pay for the cost to remedy the damage to common property if determined that damage has occurred as a result of owner's negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

Storage

40. Storage

- 40.1 A resident must not store any hazardous or flammable substances in storage lockers.
- 40.2 No part of common property other than designated storage lockers shall be used for storage.
- 40.3 Any owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
- 40.4 An owner must not lease storage lockers to any person other than an owner or occupant.
- 40.5 Currently the building has no storage lockers available however should lockers be created current market rates will apply for rental. Locker rentals are not associated with Title and with change of occupancy next owner on the wait list will revert.
- 40.6 An owner renting a storage locker from the Strata Corporation must complete the Storage Locker Lease Form. The time limit for renting an extra storage locker is for one year, as per the SPA after which the owner must re-apply for approval.

41. Parking

- 41.1 A resident must not store unlicensed or uninsured vehicles on the common, limited common property or on land that is a common asset.
- 41.2 A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.

- 41.3 An owner must not lease parking stalls to any person other than an owner or occupant.
- 41.4 A resident must park only in the parking stall assigned to the resident.
- 41.5 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.
- 41.6 Any resident's vehicle parked in violation of bylaw 39.1 to 39.7 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.
- 41.7 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 mechanical repairs.
- 41.8 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights.
- 41.9 Maximum speed shall be 10km/h within the Hub complex.
- 41.10 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.
- 41.11 A resident must remove any dripped oil, gasoline or other automotive residue from his assigned parking stall, and periodically clean the area.
- 41.12 Owners wishing to rent their parking spots are limited to renting to other residents in the building and must inform strata when a rental/loan of the an owners parking space takes place.

Visitor Parking

- 40.01 Hub has no visitors parking at this time. Visitors are required to locate parking off site or within deemed parking assigned to the resident.
- 40.02 Resident owners are responsible for any damage caused to the common property by their visitors
- 40.03 Vehicles in violation of these rules will be towed at the liability and expense of the vehicle owner.
- 40.04 No residential or visitors are permitted to park in the commercial parking area at anytime.

Moving in/out procedures

- 41.01 An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by council from time to time.
- 41.02 A resident must provide notice to the strata corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 6:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays.
- 41.03 A resident using the elevator during a move must ensure that the **ELEVATOR SERVICE KEY** is used to control the elevator and the doors not jammed open in any manner.
- 41.04 A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.
- 41.05 A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 41.06 Moving may only take place through the main entrance doors of the building. Moving through or across landscaped or grassed areas is not permitted and is subject to a fine.
- 41.07 A resident must pay a refundable deposit of \$200.00, whether in or out, 48 hours prior to any move and any expenses incurred by the strata corporation attributable to the resident and all fines levied will be deducted from the deposit.
- 41.08 A move-in and move-out fee of \$200.00 each is payable 48 hours prior to any move.
- 41.09 A resident contravening bylaws 42.01 to 42.08 (inclusive) shall be subject to a fine of \$200.00

Appearance of strata lots

- 50.01 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. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.
- 50.02 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.

Patios/Decks/Balconies

- 51.01 Items which ARE acceptable and MAY be kept on a patio, balcony or deck are:
 - gas or electric barbecues
 - patio style furniture (no upholstered living room sofas, chairs, bookcases, etc.)

- 51.02 No satellite dishes are to be attached to the exterior of the building or to the railings.
- 51.03 No heavy plants or trees should be kept on patios, balconies, decks or roof decks.
- 51.04 Residents are permitted to have small planters and small flower boxes on their patios with the following instructions:
- (a) Small shrubs and flowers are permitted; no vegetable gardens are allowed.
 - (b) No plantings shall be made that attach themselves to the building areas, such as ivy.
 - (c) The planters and flower boxes must be on the patio, not the common area around them. Any planters/flower boxes must be in appropriate containers on balconies.
 - (d) Residents are responsible for keeping these planters and flower boxes neat and tidy in appearance at all times year-round, and must have trays below them to catch water run-off.
 - (e) Planters and flower boxes must be of a neutral color.

Cleaning of Patios/Balconies

- 52.01 The membranes must be cleaned frequently by the unit owners to ensure long term performance and to minimize the build up of dirt and other contaminants that may ultimately stain and/or deteriorate the membrane.
- 52.02 When washing the patios, balconies or decks, residents must use biodegradable detergent and water taking care to plug the drain during the washing process. The soiled water solution must be picked up with a mop, sponge or wet vacuum, before the drain plug is removed. Patios, balconies or decks must be flushed as necessary with a minimum amount of clean water.
- 52.03 Any defacement of the exterior of the building and/or other common areas attributable to improper draining of liquid material from balcony drains will result in fines assessed to the violators. In addition, the violators may be assessed additional charges for any work or material needed to clean the common area affected.

Rentals

53 Residential rentals

- 53.01 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.
- 53.02 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.

53.03 Building is restricted to no more than 25 % of units to be deemed rentals. Owners wishing to rent must provide written notice to the strata corporation one month prior to the commencing renting. Strata will inform the owner to the status of the number of rentals and will grant or deny authorization to rent. In the event that the cap has been reached owners wishing to rent will have their names added to the rental wait list based on a first come first served basis. Owners granted permission to rent or are currently renting are granted a period of no more than two months to complete repairs to the unit and secure a new tenant.

53.03 A resident contravening bylaws 43.02 to 42.03 (inclusive) shall be subject to a fine of \$200.00

Hardwood Floors

54 An owner of a strata lot who has or installs hard floor surfaces such as hardwood floors, laminate floors or tile in a strata lot must take all reasonable steps to satisfy noise complaints from neighbour.

Visitors and Children

55 Children and supervision

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

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

55.03 Residents are responsible to assume liability for and properly supervise activities of children including, but not exhaustively, bicycling, skateboarding and hockey.

Garbage/Recycling

56.01 All garbage shall be plastic bagged and tied before depositing. Any materials other than household refuse and garbage shall be removed from the strata plan by, or at the expense of, the individual owner/resident.

56.01 No items other than household refuse should be disposed of at any times in the garbage containers. Examples of unacceptable items are: paint cans, used carpets, furniture, dry wall, Christmas trees, mattresses, etc. Such items shall be removed from the property by, or at the expense of, the individual resident.

56.03 Recycle bins must be properly used. All residents should take the time to familiarize themselves with the materials acceptable for recycling in each designated bin, i.e., cardboard, mixed paper, newsprint, and mixed containers.

56.04 No combustible materials may be disposed of in the garbage or recycle bins.

Miscellaneous

- 57.01 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 includes the keeping of personal items and garbage.
- 57.02 A resident or visitor must not wear or use, as the case may be, inline skates, bicycles, scooters or skateboards **ANYWHERE** in the building, including a strata lot.
- 57.03 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.
- 57.04 A resident or owner must not erect or display 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.
- 57.06 A resident must not hang or place any window drapes, blinds, tinfoil, signs or other objects which, in the opinion of the strata council, will adversely affect the consistency of the exterior appearance of the building.
- 57.07 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- 57.08 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
- 57.09 A resident must ensure that drapes or blinds visible from the outside of the building are cream or white in colour.
- 57.10 A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 57.11 A resident must not display or erect fixtures, poles, 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.
- 57.12 An owner must ensure that Christmas lights are installed after December 1st of the year approaching Christmas and removed before January 15th of the year following Christmas.
- 57.13 Any resident who brings a live Christmas tree into the building must ensure that the tree is bagged when it is brought into and removed from the building, and that the tree is removed from the building before January 15th. Any damage or costs incurred to the Strata Corporation will be charged back to the owner.

- 57.14 A resident must not permit a waterbed to be placed in a strata lot, unless the waterbed is equipped with proper frames and safety liners, and the resident carries a minimum of \$100,000 waterbed liability insurance.