CONDEX
PROPERTY MANAGEMENT LTD.

Condominium Property Managers

STRATA CORPORATION

VR 778

BY-LAWS

Amended December, 2006

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STRATA PLAN VR 778 - ARBUTUS VILLAGE

BY-LAWS

A corporation operating under the provisions of the *Strata Property Act*, (hereinafter referred to as "the Corporation").

These bylaws shall be in addition to the Standard Bylaws of the Strata Property Act. In the case of conflict, the Strata Corporation Bylaws shall prevail.

PREFACE

The Strata Corporation shall have bylaws providing for the control, management, maintenance, use and enjoyment of the strata lots and common property and common assets, and for the administration of the strata corporation. All owners shall comply strictly with the By-Laws and with such Rules and Regulations as may be adopted pursuant thereto from time to time. The unit owner is responsible for all actions of his guests, tenants, occupants or trades. Any reference to owner in the bylaws is understood to refer to guests, tenants, occupants or trades.

The Strata Plan VR 778 consists of a 5-storey highrise building, containing suites #101 through #502 and bears the street address of 2140 Briar Avenue, Vancouver, BC, V6L 3E3

Strata Plan VR 778 is an adult-oriented complex.

Should an emergency arise affecting your unit and originating from a common area source, you are to contact the management company directly. 24-hour service is provided. Residents are not authorized to retain trades at the expense of the Strata Corporation. Anyone doing so could be responsible for costs in entirety.

BY-LAW 1: PAYMENT OF STRATA FEES

1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate. The Strata Corporation may register a lien 14 days after the due date.

1.2 All payments of whatsoever nature required to be made by each owner and not paid on or before the date when due shall be subject to a fine of $50.00 per month. All payments on account may first be applied to such charges or fines and secondly to the assessment payment then due.

1.3 *Special Levy:* By approval of a ¾ vote at a general meeting, the strata corporation may authorize an assessment for a specific sum for a specific project, and will transfer any unspent funds from such assessment to the contingency reserve fund.

1.4 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy. Failure to pay a special levy on the due date will result in a fine of $100.00 for every seven-day period for which the payment remains outstanding, unless a greater fine is imposed by special resolution, in which event the greater fine shall prevail.

BY-LAW 2: DUTIES OF AN OWNER

An Owner shall

2.1 permit the Strata Corporation and its agents, at all reasonable times, with proper notice, (except in case of emergency) to enter his strata lot for the purpose of inspecting and maintaining, repairing, or renewing pipes, wires, cables, and ducts 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 ensuring that the bylaws are being observed;

2.2 forthwith carry out all work that may be ordered and pay all rates, charges, outgoings that may be payable in respect of his strata lot;

2.3 repair and maintain his strata lot (excluding doors, and developer installed skylights) and Strata Council approved glass enclosed patios, awnings, balconies, patio improvements, and skylights. Reasonable wear and tear and damage by fire, storm, tempest, act of God and such damage as is insured against by the Strata Corporation is excepted;

maintain the balcony area designated as limited common property;

maintain the garden, patio, balcony, parking space(s) in garage and areas allotted for his exclusive use in a clean and presentable manner. Should any extra flower beds, shrubs or ornamental fences have been added by an owner, the owner shall maintain such areas to the same standard as the other areas maintained by the Strata Corporation;

2.4 use and enjoy the common property, common facilities or other assets of the Strata Corporation in a manner that will not unreasonably interfere with the use and enjoyment thereof by other owners, and will not cause a nuisance or hazard to any other owner;

2.5 an owner is responsible for the servicing, repair and replacement of major appliances such as a dishwasher, stove or refrigerator, etc, installed in his unit and intended for his personal use;

2.6 the Purchaser of a unit to which improvements have been made by a previous Owner assumes responsibility for maintaining, repairing, and insuring these improvements;

2.7 have Christmas lights only between December 1st and January 30th. Clear or white garden lights are permitted;

2.8 provide written notice of any change in mailing address;

2.9 carry third-party liability coverage for any unlicensed vehicle parked in the underground garage areas and provide a copy to the Strata Corporation;

2.10 maintain and replace the glass within the railing of a balcony

An Owner shall not

2.11 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;

2.12 undertake repairs or adjustments to motor vehicles on the property; nor shall any commercial vehicle, truck, trailer, mobile home, boat, or other mobile property be brought onto the property without Council approval. Commercial vehicles may be brought on the property in the course of delivering or removing the contents of a strata lot or when carrying out maintenance in any strata lot;

2.13 use the common areas including the swimming pool and other common facilities except in accordance with the rules and regulations that the Strata Council may from time to time make;

2.14 leave any personal possessions around the exterior of his premises following a written request from Strata Council to remove any such articles or allow the area around his premises to become untidy. The Strata Council shall be at liberty to remove any rubbish or clean up the common area or limited common area in close proximity to an owner's strata lot to its satisfaction and charge the expense to the owner;

2.15 do any act or permit any act to be done, or alter or permit to be altered his strata lot, which will alter the structural integrity or the exterior appearance of the building comprising the strata lots without the prior express written authorization of the Strata Council. Any alteration or addition made by an owner without such approval may be restored or removed by the Strata Council or its duly authorized representative or representatives and any costs incurred by the Strata Corporation as a result thereof shall forthwith be paid by such owner to the Strata Corporation;

2.16 make or permit noise in or about any strata lot or the common property which in the opinion of the Strata Council is a nuisance or unreasonably interferes with the use and enjoyment of any other owner's strata lot. No loud noise such as vacuum, dishwasher, washing machine, or television from 11:00 pm – 8:00 am;

2.17 no mops or dusters of any kind shall be shaken from, and no material substance, especially burning material such as cigarettes or matches shall be thrown out of any window, door, stairway, passage or other part of the strata lot or the common property;

2.18 smoke inside, on common property;

2.19 use the basement lockers for the storage of any combustible material, any item that might produce an objectionable odor, or anything that might attract rodents;

2.20 bicycles are not to be brought through the lobby and common area hallways. Bicycles are to be stored in assigned parking space(s), or in location designated by the Strata Council;

2.21 use common or limited common property for the purpose of garage sales;

2.22 play upon any musical instrument or permit to be operated a phonograph, or radio, or television, loudspeaker, or other sound producing device in such owner's suite, or practice or suffer to be practiced, whether vocal or instrumental music, before 8:00 am or after 11:00 pm if the same shall disturb or annoy other occupants of the building. No owner shall give vocal or instrumental instruction at any time;

2.23 feed any birds, squirrels or other wild animals on any part of the property/strata lots;

2.24 have a waterbed or aquarium without Council approval. Any resulting water damage will be unit owner responsibility.

BY-LAW 3: CORPORATE RECORDS

3.1 The Strata Council shall keep, in one location, or in the possession of the management company, all files outlined in Section 35 of the Strata Property Act.

BY-LAW 4: USE OF STRATA LOT

An owner shall:

4.1 allow his strata lot to be used only as a private dwelling home for one family, which may include a live-in housekeeper or nurse. The strata lot may be used for professional purposes, provided no products or materials are sold from the residence and the residence is used only as a mailing address, a place to retain business records, and for receiving and placing business telephone calls and provided there are no noise disturbances to other strata lots;

4.2 allow his strata lot to be occupied as a place of residence by not more than two (2) persons in a one-bedroom strata lot, four (4) persons in a two-bedroom strata lot, and five (5) persons in a three-bedroom strata lot;

BYLAW 5: PETS

5.1 An owner may not keep any animals, birds, fish or pets of any kind, other than one house cat, or one dog under 30 lbs in weight, on his strata lot or on the common property. Any larger dog would require Strata Council approval.

5.2 Dogs shall be kept on a leash at all times when on the common property of the development.

5.3 Any owner or occupier permitting his pet to foul any part of the common property shall be held responsible for the removal of the excrement.

5.4 Occupants of strata lots shall not feed pigeons, gulls or animals from their strata lot or anywhere in close proximity to the strata plan or within the strata plan VR 778 proximities.

5.5 All pets are to be registered. Should a pet be unattended, fouling or causing damage or a disturbance on common property, at the discretion of the Council, the pet shall be removed and damage paid for by the owner of where the pet resides. Non-compliance with this bylaw will result in a fine of $50.00 every seven days, should the pet not be removed upon written request from Council.

BY-LAW 6: ALTERATIONS

6.1 Obtain approval before altering a strata lot

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 the building;

(b) the exterior of the building;

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

(d) doors, windows or skylights on the exterior of the building, or that front on the common property;

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

(f) limited or 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;

The strata corporation must not unreasonably withhold its approval under these Bylaws, but may require as a condition of its approval that the owner agree 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.

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.

6.2 Obtain Approval for Altering Common Property or Limited Common Property

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.

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

(a) submit, in writing, detailed plans and description of the intended alteration;

(b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities; and

(c) obtain the consent by written approval of the strata council

6.3 Any such alteration or addition made by an owner without authorization may be restored or removed by the Strata Council or its duly authorized representative, and any costs incurred by the Strata Corporation as a result thereof shall forthwith be paid by such owner to the Strata Corporation.

6.4 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:

(i) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;

(ii) that the standard of work and materials be not less than that of the existing structures;

(iii) that all work and materials necessary for the alteration be at the sole expense of the owner;

(iv) that the current owner 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;

(v) 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 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.

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

6.6 An owner who, subsequent to the passage of bylaws 1 to 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 restoration shall be added to 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.

BY-LAW 7: DUTIES OF STRATA CORPORATION

The Strata Corporation shall

7.1 hire, control, manage, maintain and administer the common property, common facilities or other assets of the Strata Corporation for the benefit of all owners;

7.2 keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, shared expenses for the swimming pool, hot tub, apparatus, and equipment used in connection with the common property, or other assets of the Strata Corporation;

7.3 maintain all common areas, both internal and external, including the gardens, walkways, parking and storage areas, public halls and lobbies;

7.4 maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes, ducts, and capable of being used in connection with the enjoyment of more than one strata lot or common property;

7.5 maintain and repair common property that has not been designated as limited common property but the owner must provide access;

7.6 maintain and repair 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. Cleaning of bricks and patio decks is recommended annually and is an owner's responsibility entirely; and

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

(a) the structure of the building;

(b) the exterior of the building;

(c) chimneys, balcony membrane and railing, and other things attached to the exterior of the building, other than the glass within the railings on balconies;

(d) doors, windows (other than windows, such as sealed units involving double glazing, whose maintenance and repair are the responsibility of the owner) and skylights on the exterior of a building or that front on the common property and originally installed by the developer;

(e) fences, railings and similar structures that enclose patios, balconies and yards, other than the glass within the railings on balconies;

7.7 maintain and repair the exterior of the buildings, including exterior window caulking and frames, doors, roofs, patio fences and the decorating of the whole of the exterior of the buildings;

The Strata Corporation may

7.8 grant to an owner the right to exclusive use and enjoyment of common property, or special privileges in respect thereof, and may terminate the grant on reasonable notice:

(a) designate an area as limited common property by a resolution passed by a ¾ vote at an annual or special general meeting;
(b) remove a designation made under subsection (a) by a resolution passed by a ¾ vote at an annual or special general meeting;
(c) without reference to the owners at a general meeting, grant an owner short term exclusive use, subject to conditions, of common assets or common property not designated as limited common property for a period of not more than one year;
(d) renew the permission given under subsection (c), or cancel the permission after giving the owner reasonable notice of the cancellation;

7.9 do all things necessary for the enforcement of the Bylaws, the Rules and Regulations 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, Rules and Regulations, and any amount expended under this subsection shall become due and payable to the Strata Corporation upon demand, and shall be added to the new levy on that owner for the following month;

7.10 join any organization serving the interests of the Strata Corporation and assess the membership fee in the organization as part of the common expenses;

7.11 pay on behalf of an owner any charges required to be paid by the owner, with any such payments to be levied against the owner.

BY-LAW 8: FINANCIAL

The Strata Corporation shall:

8.1 collect and receive all contributions toward the common expenses paid by the owners and deposit them in a separate account with a chartered bank, credit union or trust company. Contingency reserve funds shall similarly be deposited in separate trust accounts with a chartered bank, credit union, or trust company. Withdrawals from these accounts and any investment of the funds shall be approved by the strata council. All accounts shall be opened and investments made solely in the name of the strata corporation;

8.2 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;

8.3 determine the levy for the contingency reserve fund which shall be not less than ten per cent (10%) of the total annual budget, until the reserve reaches an amount of 25% of the annual operating budget, and that the Strata Council considers sufficient having regard to the type of buildings and equipment in the strata plan, and thereafter raise such further amounts of replacements of funds from time to time and over such a period of time as the Strata Council thinks fit;

BY-LAW 9: INSURANCE

9.1 obtain and maintain insurance on the buildings, the common facilities and any insurable improvements owned by the strata corporation to the full replacement values as required by the *Strata Property Act*;

(b) review annually the adequacy of the insurance;

(c) pay premiums on policies of insurance effected by it under the *Strata Property Act*;

(d) obtain and maintain insurance in respect of any other perils, including liability, as provided in the *Strata Property Act*;

(e) on the written request of an owner of a strata lot, produce to such owner or person authorized in writing by the owner, the policy or policies of insurance effected by the strata corporation and the receipt or receipts for the last premium in respect thereof;

9.2 Insurance Deductible:
Where a claim has been made against the Corporation Insurance policy that is attributable to damage caused by negligence of a strata lot resident or originating within that strata lot (except for any damage originating from within the walls), the owner of that strata lot shall be charged a sum equal to the deductible charged by the insurer as a result of a claim, which charge will be added to that strata lot owner's next regular monthly maintenance assessment. Should repairs be less than the insurance deductible amount, then the cost of the repairs will be added to the strata lot owner's next regular monthly maintenance assessment.

9.3 An owner shall not be responsible for the deductible charged by the insurer to replace broken windows, except where the unit has enclosed a balcony patio area, and then the strata lot owner shall be responsible for glass replacement in entirety.

9.4 The purchaser of a unit to which improvements have been made by a previous owner assumes responsibility for maintaining, repairing, and insuring these improvements.

9.5 The Strata Corporation shall not be responsible to an owner for any loss or damage as a result of an overflow or leakage of water or back-up from drains caused by the negligence of any owner or the malfunction of any of the appliances from any other strata lot.

BY-LAW 10: WINDOWS and PATIOS:

10.1 Windows:

(a) The owner is responsible for all interior accessible repairs for window related works. Replacement of windows for broken seals remains entirely owner responsibility

(b) The strata corporation maintains responsibility for exterior inspection, caulking, and repairs necessitated for building maintenance.

(c) Where the appearance of a window, because of a broken seal, is such that it detracts from the look of the building, the owner must replace the glass on the direction of the strata council.

(d) When windows are cracked or broken due to exterior force, the strata corporation will replace the glass except in balcony enclosures and glass in balcony railings. Balcony enclosures are owner's responsibility in entirety as balcony enclosures were not part of the original building. This responsibility includes glass replacement, exterior repairs and insurance deductible.

(e) When windows are replaced the glass shall not be tinted, to be visible from the exterior.

BY-LAW 11: COUNCIL OF THE STRATA CORPORATION

11.1 The powers and duties of the Strata Corporation shall, subject to any restriction imposed or direction given at a General Meeting, be exercised and performed by the Strata Council.

11.2 At each Annual General Meeting of the Strata Corporation, owners or their partner shall be elected to serve on the Strata Council for a period of one year. Retiring Strata Council members shall be eligible for re-election, but no member shall be elected for more than four consecutive terms. The Strata Council shall comprise of three to seven members.

(a) Council members shall be volunteers.

(b) The strata council may, by the unanimous vote of the remaining members and with just cause, remove any member of the strata council before the expiration of his term of office and may appoint another resident owner in his place, to hold office until the next annual general meeting.

(c) The office of member of the strata council shall be vacated if the member
(i) by notice in writing to the strata corporation resigns his office, or
(ii) becomes bankrupt, or
(iii) is found to be or becomes mentally incompetent, or
(iv) is in any arrears, whereby a lien can be registered, or
(v) has been removed from office in accordance with the provisions of these bylaws.

(d) Where a vacancy on the strata council occurs, the remaining members of the strata council may select from among the owners or their partner a member to replace the departing strata council member and to fulfill the balance of his term of office.

11.3 A quorum of the strata council shall be:

(a) two, if the council consists of two, three or four members;

(b) three, if the council consists of five or six members; and

(c) four, if the council consists of seven members.

11.4 (a) At the first meeting of the strata council held after each annual general meeting of the strata corporation, the strata council shall elect from among its members a president, a vice-president, a treasurer, a representative on the inter-strata recreation committee and a landscaping member, all of whom shall hold office until the conclusion of the next annual general meeting of the strata corporation.

(b) Where the president is absent from any meeting of the strata council, or vacates the chair during the course of any meeting, the vice-president shall act as the president and shall have all the duties and powers of the president while so acting.

(c) In the absence of both the president and vice-president, the members present shall from among themselves appoint a chairman for that meeting who shall have all the duties and powers of the president while so acting.

11.5 The Strata Council shall not, except in emergencies, or for necessary repairs, approve without authorization by a special resolution of the Strata Corporation, an expenditure exceeding Three Thousand Dollars ($3,000) which was not set out in the annual budget of the Corporation and approved by the owners at a General Meeting.

11.6 The Strata Council shall not make expenditures out of the contingency reserve funds without a special resolution approved by the Strata Corporation unless the Strata Council considers the expenditure is necessary to meet an emergency, or necessary repair.

BY-LAW 12: DUTIES OF THE STRATA COUNCIL

The Strata Council shall

12.1 In exercising the powers and performing the duties of the strata corporation, each council member must

a) act honestly and in good faith with a view to the best interests of the strata corporation, and

b) exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances.

12.2 (a) Regular meetings of the council shall be held at least three times a year.

(b) Any council member may call an additional council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting. The notice does not have to be in writing.

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

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

(ii) the meeting is required to deal with an emergency situation, and all council members either consent in advance of the meeting, or are unavailable to provide consent after reasonable attempts to contact them.

(d) An owner or tenant may attend at the start of a council meeting to express a concern.

(i) By application in writing, stating the reason for the request, an owner or tenant may request a special hearing before the council, and council must hold the meeting to hear the applicant within one month of the request.

(ii) 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 hearing.

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

12.3 At meetings of the strata council, all matters shall be determined by simple majority vote. In case of a tied vote, the president of the strata council shall have a casting vote in addition to his original vote.

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

12.5 A member of the strata council is not personally liable for the effects of an act done in good faith in carrying out his duties as a member of the strata council.

12.6 subject to any restriction imposed or direction given at a General Meeting, delegate to a Member or Committee of the Strata Corporation, such of its powers and duties as it thinks fit, and at any time revoke such delegation, however, Strata Council may not delegate its powers to determine, based on the facts of a particular case,

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

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

(c) whether a person should be denied access to a recreational facility.

BY-LAW 13: GENERAL MEETINGS

13.1 Annual general meetings shall be held once in each year, and no more than two months after the Strata Corporation's fiscal year-end.

13.2 All general meetings other than the annual general meetings shall be called special general meetings.

13.3 (a) The strata council may whenever it thinks fit, and shall upon requisition in writing by owners of 25% of the strata lots, convene a special general meeting.

(b) Fourteen days' notice of every general meeting specifying the place, the date, and the hour of meeting, and in the case of special business, the general nature of such business, shall be given to all owners

(c) Notice shall be given to the owner by mailing or delivering it to him at the address supplied to the strata corporation by the owner

(d) Failure to give notice to an owner, or failure to receive the notice by an owner does not invalidate the meeting or any proceeding thereat.

(e) Any notice shall be deemed to have been received 4 days following its mailing or delivery date.

(f) In computing the number of days notice of a general meeting required under these bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted.

13.4 Most business shall be deemed special that is transacted at an annual general meeting or a special general meeting, with the exception of the consideration of accounts and election of members to the strata council.

13.5 Unless provided for in these bylaws, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at that time when the meeting proceeds to business.

(a) One-third of the persons entitled to vote present in person or by proxy shall constitute a quorum.

(b) If a quorum is not present one-half hour after the time appointed for the general meeting to begin, the meeting shall stand adjourned and immediately reconvene, the persons entitled to vote then present being a quorum.

13.6 The president of the strata council shall be the chairman of all general meetings or in his absence from the meeting, the vice-president of the strata council shall act as chairman provided always that if the president and vice-president shall be absent or shall vacate the chair or refuse to act, the meeting shall appoint a chairman.

13.7 Registered owners and the person to whom a proxy has been assigned, shall be eligible to attend and speak at General meetings. If the Strata Corporation is eligible to register a lien against a strata lot for failure to make payments due, then such owner or proxy holder shall not be eligible to vote at a general meeting.

BY-LAW 14: PROCEEDINGS AT GENERAL MEETINGS

The order of business at annual general meetings, and as far as is appropriate at all special general meetings, shall be

(a) if the president and vice-president of the strata council shall be absent, the election of the chairman of the meeting;
(b) certify proxies and issue a voting card for each strata lot represented at the meeting;
(c) determine that there is a quorum;
(d) file proof of notice of meeting or waiver of notice;
(e) approve minutes of the last annual or special general meeting;
(f) receive committee reports;
(g) report on insurance coverage;
(h) consider the accounts, adopt the balance sheet, adopt the budget;
(i) ratify any new rules made by the strata corporation under Section 125 of the *Act*;
(j) elect a strata council, if necessary;

(k) new business;
(l) adjournment.

BY-LAW 15: VOTES OF OWNERS

15.1 At any annual or special general meeting matters are decided by a majority vote of owners present in person or by proxy, unless a ¾ majority vote is required by the *Strata Property Act* or the Regulations.

15.2 A vote is decided on a show of voting cards.

15.3 The outcome of each vote must be announced by the chair and recorded in the minutes of the meeting.

15.4 If there is a tied vote for any resolution, the president or, if the president is absent or unable or unwilling to vote, the vice-president is entitled to cast a second, deciding vote.

BY-LAW 16: VIOLATION OF BY-LAWS

16.1 Any infraction or violation of these Bylaws or any Rules and Regulations established pursuant to these Bylaws on the part of an owner may be corrected, remedied or cured by the Strata Corporation.

16.2 Any costs or expenses expended or incurred by the Strata Corporation in correcting, remedying or curing such infraction or violation, shall be charged to such owner. Such costs or expenses shall include all administrative and/or legal costs and expenses expended or incurred by the Strata Corporation, on a solicitor and own client basis and shall become due and payable by the owner when incurred by the Strata Corporation.

16.3 The Strata Corporation may recover from an owner by an action for debt in any court of competent jurisdiction any sum of money which the Strata Corporation is required to expend as a result of any act or omission by the owner, which violates these Bylaws or any Rules and Regulations established pursuant to these Bylaws, and there shall be added to any amount found due, all costs of such action including costs on a solicitor and own client basis.

16.4 The Strata Council shall enforce the bylaws and the regulations of the strata corporation and discourage their contravention by

(a) removing privileges in the use of certain facilities;

(b) fining owners a maximum of $200.00 for each contravention of a bylaw and $50 maximum for each contravention of a regulation, generally after giving an owner time to comply with the bylaw or regulation. If the contravention continues, an additional fine of the same amount may be imposed every 7 days.

(c) All payments on account shall first be applied to such charges or fines and secondly to the assessment or maintenance payment then due.

(d) Strata council may establish a sliding scale of fines commensurate with the seriousness of the offences.

16.5 Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies.

BY-LAW 17: SMALL CLAIMS COURT PROCEEDINGS

17.1 Authorization to Proceed

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 strata maintenance fees, special levy fees, administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the Bylaws or Rules and Regulations 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 owners visitors, occupants, guests, employees, agents or a member of the owners' family.

BY-LAW 18: BUDGET AND COMMON EXPENSES

18.1 The strata corporation must prepare a budget for the coming fiscal year for approval by a resolution to be passed by a majority vote at each annual general meeting.

18.2 The proposed budget must be distributed with the notice of the annual general meeting and must be accompanied by a financial statement as set out in Section 103(2) of the *Strata Property Act.*

18.3 The proposed budget may be amended by a majority vote at the annual general meeting before the budget itself is put to the vote.

18.4 The budget shall provide for:

(a) an operating budget;

(b) a contingency reserve fund.

Transfers from one fund to another may be made by vote of the strata council on the recommendation of the treasurer, but these must subsequently be approved by adoption of the balance sheet, by the strata corporation at an annual or special general meeting.

18.5 The strata corporation may prepare a depreciation report estimating the repair and replacement cost for major items in the strata corporation and the expected life of those items to assist it in determining the appropriate amount for the annual contribution to the contingency reserve fund. Such depreciation report may be based on information drawn

from the guidelines for depreciation reports in the *Act*, Strata Property Regulation 6.2, and may be reported under committee reports at the annual general meeting.

18.6 Subject to Section 14 of the *Act*, surpluses in the operating expenses accruing during the fiscal year to which the budget relates shall be carried forward as part of the operating fund surplus, to be used at the discretion of Council in future years, unless the strata corporation, subject to provisions of the *Act*, Section 105, determines otherwise by a ¾ vote at an annual general meeting.

18.7 The common expenses of the Strata Corporation shall be paid by the owners in accordance with the following provisions:

(a) The common expenses of the Strata Corporation shall be paid from the Strata Corporation accounts and such expenditures shall be in accordance with the annual budget of the Strata Corporation.

(b) In accordance with the lease applicable until 2016, the costs incurred in operating, maintaining, and repairing the Arbutus Village Recreation Centre, including the cost of any improvements and expenditures of a capital nature, shall be shared by all of the Strata Corporations within the Arbutus Village development in the proportion that the aggregate unit entitlement of all lots of each Strata Corporation bears to the total of the aggregate unit entitlement of all lots of all such Strata Corporations. The Recreation Centre shall have its own account for operating costs.

(c) The common expenses of the Strata Corporation shall provide for proportionate contribution (based on the number of units) to shared expenses between the strata corporations of Phase III, being VR 563 VR 610 VR 778. Without limiting to the following, such shared items are the outdoor pool, hot tub, pool cabana and surrounding fence. In addition, it is understood there may be other shared items such as walkways maintenance and walkway lighting, and other mutually shared access areas and services received.

BY-LAW 19: RENTING/LEASING OF STRATA LOTS

RESTRICTION ON RENTALS

19.1 Subject to the Strata Property Act of British Columbia, Section 143, and the following hardship provisions, no strata lots within Strata Plan VR 778 may be leased or rented at any time.

19.2 An owner may apply for an exemption where this bylaw causes hardship to the owner subsequent to owner occupancy of one year. The application must be in writing and must state the reason the owner considers that an exemption should be made, and whether the owner wishes a hearing. If approval of an application is made by the Council, the applicant must exercise such permission within 90 days of the date of approval.

19.3 An owner who leases his strata lot shall provide to the Strata Corporation a properly completed Form "K" Tenants Undertaking in accordance with of the Strata Property Act.

Failure to provide a Form K within 10 days of the commencement of the tenancy, or change in the tenancy, shall be cause for a fine of $25.00 for each 7 days of breach against the strata lot owner.

19.4 For the purposes of enforcement of this by-law, a tenant shall be defined to include:

(i) Any person not a member of the immediate family of the owner as defined in the Strata Property Act;

(ii) Any person beneficially owning less than 50% of the shares, which carry the right to vote, of a corporate owner;

(iii) Any person owning less than 40% undivided registered or beneficial interest in the strata lot;

(iv) The occupancy of a strata lot by persons other than the registered owner and/or his immediate family for a period in excess of one month shall be considered a lease/rental and subject to the provisions of the bylaws.

19.5 Should any owner of a strata lot lease his strata lot in contravention of the limitations contained in this Bylaw, save and except Form K, the Strata Council shall be entitled to take any one or more of the following actions:

(i) an owner leasing in breach of this by-law must immediately give his tenant notice to vacate in accordance with the legislation and/or common law of the Province of British Columbia governing such residential tenancies;

(ii) if rental continues without interruption for longer than seven (7) days, levy a fine of $500.00 every seven (7) days, for a total monthly fine of $2,000.00. Such fine to be added to and form part of the month's assessment or levy to be collected by the Strata Corporation from the owner of the strata lot and the Strata Council is hereby authorized to take all steps necessary to collect such amounts from any owners.

(iii) Seek a declaration of any court of competent jurisdiction with regard to the enforcement and/or an injunction to prevent the continued leasing of such strata lot; and upon receiving such declaration and/or injunction, the reasonable cost of obtaining the same shall be the responsibility of the strata lot owner's contravening the provisions of this by-law and shall be recoverable on a solicitor and client basis by the Strata Corporation.

(iv) Should any portion of this by-law be deemed unenforceable by a Court of competent jurisdiction then for the purpose of interpretation and enforcement of the by-law each subparagraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

19.6 Where an owner is in default under this Bylaw and has incurred any fine provided herein to be paid, the amount of such fine shall be payable on demand and if not paid shall be

added to the monthly assessment for common expenses; and if such default continues for three (3) months the Strata Corporation shall register in the Land Registry Office a Certificate in Form "G" of the Strata Property Act.

BY-LAW 20: USE OF COMMON AREAS

20.1 The common property must be kept free of restrictions or hindrances. Without limiting the generality of the foregoing, this includes entrances, exits, halls, vestibules, passages and stairways in the highrise building, and the driveways, sidewalks, and parking lots.

20.2 An owner shall not use any part of the common property, other than roads and designated parking spaces, for the operating or parking of motor vehicles except in accordance with permission in writing from the Strata Council, nor shall he obstruct or permit the sidewalks, walkways, passages, driveways and parking areas to be obstructed by motor vehicles of his family, guests or visitors.

BY-LAW 21: HAZARDS AND CLEANLINESS

21.1 Everything shall be done to reduce fire hazards and nothing shall be brought or stored on a Strata Lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.

21.2 Any material other than ordinary household refuse and garbage must be removed from the common property or the owner's strata lot, by the owner or at his/her expense.

21.3 An owner shall not allow his strata lot to become unsanitary.

BY-LAW 22: USE OF BALCONIES AND PATIOS

22.1 Balconies and patios are limited use common property and are intended for the quiet and normal use of each strata lot owner whose lot is adjacent thereto.

22.2 Owners are responsible to provide access for Strata Corporation to undertake roof membrane repairs or replacement. Removal, replacement of or damage to improvements will be owners responsibility.

22.3 An owner who has exclusive use of a balcony or patio which is designated on the strata plan for VR 778 as limited common property for the use of their strata lot must replace, repair and maintain his or her limited common property balcony or patio and all improvements thereon including without limitation, glass enclosures, glass within the railing, and interlocking bricks, no matter how often the replacement, repair or maintenance occurs.

22.4 Watering of plants and washing of decks shall be with care and consideration of neighbors below.

22.5 Resurfacing of patios/ balconies is not permitted without written consent of the strata council. Removal, replacement of, or repair of damage to improvements will be owner responsibility.

22.6 Permission must be obtained from the Strata Council for planters/ containers that cannot be moved by one person. The owner will be responsible for removal costs in the event roofing work needs to be done.

BY-LAW 23: EXTERIOR APPEARANCE AND ALTERATIONS

23.1 Reasonable and inconspicuous patio furniture, household items, plants, and shrubs, etc, may be located on balconies and patios.

23.2 Owners shall not allow their balconies, patios, or parking areas to become untidy, either by their use for storage purposes or by the accumulation of untidy personal items, etc.

23.3 No signs, fences, billboards, placards, advertising, lockboxes or notices of any kind shall be erected or displayed on the common property or be visible from common property external to the strata lot without prior approval by the Strata Council.

23.4 No awning, shade, window or balcony guards or screens, ventilators, supplementary heating, or air conditioning devices shall be used or installed without written approval of the Council.

23.5 No antennas for radios, TV, citizen bands, or other forms of transmitting devices or similar structures or appurtenance thereto shall be erected on or fastened to any balcony unit or patio without written approval of Council.

23.6 No laundry, washing, clothing, bedding or other articles shall be hung, or displayed from windows, balconies or other parts of the buildings so that they are visible from the outside of the buildings.

23.7 The exterior appearance of the strata lot property shall not be altered by painting or otherwise.

23.8 No changes in the type of color of window glass, nor application of any plastic film to window glass shall be made without prior written consent of the Strata Council.

23.9 The exterior-facing color of all draperies and/or linings shall be a "light neutral beige-cream" color so as to maintain a uniform appearance to the outside of the building.

BY-LAW 24: PARKING GARAGE

24.1 An owner shall use the exclusive-use common property parking space which has been specifically assigned to his/her strata lot.

24.2 The parking space assigned to a strata lot shall not be rented or leased to non-residents.

24.3 Garage rules, especially posted speed limits, are to be strictly observed by all users of the underground parking facilities. The maximum speed limit shall be 8 km/hr.

24.4 No repairs or adjustments shall be made to motor vehicles on the premises.

24.5 Cars may be washed only in such a manner as will not cause nuisance or annoyance to other owners, and in such place and at such times as the Strata Council may direct. Non-residents' cars may not be washed on the property.

24.6 Automobile horns are not to be sounded in the entrance driveway or within the parking area.

24.7 Each owner shall be responsible for cleaning up oil leakage in his/her parking stall or carport, as well as the maintenance of same, in a neat and orderly condition; failing which, after suitable notice, the Strata Council will arrange for such cleaning at the owner's expense.

24.8 After entering or exiting the garage, owners should wait until the door comes to a complete close before they continuing on, to ensure that unauthorized persons do not enter the Briar.

BY-LAW 25: SEVERABILITY

25.1 The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any By-Law does not affect the validity of the remaining By-Laws, which shall continue in full force and effect as if such invalid portion had not been included herein.

BYLAW 26: MOVING

MOVING INTO AND OUT OF THE BUILDING

26.1 An owner shall provide its duly appointed Manager seven (7) days' prior notice of each intended move into or out of the building. Written details regarding any tenancy or other occupation of the strata lot in accordance with a Form-K must be provided.

26.2 Moves shall take place during such daytime hours from 8:00 am to 6:00 pm, Monday – Saturday, and on such days as the Strata Council may specify, so as to minimize inconvenience or disturbance to the building's occupants.

26.3 The Strata Council reserves the right to deny or terminate access to any moving contractor who is known to disregard, or demonstrates a disregard, of reasonable

regulations or requests intended to preserve the building against unnecessary damage, disturbance or inconvenience to its occupants.

26.4 Owners, and their moving contractor or helpers, must conform to the Strata Council's required procedures for operating the elevator with an elevator key, elevator pads installed and for minimizing the time it will be out of service to the building's occupants in general.

26.5 The cost of any significant or major damage to the building's common areas occasioned by the move will be charged to the owner.

26.6 A move-in and move-out fee of $100.00 will be charged for each move affecting a suite.

BYLAW 27: RENOVATIONS AND ALTERATIONS – IN-SUITE

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

27.2 When construction material is delivered, the owner must ensure the elevator is protected with proper wall pads and elevator hold-key is obtained and used. An owner must not permit any renovations/ alterations materials to be delivered through the main lobby unless they are in constant supervision of the entrance and ensure that no damage to the lobby is incurred.

27.3 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) the lobby must be cleaned regularly after construction materials are delivered.

27.4 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 6:00 p.m. Monday through Saturday.

BYLAW 28: ARBUTUS VILLAGE RECREATION CENTRER / EXECUTIVE COMMITTEE GUIDELINES

28.1 Guidelines for the Arbutus Village Recreation Centre and the Executive Committee have been adopted as follows:

ADDENDUM TO THE BYLAWS OF STRATA CORPORATIONS VR 120,146, 222, 563,610 AND 778

1. Individual owners, as members of the Strata Corporations of Arbutus Village, have an obligation to participate in common undertakings of the six strata corporations through the

functioning of two committees: the Arbutus Village Recreation Committee and the Executive Committee, most notably, but not exclusively, in the operating of and financial expenditure for the Arbutus Village Recreation Centre, according to the terms of the lease of the AVRC.

2. The Arbutus Village Recreation Committee:

2.1(a) Consists of one representative elected by each of the six strata corporations mentioned above;

(b)A quorum of the AVRC Committee is four members.

2.2 The AVRC Committee:

(a) is to meet regularly four times a year, or more frequently as they shall judge necessary from the business at hand;

(b) is to fill by election its own chair, and other designated positions annually;

(c) is to adopt an operating budget for and oversee the management of the Arbutus Village Recreation Centre, within the limits of that budget;

(d) is to report to the Executive Committee on its financial and administrative operations once a year;

(e) is to submit to the Executive Committee for approval any proposed discretionary expenditure exceeding $1,000 not set out in the budget;

(f) is to keep minutes of its meetings and circulate them to the members of the Strata Councils;

(g) is to keep monthly financial statements and balance sheets and circulate them to the members of the AVRC Committee and to the Presidents of the Strata Councils.

3. The Executive Committee:

3.1(a) The Executive Committee is made up of the Presidents of the Strata Councils, or, in the absence of one of the Presidents, another member designated by his Council to represent that Council;

(b) A quorum of the Executive Committee is four members;

3.2 The Executive Committee:

(a) is to elect its own chair annually;

(b) is to meet once a year to receive and review the proposed operating budget of the AVRC and to provide input as they judge necessary;

(c) is to oversee the policies of the AVRC Committee, and to approve any substantial change in those policies;

(d) is to negotiate general matters affecting the AVRC, such as changes in payments on its lease;

(e) is to meet as necessary to oversee and approve all other business common to two or more Strata Corporations;

(f) is to be accountable to all the Strata Corporations of Arbutus Village collectively.

STRATA PLAN VR 778, ARBUTUS VILLAGE
SWIMMING POOL RULES AND REGULATIONS

OPEN 7:00 am to 10:00 pm, daily

Adults only (16 yrs+)	**5:00 pm – 7:00 pm** **8:30 pm – 10:00 pm**

1. Children (12 yrs and younger) must be accompanied by an adult.
2. Guests using pool area must be accompanied by host owner or tenant.
3. Maximum FOUR (4) guests per residence
4. All swimmers MUST:
   a. shower prior to entering the pool
   b. tie back or cover long hair.
5. Please act at all times with due consideration of those in the pool area and surrounding residences.
6. No pets, food or alcoholic beverages or recreational equipment.
7. No balls, radios, running or horseplay.
8. No jumping off roof.

1.5 HOT TUB REGULATIONS

- Maximum duration is 10 minutes.
- No children under 6 years allowed in pool.
- Children 6-11 years must be with an adult or a child 12 years or older.
- Pregnant women/people with a heart condition are cautioned not to use the hot tub.

Anyone causing a disturbance will be told to leave.
Consideration of your neighbors is appreciated.