

28 OCT 2008

Strata Property Act

BB0908073

FORM I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan VR 1680, Grace Estate, certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at a Special General Meeting held on **October 7, 2008**.*

3/4 Vote Resolution #1 – Bylaw Amendment**BE IT RESOLVED BY A ¾ VOTE:**

That pursuant to subsection 128(1) of the *Strata Property Act* S.B.C. 1998, c.43 the bylaws of the Strata Corporation be and are hereby amended as follows:

By repealing Bylaw 1.5 and replacing it with the following:

“repair and maintain the owner’s strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

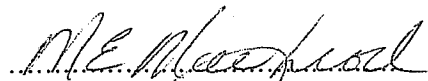
By adding Bylaw 1.5.1:

“repair and maintain limited common property to which the owner has use of, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.”

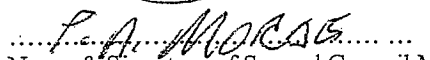
By repealing Bylaws 5.2 and 5.3 and replacing them with the following:

5.2 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 of maintenance ordinarily occurs:
 - A. the structure of a building;
 - B. the exterior of a building;
 - C. chimneys, stairs 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) chimneys, stairs and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights on the exterior of a building or that front on common property;
 - (v) fences, railings and similar structures that enclose patios, balconies and yards;


Name & Signature of Council Member

Oct 22, 2008
Date


Name & Signature of Second Council Member

Oct 27, 2008
Date

*Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

16 MAR 2007

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BB478824

Strata Property Act

Form I

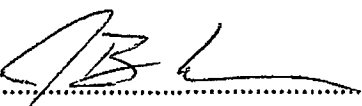
AMENDMENT TO BYLAWS

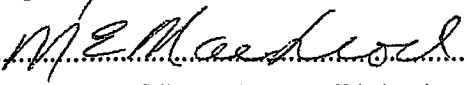
COPY

(Section 128)

The Owners, Strata Plan VR 1680 certify that the attached amendment to section 8.11 of the bylaws of the strata corporation was approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual general meeting held on February 26, 2007:

The Strata Council shall: commencing with the 2006 fiscal year end, every second fiscal year end thereafter, or annually at the discretion of the Strata Council, cause the books of the Strata Corporation to be audited by a Chartered Accountant or Certified General Accountant and submit the report of the auditor to the Annual General Meeting of the Strata Corporation.


.....
Signature of Council Member


.....
Signature of Second Council Member

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Strata Property Act

FORM I

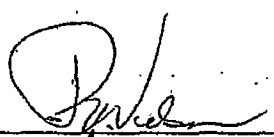
AMENDMENT TO BYLAWS

(Section 128)

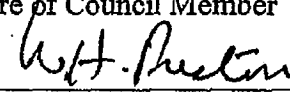
The Owners, Strata Plan VR1680 certify that the attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual general meeting held on January 29th, 2004:

RESOLVED

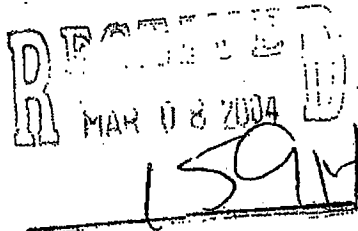
That the current bylaws, being the Standard Bylaws pursuant to the Strata Property Act, be deleted in their entirety and replaced with the Bylaws attached as Schedule A hereto.



Signature of Council Member



Signature of Second Council Member



Schedule A
BYLAWS

STRATA PLAN V.R.1680 -GRACE ESTATE

Unless otherwise stated, all terms shall have the meanings prescribed in the Strata Property Act SBC 1998, c 43 as amended from time to time.

BYLAW 1: DUTIES OF AN OWNER

An Owner shall:

- 1.1 pay strata fees on or before the first day of the month to which the strata fees relate;
- 1.2 pay any special levy on or before the date or dates noted in the resolution authorizing such special levy
- 1.3 permit the Strata Corporation and its agents, at all reasonable times on notice (except in case of emergency, when no notice shall be required), access to his/her Strata Lot for the purpose of inspecting the same and maintaining, repairing, or renewing pipes, wires, cables, and ducts for the time being existing in the Strata Lot and capable of being used in connection with the enjoyment of any other Strata Lot or Common Property, or for the purpose of ensuring that the Bylaws are observed;
- 1.4 forthwith carry out all work that may be ordered by any competent public or local authority in respect of his/her Strata Lot other than work for the benefit of the buildings generally and pay all rates, taxes, charges, outgoings, and assessments that may be payable in respect of his/her Strata Lot;
- 1.5 repair and maintain his/her Strata Lot, excluding window glass, but including window frames and hardware, and areas allocated to his/her exclusive use and keep it in a state of good repair, reasonable wear and tear and such damage as is insured against by the Strata Corporation excepted;
- 1.6 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 or their families or visitors;
- 1.7 notify the Strata Corporation forthwith upon any change of Ownership or of any mortgage or other dealing in connection with his/her Strata Lot;
- 1.8 comply strictly with these Bylaws and with such Rules as may be adopted pursuant thereto from time to time.

- 1.9 indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the Common Property or to any Strata Lot by the Owner's act, omission, negligence or carelessness or by that of any member of the Owner's family or the Owner's guests, employees, agents or Tenants, but only to the extent that such expense is not met by the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of this Bylaw, 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 shall be charged to the Owner and shall be added to and become a part of the assessment of that Owner for the month next following the date on which expense was incurred, and shall become due and payable on the date of payment of the monthly assessment

An Owner shall not:

- 1.10 use or permit his/her Strata Lot to be used for any purpose other than as a private dwelling-house for one family;
- 1.11 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 a Strata Lot or the Common Property by any other Owner. No instrument or other device shall be used within a Strata Lot which, in the opinion of the Strata Council, causes a disturbance or interferes with the comfort of other Owners;
- 1.12 use his/her Strata Lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of any other Strata Lot (whether an Owner or not) or his/her family;
- 1.13 keep animals on the Strata Lot or the Common Property except as allowed pursuant to Bylaw 19;
- 1.14 permit his/her Strata Lot to be occupied as a place of permanent residence by more than four persons (whether adult or minor) without the consent in writing of the Strata Council;
- 1.15 do any act or permit any act to be done, or alter or permit to be altered the Strata Lot in any manner which will alter the exterior appearance of the structure comprising the Strata Lot;
- 1.16 hang or permit to be hung any laundry or washing on the Common Property or in or about the Strata Lot in any manner which would permit the same to be visible from the outside of the Strata Lot;

- 1.17 erect or hang over or outside any window or door of a Strata Lot or on the Common Property, awnings, shades, decorations, flags or screens without the consent in writing of the Strata Council first. No television antenna or similar structure or appurtenances thereto shall be erected on or fastened to any unit except in connection with a common television antenna or cable system as authorized by the Strata Council. Satellite dishes may only be erected after the approval of the Strata Council and in accordance with guidelines for such structures established by the Strata Council;
- 1.18 do anything or permit anything to be done on the Strata Lot or on the Common Property which will or would tend to increase the risk of fire or the rate of fire insurance premiums or any other insurance premiums with respect thereto;
- 1.19 do anything or permit anything to be done by any occupier of the Strata Lot on the Strata Lot or Common Property that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether federal, provincial, municipal or otherwise;
- 1.20 do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
- 1.21 deposit household refuse and garbage in other than proper containers as directed by the Strata Council and the Owner shall place such containers for collection of refuse as directed by the Strata Council from time to time. Any material other than ordinary household refuse garbage shall be removed from the Common Property or the Owner's Strata Lot at the expense of or by the individual Owner;
- 1.22 erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the Common Property or in or about any Strata Lot in any manner which may make the same visible from the outside of a Strata Lot, except a temporary notice to let or sell the Strata Lot;
- 1.23 use any part of the Common Property except roadways driveways and parking areas for the parking or operation of motor-vehicles except in accordance with permission in writing from the Strata Council, provided however, the sidewalks, walkways, passages, roadways, driveways and parking areas shall not be obstructed by any Owner or his/her family, guests or visitors;
- 1.24 shake mops or dusters of any kind nor throw anything out any window on the Strata Lot or on Common Property, nor permit anything of this kind to be done;
- 1.25 allow the Strata Lot to become unsanitary;

- 1.26 make or cause to be made any structural alteration or addition to the Strata Lot;
- 1.27 permit any member of his/her household, guests or visitors to trespass on any property to which another Owner is entitled to exclusive occupation or use;
- 1.28 when the purpose for which a Strata Lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, use the Strata Lot for any other purpose or permit the same to be so used;
- 1.29 wash cars, except in such a manner as will not cause nuisance or annoyance to other Owners, and not in the common driveway;
- 1.30 make or permit to be made major repairs or adjustments to motor-vehicles, trailers or boats on any property, nor shall any commercial vehicles be brought on to the property without the written consent of the Strata Council save in the course of delivery to the respective premises;
- 1.31 allow the area around his/her Strata Lot to become untidy. The Strata Council shall be at liberty to remove any rubbish or clean up the common area in close proximity to an Owner's Strata Lot to its satisfaction and charge the expense to the Owner;
- 1.32 erect, or cause to be erected, any free standing structure on his Strata Lot or Common Property. Freestanding structures include, but are not limited to, doghouses, storage sheds, playhouses, hot tubs, spas and compost boxes.
- 1.33 use an outside barbecue, hibachi or other like cooking device except on a patio. Such barbecue, hibachi or cooking device must only be powered by propane, natural gas or electricity with the exception of those barbecues using solid fuel that are owned and existing on any Strata Lot at January 29, 2004 which may continue to be used until replacement.
- 1.34 use or install in or about a Strata Lot, ventilators, supplementary heating or air conditioning devices except those installations approved in writing by the Strata Council.

BYLAW 2: EXCLUSIVE USE:

- 2.1 The Owner of each Strata Lot shall have the right in common with the Strata Corporation as herein provided but to the exclusion of all others, to use as a patio that portion of the Common Property adjoining his/her Strata Lot bounded on one side by his/her Strata Lot and on the other sides bounded by fences and adjacent buildings. This use shall be subject to all the restrictions on the use of Common Property contained in these Bylaws and shall be subject to a right of entry in favour of the Strata Corporation for the purposes of carrying out all of the powers and duties reserved to the Strata Corporation with respect to the Common Property. The Owner shall not make or cause to be made any alteration (including painting of the patio or fences) or addition to such Common Property without first having the same approved in writing by the Strata Council. Any alteration (including painting of the patio or fences) 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 the cost incurred by the Strata Corporation as a result thereof shall forthwith be paid by such Owner to the Strata Corporation.

BYLAW 3: PARKING:

- 3.1 The Owner of each Strata Lot shall have the right in common with the Strata Corporation as herein provided but to the exclusion of all others, to use for parking of motor-vehicles only, a portion of the Common Property. This use shall be subject to all the restrictions on the use of Common Property and all restrictions concerning motor-vehicles contained in these Bylaws and shall be subject to a right of entry in favour of the Strata Corporation for the purposes of carrying out all of the powers and duties reserved to the Strata Corporation with respect to the Common Property. The Owner shall not make or cause to be made any alteration or addition to such Common Property without first having the same approved by 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 the cost incurred by the Strata Corporation as a result thereof shall forthwith be paid by such Owner to the Strata Corporation.
- 3.2 No commercial vehicles shall be parked in the complex
- 3.3 No boats, trailers or campers shall be parked in the complex.
- 3.4 All automobiles parked in the complex must display current license plates and must be insured at all times.
- 3.5 The Strata Corporation will indemnify any towing company for the costs involved in towing an automobile from the complex in the event they are unable to collect their fee from the vehicle Owner.

BYLAW 4: RENTING AND/OR LEASING OF STRATA LOTS:

- 4.1 No Owner shall rent or lease his/her Strata Lot except pursuant to the provisions of paragraph 4.2 hereof.
- 4.2 Where cases of undue physical or financial hardship of a personal nature arise, an Owner may make a written request to the Strata Council for permission to rent a Strata Lot for a limited period of time not exceeding one (1) year, and where the Strata Council has been provided with evidence that undue hardship will result if limited rental approval is not given, it shall not unreasonably withhold permission for limited rental but only if the Owner making the request has been in residence for a period of not less than one (1) year. The Owner wishing to rent or lease his Strata Lot must make application in writing to the Strata Council or the Property Manager employed by the Strata Corporation requesting permission to rent or lease, providing with the application with the following information:
- a) The name, occupation, address of each Tenant or person who will occupy the Strata Lot during the term of the proposed lease.
 - b) Where applicable, the business telephone number of the Tenant or Tenants.
 - c) The address and telephone number of the Owner which will apply after the commencement of the lease.
 - d) The commencement date and term of the lease.
 - e) The Owner will remit the Owner's share of common expenses to the Strata Corporation.
 - f) A completed 'Notice of Tenant's Responsibilities' in Form 'K' of the Strata Property Act.
- 4.3 Any tenancy within the Strata Corporation may be cancelled by the Strata Council in any of the following events:
- a) in the event the Tenant or Tenants named by the Strata Lot Owner cease to occupy the Strata Lot as their principal residence; or
 - b) in the event that the Owner or Tenant has failed to comply with the provisions of the Strata Property Act, the Bylaws, Rules and Regulations of the Strata Corporation for a period of thirty (30) days after Notice of the non-compliance has been mailed to the Owner and the Tenant by the Strata Corporation, or

- c) in the event the approved 'Notice of Tenant's Responsibilities' in Form 'K' is terminated, assigned or sublet without the Strata Council's approval

4.4 Any Strata Lot Owner who rents or leases his/her Strata Lot without first obtaining Strata Council approval pursuant to Bylaw 4 shall be liable to pay to the Strata Corporation a fine in the amount of \$500 for each week during which the Strata Lot is so rented or leased

BYLAW 5: DUTIES OF STRATA CORPORATION

The Strata Corporation shall carry out its duties in accordance with the provisions of the Strata Property Act and in addition thereto:

- 5.1 where practicable, establish and maintain suitable lawns and gardens on the Common Property;
- 5.2 maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes, and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one Strata Lot or Common Property;
- 5.3 maintain and repair the exterior of the buildings, including roofs, patio fences, windows (but not the washing thereof), external doors and staining or painting the whole of the exterior of the buildings usually stained or painted at time intervals to be recommended by the Strata Corporation;

BYLAW 6: POWERS OF STRATA CORPORATION

The powers of the Strata Corporation are those powers granted to it under the Strata Property Act.

BYLAW 7: COUNCIL OF THE STRATA CORPORATION

- 7.1 The powers and duties of the Strata Corporation shall, subject to any restrictions imposed or direction given at a General Meeting, be exercised and performed by the Council of the Strata Corporation.
- 7.2 At each Annual General Meeting of the Strata Corporation all the Members of the Strata Council shall retire from office and the Strata Corporation shall elect a new Strata Council, but a retiring Member of the Strata Council shall be eligible for re-election.

7.3 The Strata Corporation may, by resolution at an Extraordinary General Meeting, remove any Member of the Strata Council before the expiration of his/her term of office and appoint another resident Owner in his/her place, to hold office until the next Annual General Meeting.

7.4 The office of Member of the Strata Council shall be vacated if the Member

- a) by notice in writing to the Strata Corporation resigns his/her office; or
- b) becomes bankrupt; or
- c) is found lunatic or becomes of unsound mind

7.5 Where a vacancy on the Strata Council occurs, the remaining Members of the Strata Council shall select from among the Owners, a resident Owner to replace the departing Strata Council Member to fulfill the balance of his/her term of office.

7.6 A quorum of the Strata Council shall be three (3) Members

7.7 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 Chairperson, a Vice-Chairperson, a Finance Committee Chairperson, a Building Committee Chairperson and a Grounds Committee Chairperson, who shall hold office until the conclusion of the next Annual General Meeting of the Strata Corporation or until their successors are elected or appointed.

7.8 The Chairperson of the Strata Council shall not have a casting vote in addition to his/her original vote.

7.9 Where the Chairperson is absent from any meeting of the Strata Council, or vacates the chair during the course of any meeting, the Vice-Chairperson shall act as the

7.10 In the absence of both the Chairperson and the Vice-Chairperson, the Members present shall from among themselves, appoint a Chairperson for that meeting who shall have all the duties and powers of the Chairperson while so acting.

7.11 At meetings of the Strata Council, all matters shall be determined by simple majority vote.

7.12 All acts done in good faith by the Strata Council are, notwithstanding it be 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.

- 7.13 No person may stand for Strata Council or continue to be on the Strata Council with respect to a Strata Lot if the Strata Corporation is entitled to register a lien against that Strata Lot under the Act.
- 7.14 By application in writing, stating the reason for the request, an Owner or Tenant may request a hearing at a council meeting. If a hearing is requested the Strata Council must hold a meeting to hear the applicant within one month of the request. If the purpose of the hearing is to seek a decision of the Strata Council, the Council must give the applicant a written decision within one week of the hearing.

BYLAW 8: DUTIES OF THE STRATA COUNCIL:

The Strata Council shall:

8.1 meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any Member gives to the other Members not less than seven days' notice of a meeting proposed by him/her, specifying the reason for calling the meeting, unless the other Members agree to waive the notice. The Strata Council shall meet at the call of the Chairperson on such notice as he/she may specify without the necessity of the Chairperson giving reasons for the calling of the meeting;

8.2 employ for and on behalf of the Strata Corporation such agents and employees as it thinks fit in connection with the control, management, and administration of the Common Property, common facilities or other assets of the Strata Corporation, and the exercise and performance of the powers and duties of the Strata Corporation;

8.3 subject to any restriction imposed or direction given at a General Meeting, delegate to one or more of its Members or to a Member or Committee of Members of the Strata Corporation such of its powers and duties as it thinks fit, and at any time revoke such delegation;

8.4 keep minutes of its proceedings;

8.5 cause minutes to be kept of General Meetings;

8.6 cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipts and expenditures take place;

8.7 cause to be prepared proper accounts relating to all monies of the Strata Corporation, and the income and expenditure thereof, for each Annual General Meeting;

8.8 on application of an Owner or Mortgagee, or any person authorized in writing by him/her, make the books of account available for inspection at all reasonable times;

- 8.9 cause to be prepared and distributed to each Owner a financial statement of the receipts of contributions towards the common expenses and disbursements made by the Strata Corporation within ninety (90) days of the end of the fiscal year of the Strata Corporation;
- 8.10 levy Owner's contributions to the common expenses of the Strata Corporation in accordance with the proportion that the unit entitlement of each Strata Lot bears to the aggregate unit entitlement of all Strata Lots;
- 8.11 each fiscal year end cause the books of the Strata Corporation to be audited by a Chartered Accountant or Certified General Accountant and submit the report of the auditor to the Annual General Meeting of the Strata Corporation.
- 8.12 Review annually the Strata Corporation's banking arrangements and recommend the appointment of a Canadian Chartered Bank, as the Corporation's Bank.
- 8.13 Approve any transfer or payment of money from the Contingency Reserve Fund and such transfers must be countersigned by the Manager employed by the Strata Corporation and one of either the Strata Council Chairman or the Strata Council Finance Chairman.
- 8.14 The Strata Council shall meet at least six (6) times per calendar year to discuss matters affecting the operational affairs of the Strata Corporation.

BYLAW 9: CORPORATE RECORDS

The Strata Council shall keep such records and in such places as are prescribed under the Strata Property Act.

BYLAW 10: GENERAL MEETINGS

- 10.1 Annual General Meetings shall be held once in each year, and not more than thirteen (13) months shall elapse between the date of one Annual General Meeting and that of the next unless all Owners consent to waive the requirement to hold an Annual General Meeting during the time prescribed herein.
- 10.2 All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- 10.3 Advance notice of every General Meeting shall be given in accordance with the provisions of the Strata Property Act

- 10.4 All business shall be deemed special that is transacted at an Annual General Meeting, with the exception of the consideration of accounts and election of Members to the Strata Council, or at any Extraordinary General Meeting.
- 10.5 Save as in these Bylaws otherwise provided, no business shall be transacted at any General Meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.
- 10.6 One-third of the persons entitled to vote present in person or by proxy shall constitute a quorum.
- 10.7 If within one-half hour from the time appointed for a General Meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time; and if at the adjourned meeting a quorum is not present within one-half hour from the time appointed for the meeting, the persons entitled to vote present shall be a quorum.
- 10.8 The Chairperson of the Strata Council shall be the Chairperson of all General Meetings or in his/her absence from the meeting, or in case he/she shall vacate the chair, the Vice-Chairperson of the Strata Council shall act as Chairperson provided always that if the Chairperson and Vice-Chairperson be absent or shall vacate the chair or refuse to act, the meeting shall appoint a Chairperson.

BYLAW 11: PROCEEDINGS AT GENERAL MEETINGS

The order of business at Annual General Meetings, and as far as is appropriate at all Extraordinary General Meetings, shall be:

- 11.1 if the Chairperson or Vice-Chairperson of the Strata Council shall be absent, the election of the Chairperson of the meeting;
- 11.2 calling of the roll and certifying of proxies, and issuing a voting card for each Strata Lot represented at the meeting;
- 11.3 filing proof of notice of meeting or waiver of notice;
- 11.4 reading and disposal of any unapproved minutes;
- 11.5 receiving reports of Committees;
- 11.6 considering the accounts;
- 11.7 electing a Strata Council, if necessary;

11.8 unfinished business;

11.9 new business;

11.10 adjournment.

BYLAW 12: - VOTES OF OWNERS

12.1 At any General Meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner present in person or by proxy.

12.2 Unless a poll be so demanded, a declaration by the Chairperson that a resolution has, on the show of hands, been carried, is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.

12.3 A demand for a poll may be withdrawn.

12.4 A poll, if demanded, shall be taken in whatever manner the Chairperson thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

12.5 In the case of equality in the votes, whether on a show of hands or on a poll, the Chairperson of the meeting is entitled to a casting vote in addition to his/her original vote.

12.6 On a show of hands, each Owner shall indicate his/her vote by showing his/her voting card.

12.7 On a show of hands or on a poll, votes may be given either personally or by proxy.

12.8 An instrument appointing a proxy shall be in writing under the hand of the appointer or his/her attorney, and may be either general or for a particular meeting.

12.9 A proxy need not be an Owner.

12.10 Except in cases where pursuant to the Strata Property Act a unanimous resolution is required, no Owner is entitled to vote at any General Meeting if the Strata Corporation is entitled to register a lien against his/her Strata Lot.

12.11 Where Owners are entitled to successive interests in a Strata Lot, the Owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll.

- 12.12 Where an Owner is a Trustee, he/she shall exercise the voting rights in respect of the Strata Lot to the exclusion of persons beneficially interested in the trust, and those persons shall not vote.
- 12.13 Notwithstanding provisions of these Bylaws with respect to appointment of a proxy where the Owner's interest is subject to a registered mortgage and where the mortgage provides that the power of vote conferred on an Owner by or under the Strata Property Act may be exercised by the mortgagee and where the mortgagee has given written notice of his/her mortgage to the Strata Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote, and the mortgagee shall indicate his/her presence at the call of the roll, and he/she, not the Strata Lot Owner, shall be issued a voting card.

BYLAW 13: VIOLATION OF BYLAWS

- 13.1 Any infraction or violation of these Bylaws or any Rules and Regulations established pursuant to these Bylaws on the part of an Owner, his/her employees, agents, invitees or Tenants may be corrected, remedied or cured by the Strata Corporation.
- 13.2 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 and shall be added to and become a part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Strata Corporation and shall become due and payable on the date of payment of such monthly assessment.
- 13.3 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, his/her employees, agents, invitees or Tenants, 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 as between Solicitor and Client.
- 13.4 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/her rights and the exercise of his/her remedies.
- 13.5 The Strata Corporation may impose fines for any breaches of a Bylaw or Rule. Such fines for any single violation or breach shall not exceed \$500 with respect to a rental restriction Bylaw (Bylaw 4), \$200 with respect to any other Bylaw and \$50 with respect to a Rule. In addition, a fine not to exceed the applicable foregoing amounts may be imposed for each and every week such breach or breaches continue.

- 13.6 The Strata Corporation may proceed under the *Small Claims Act*, without further authorization by the Owners, to recover from an Owner, by an action in debt in Small Claims Court, money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, 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 an Owner's act, omission, negligence or carelessness or by that of an Owner's visitors, occupants, guests, employees, agents, tenants or a member of an Owner's family.
- 13.7 Where an Owner fails to pay strata fees in accordance with Bylaw 1.1, outstanding strata fees will be subject to an interest charge of 10%, compounded annually.
- 13.8 Failure to pay a special levy by the due date will result in a fine for each contravention of Bylaw 1.2, such fine being established in accordance with Bylaw 13.5.
- 13.9 Where an Owner fails to pay a special levy in accordance with Bylaw 1.2, the outstanding special levies shall be subject to an interest charge of 10%, compounded annually.

BYLAW 14: CHEQUES, BUDGET AND COMMON EXPENSES

- 14.1 All cheques drawn on any account of the Strata Corporation shall, except where a Manager has been appointed and authorized to make expenditures, be signed by at least two Members of the Strata Council, and all cheques or other negotiable instruments for the credit of any such account may be endorsed by anyone Member of the Strata Council.
- 14.2 Prior to the first day of December in each calendar year, the Strata Corporation shall cause to be prepared a Budget setting out by categories its best estimate of the common expenses of the Strata Corporation for the next calendar year.
- 14.3 Prior to the 15th day of December in each calendar year the Strata Corporation shall deliver or mail to each Owner at the municipal address of his/her Strata Lot a copy of the budget for the ensuing calendar year together with a notice of monthly assessment for his/her contribution towards the common expenses for that year.
- 14.4 The common expenses set forth in each assessment shall be payable to the Strata Corporation, or to any other person, firm or corporation to whom the Strata Corporation shall direct payment to be made from time to time in twelve equal consecutive monthly installments, in advance, the first installment to be made on the 1st day of January immediately following receipt of such notice of assessment.

- 14.5 If any strata fees become three months in arrears, a lien may be placed on the Title of the Strata Lot involved, and at the Owner's expense for the total monies due, including all costs involved in collecting the outstanding amount.
- 14.6 Within ten days following written application therefore by an Owner the Strata Corporation shall furnish to such Owner a statement setting forth as of its date the amount of any unpaid assessments then due from such Owner and the amount outstanding, if any, in the contingency reserve fund and belonging to the Strata Corporation but contributed by such Owner.
- 14.7 If at any time it appears that the annual assessment or contribution towards the common expense will be insufficient to meet the common expenses, the Strata Corporation may assess and collect a special contribution or contributions against each Strata Lot in an amount sufficient to cover the additional anticipated common expense. The Strata Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the Strata Corporation within thirty (30) days of mailing such notice.

BYLAW 15: SEVERABILITY

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

BYLAW 16: BONDING

- 16.1 If a Property Manager is retained by the Strata Corporation such Property Manager shall be required to hold a Commercial and Dishonesty Insurance Bond of a minimum of \$1,000,000.00 or the amount of the total of the operating and reserve accounts of the Strata Corporation or such larger amounts as may be determined by the Strata Council and on request of the Strata Council provide evidence of such Bond to the Strata Council.

BYLAW 17: VOLUNTARY DISPUTE RESOLUTION

- 17.1 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 Strata Property Act, the Bylaws or the Rules.

- 17.2 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.

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

BYLAW 18: LIMITATION ON LIABILITY OF COUNCIL MEMBER

- 18.1 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.
- 18.2 Subsection 18.1 does not affect a council member's liability, as an Owner, for a judgment against the Strata Corporation.

BYLAW 19: PETS

- 19.1 An Owner, Tenant or Occupant shall be entitled to keep two, but not more than two, domestic pets in a Strata Lot. However, any Owner keeping more than two pets on September 1, 2003 will be permitted to keep all of those said pets until by demise or other causes the number of those pets is reduced to two whereafter the number of pets kept by that Owner shall be restricted to two.
- 19.2 An Owner, Tenant or Occupant that keeps a pet must comply with these Bylaws and any Rules enacted by the Strata Council on behalf of the Strata Corporation with respect to the keeping of pets.
- 19.3 The Strata Council has the right to review any dog acquired by an Owner subsequent to January 29, 2004 and if in the opinion of the Strata Council such dog is unsuitable to be kept on a Strata Lot, by written notice to the Owner it can cause such Owner to have the pet removed from the Strata Lot within thirty day of receiving such notice
- 19.4 An Owner of a pet shall not permit the pet to urinate or defecate on any Strata Lot or the Common Property and if any pet does urinate or defecate on a Strata Lot or the Common Property, the Owner shall immediately and completely remove all of the pet's waste from the Common Property and dispose of it in a waste container or by some other sanitary means.

- 19.7 An Owner, Tenant or Occupant whose guest or invitee brings an animal or pet onto the Common Property shall ensure that the guest or invitee complies with all requirements of these Bylaws as they relate to animals and shall perform all the duties and obligations with respect to that animal or pet as set out in these bylaws.
- 19.8 No Owner, Tenant, or Occupant 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 noise of any kind.
- 19.9 The Strata Council may from time to time on behalf of the Strata Corporation enact such Rules with respect to the keeping of pets as the Strata Council acting reasonably, deems necessary or desirable provided that in the event of any conflict between these Bylaws and any such Rule the provisions of these Bylaws will prevail.
- 19.10 If any Owner, Tenant or Occupant violates any provision of these Bylaws or if the Strata Council on reasonable grounds considers a pet to be a nuisance the Strata Council may by written notice to such Owner, Tenant or Occupant cause such Owner, Tenant or Occupant to have the pet removed from the Strata Lot within thirty day of receiving such notice or within a lesser period if the pet is deemed to be a threat to people or other pets.

BYLAW 20: ALTERATIONS TO STRATA LOT

- 20.1 An Owner must obtain the written approval of the Strata Corporation before making 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) chimneys, stairs, balconies or other things attached to the exterior of a building
 - d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices to the entrance door to a strata lot);
 - 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.

20.2 The Strata Corporation may require as a condition of its approval of any alteration that the Owner shall :

- a) agree in writing to take full responsibility for any and all expenses relating to the alteration and to indemnify and hold harmless the Strata Corporation for any future costs in connection with the alteration; and
- b) submit in writing for approval by the Strata Council, detailed plans and description of the intended alteration, approved by a Professional Engineer; and
- c) prior to commencing work on the alteration, obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the Strata Council; and
- d) agree in writing that the standard of work and materials be not less than that of the existing structures; and
- e) agree in writing that the Owner and any subsequent Owner on title who receives the benefit of the alteration, will, with respect only to claims or demands arising during the time that he/she shall be an Owner, indemnify and hold harmless the Strata Corporation, its Strata 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 shall be borne by the Owner at the time.