
THE MANSE TOWNHOUSES

Strata Corporation VR 1503

BYLAWS

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SCHEDULE OF BYLAWS

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1.0 **DEFINITIONS**

- 1.1 “**Act**” means the *Strata Property Act* [S.B.C.] c.43 as amended or replaced from time to time;
- 1.2 “**Bylaws**” means the Bylaws of the Strata Corporation;
- 1.3 “**Common Asset**” has the meaning ascribed to it in the Act;
- 1.4 “**Common Property**” has the meaning ascribed to it in the Act;
- 1.5 “**Common Expenses**” has the meaning ascribed to it in the Act;
- 1.6 “**Deductible**” means the cost of the deductible portion of a claim on the Insurance Coverage, which was paid by the Strata Corporation;
- 1.7 “**Dispute Resolution Committee**” means:
- (a) one Owner or Tenant nominated by each of the parties involved in a dispute; and one Owner or Tenant chosen by the Persons nominated to chair the Dispute Resolution Committee; or
 - (b) any number of Persons consented to, or chosen by a method that is consented to, by all of the parties involved in a dispute.
- 1.8 “**Family Member**” means:
- (a) the Spouse of an Owner;
 - (b) a parent or child of an Owner; or
 - (c) a parent or child of a Spouse of an Owner;
- 1.9 “**Guests**” means any persons for whom the Owner is, at law responsible, including without limiting the generality of the foregoing, the Owner’s Occupant, Tenant, or Invitee;
- 1.10 “**Human Rights Code**” means the *Human Rights Code* [R.S.B.C. 1996] c.210;
- 1.11 “**Invitee**” means a Person who enters the Premises at the invitation of an Owner, Tenant, or Occupant;
- 1.12 “**Insurance Costs**” means all premiums and other amounts which the Strata Corporation pays with respect to the Insurance Coverage;
- 1.13 “**Insurance Coverage**” means the property insurance which the Strata Corporation obtains and maintains at all material times in accordance with the requirements of the Act in respect of the Insured Property;
- 1.14 “**Insured Property**” means property for which the Strata Corporation is obligated to maintain insurance pursuant to the Act;
- 1.15 “**Limited Common Property**” means Common Property designated for the exclusive use of the Owners of one or more Strata Lots;
- 1.16 “**Occupant**” means a Person, other than an Owner or Tenant, who occupies a Strata Lot;
- 1.17 “**Owner**” means the person shown in the register of a land title office as the owner of a freehold estate in a Strata Lot in the Strata Plan, whether entitled to it in the person’s own right or in a representative capacity;
- 1.18 “**Permitted Occupant**” means:
- (a) an Owner;
 - (b) a Family Member of an Owner; or
 - (c) a Tenant pursuant to Bylaw 10.0;

- 1.19 “**Person**” is to be broadly interpreted and includes without limiting the generality of the foregoing, males, females, adults, children, individuals, corporations, partnerships, and unincorporated organizations;
- 1.20 “**Premises**” means inclusively any and all Strata Lots, Common Property, Limited Common Property, and land that is a Common Asset;
- 1.21 “**Public Access**” means entry onto the Premises by anyone other than an Owner, or a Tenant, or Occupant;
- 1.22 “**Regulations**” means the *Strata Property Regulation*, B.C. Reg. 43/2000 as amended or replaced from time to time;
- 1.23 “**Rental Consent**” means written consent from the Strata Corporation to rent a Strata Lot;
- 1.24 “**Rental Waiting List**” means a waiting list to be administered by the Strata Council in accordance with Bylaw 10.3;
- 1.25 “**Rules**” has the meaning ascribed to it in the Act;
- 1.26 “**Special Levy**” means a special levy approved in accordance with the Act;
- 1.27 “**Spouse of an Owner**” means a person who:
- (a) is married to an Owner; or
 - (b) is living and cohabiting with an Owner in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, and has lived and cohabited in that relationship for a period of at least 2 years;
- 1.28 “**Strata Corporation**” means the strata corporation formed by deposit of the Strata Plan;
- 1.29 “**Strata Council**” means the duly elected Strata Council of the Strata Corporation;
- 1.30 “**Strata Lot**” means a lot shown on the Strata Plan;
- 1.31 “**Strata Plan**” means Strata Plan VR 1503; and
- 1.32 “**Tenant**” has the meaning ascribed to it in the Act.

2.0 **APPLICATION**

- 2.1 The Bylaws apply to every Strata Lot and to every Owner, Occupant, and Tenant.
- 2.2 The Bylaws are unenforceable to the extent that they contravene the Act, the Regulations, the Human Rights Code or any other enactment or law.

3.0 **USE**

- 3.1 No Owner, Tenant, or Occupant shall use a Strata Lot for a commercial or professional purpose requiring Public Access.
- 3.2 No Owner shall or shall permit his, her or its Tenant, Occupant or Invitee to use the Premises in a way that:
- (a) causes a nuisance or hazard to another Person;
 - (b) causes unreasonable noise;
 - (c) unreasonably interferes with the rights of other Persons to use and enjoy the Premises;
 - (d) is illegal or is injurious to the reputation of the Strata Corporation;
 - (e) is contrary to a purpose for which the Premises are intended, as shown expressly or by necessary implication on or by the Strata Plan;

(f) causes damage other than reasonable wear and tear to the Premises or the Common Assets; or

3.3 Within 2 weeks of becoming an Owner, an Owner shall inform the Strata Corporation of his, her or its name, Strata Lot number, and, where applicable, mailing address outside the Strata Plan.

3.4 No Owner, Tenant or Occupant shall without the consent of the Strata Council place or store on his, her or its balcony any objects, which are visible from any part of the Premises other than the Strata Lot, provided that an Owner, Tenant, or Occupant may place patio furniture and planters on his her or its balcony.

3.5 Except in accordance with Bylaw 18.3, no Owner, Tenant, or Occupant shall display signs or advertisements of any kind on the Premises.

3.6 An Owner shall cause his, her or its Guests to comply with the Bylaws.

3.7 An Owner, Tenant or Occupant shall cause a garbage container to be placed on the roadway no more than 24 hours before the scheduled pick up, and will remove the garbage container no more than 24 hours after it is picked up.

3.8 No Owner, Tenant or Occupant shall cause or permit garbage to overflow from a garbage container. Without limiting the generality of the foregoing, an Owner will promptly remove any debris or garbage which falls on the roadway from the Owner, Tenant or Occupant's garbage container.

3.9 An Owner shall maintain or cause to be maintained in a good and clean condition his, her or its Strata Lot and any Common Property to which the Owner has exclusive use.

3.10 No Owner, Tenant, Occupant or Invitee shall do anything on the Premises which may increase the risk of fire, and without limiting the generality of the foregoing, no Owner, Tenant, Occupant or Invitee shall:

- (a) store or permit to be stored on the Premises coal or any combustible, flammable or hazardous material; or
- (b) build or cause an open fire on the Premises.

3.11 No Owner, Tenant, Occupant or Invitee shall play or permit any person to play on a roadway, driveway, or anywhere on the Premises where vehicles drive or park.

4.0 **PETS AND ANIMALS**

4.1 No Owner, Tenant or Occupant shall keep any pet other than the following on the Premises:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged mammals;
- (c) no more than 2 caged birds;
- (d) no more than:
 - (i) 2 cats; or
 - (ii) 2 dogs; or
 - (iii) 1 cat and 1 dog.

4.2 Notwithstanding the generality of Bylaw 4.1, no Owner shall keep or permit to be kept on the Premises exotic pets including but not limited to snakes, reptiles, spiders, or large members of the cat family.

4.3 An Owner, Tenant, or Occupant who keeps a pet on the Premises shall:

- (a) at all times keep a pet under the reasonable control of the Owner, Tenant, or Occupant;
- (b) not permit a pet to interfere with or damage the Premises or the use and enjoyment thereof by other Owners, Tenants, or Occupants;

- (c) cause all dogs to be leashed at all times when on the Common Property or land that is a Common Asset;
- (d) at all times ensure that the pet is kept quiet, controlled and clean; and
- (e) not permit any pet to urinate or defecate on the Common Property or land that is a Common Asset.

4.4 Without limiting the generality of Bylaw 4.3(e), an Owner who keeps or permits a pet to be kept in a Strata Lot shall immediately pick up and dispose of in a sanitary manner any excrement on Common Property or on land that is a Common Asset.

4.5 An Owner who keeps or permits a pet to be kept in their Strata Lot shall be responsible for and shall indemnify and save harmless the Strata Corporation from all actions causes of action, loss, costs, or expenses resulting from the actions of the pet, regardless of whether or not the Owner had knowledge, notice or forewarning of the likelihood of such action.

4.6 If in the opinion of the Strata Council acting reasonably, a pet is causing a nuisance or an unreasonable interference with an Owner, Tenant or Occupant's use and enjoyment of the Premises, or if a pet is kept in contravention of this Bylaw 4.0, the Strata Council may give to an Owner written notice that such pet be removed from the Premises.

4.7 An Owner shall, within 30 days of receipt of the notice referred to in Bylaw 4.6, cause the pet to be permanently removed from the Premises.

4.8 No Owner, Tenant, or Occupant shall feed, or do anything that would attract wild animals anywhere on the Premises, including but not limited to:

- (a) birds, including but not limited to crows, seagulls, and pigeons;
- (b) rodents, including but not limited to mice and rats;
- (c) skunks;
- (d) raccoons; and
- (e) coyotes.

5.0 **ENTRY**

5.1 An Owner, Tenant, or Occupant shall allow a Person authorized by the Strata Corporation to enter a Strata Lot:

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
- (b) at a reasonable time, on 48 hours' written notice, to:
 - (i) inspect, repair or maintain Common Property, Common Assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under the Bylaws or the Act; or
 - (ii) ensure compliance with these Bylaws.

5.2 The notice referred to in Bylaw 5.1(b) above shall include the date, approximate time of entry, and reason for entry.

6.0 **MAINTENANCE AND REPAIR**

6.1 An Owner shall repair and maintain the Owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under the Act, the Regulations, or the Bylaws.

6.2 An Owner who has the use of Limited Common Property shall repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under Bylaw 6.3(c).

6.3 The Strata Corporation shall repair and maintain the following:

- (a) Common Assets;

- (b) Common Property that has not been designated as Limited Common Property;
- (c) Limited Common Property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year; and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structural components of the building;
 - (B) the exterior of the building;
 - (C) chimneys, stairs, balconies, patios, upper decks and original lower decks (only 2 remaining), and other things attached to the exterior of the building;
 - (D) doors, windows and skylights on the exterior of the building or that front on the Common Property; and
 - (E) dividing fences, railings and similar structures that surround patios, balconies and yards.
- (d) a Strata Lot, but the duty to repair and maintain it is restricted to:
 - (i) the structural components of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies, patios and upper decks and original lower decks (only 2 remaining), and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property; and
 - (v) dividing fences, railings and similar structures that surround patios, balconies and yards.

7.0 **ALTERATIONS AND RENOVATIONS**

7.1 No Owner, Tenant, or Occupant shall, without the written consent of the Strata Corporation, install shades, awnings, window or balcony guards, screens, ventilators, heating or cooling units, in or about the Premises.

7.2 Except in connection with a common television antenna or cable system, no Owner, Tenant, or Occupant shall, without the written consent of the Strata Corporation, erect or fasten a television antenna, satellite dish, or similar structure or appurtenance to any part of the Premises.

7.3 An Owner shall obtain the written approval of the Strata Council before making an alteration or addition or doing a renovation or other work on or to the Premises (the "Work") that involves any of the following:

- (a) the structural components of the building;
- (b) the exterior of the building;
- (c) chimneys, stairs, balconies, or things attached to the exterior of the building;
- (d) doors or windows on the exterior of the building, or that front on the Common Property;
- (e) dividing fences, railings or similar structures that surround a patio, balcony or yard;
- (f) Common Property located within the boundaries of a Strata Lot;
- (g) those parts of a Strata Lot which the Strata Corporation is required to insure; or
- (h) Common Property, Common Assets or Limited Common Property.

7.4 Any Owner making application to the Strata Council pursuant to Bylaw 7.3 shall provide a minimum of 40 day notice to the Strata Council:

- (a) detailed plans and a written description of the Work; and
- (b) any other materials or information reasonably requested by the Strata Council.

7.5 In determining whether to provide approval under Bylaw 7.3, the Strata Council will consider any issues that it deems relevant, including but not limited to a consideration of whether the proposed alteration is consistent with the design and materials of the Strata Corporation's building.

7.6 The Strata Corporation may require, as a condition of approval under Bylaw 7.3 that the Owner agree, in writing, to certain terms and conditions, including but not limited to the obligation of the Owner to do the following:

- (a) obtain all permits and approvals required in connection with the Work;
- (b) provide to the Strata Council copies of all permits, proofs, designs, plans, documents, materials or other information related to or in connection with the Work (the "Designs and Plans");
- (c) do or cause the Work to be done only in strict accordance with the Designs and Plans approved by the Strata Council (the "Approved Designs and Plans");
- (d) where required by the Strata Corporation, at the sole cost of the Owner, obtain and provide to the Strata Corporation a written report from a Professional Engineer confirming that the Work has been completed in accordance with the Approved Designs and Plans;
- (e) pay for all costs and expenses directly or indirectly relating to the Work, including but not limited to the cost of all labour, work and materials;
- (f) pay 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 direct or indirect result of the Work, whether or not such maintenance, repairs, or replacement are connected to or resulting from repairs for which the Strata Corporation is responsible;
- (g) obtain and maintain third party liability insurance with coverage in such amount as is reasonable in the circumstances and as may be specified by the Strata Corporation in writing from time to time;
- (h) provide to the Strata Council proof of the coverage referred to in 7.6(g) immediately upon request, and in any event prior to commencing the Work;
- (i) observe and comply with all laws, ordinances, regulations, or requirements of any federal, provincial, municipal, or other authority related to the Work;
- (j) upon selling or transferring the Strata Lot, ensure that the transferee executes an agreement with the Strata Corporation respecting the Work, in the same form as this Agreement (Assumption of Liability);
- (k) at all times comply with the Act and its Regulations;
- (l) at all times comply with the Bylaws of the Strata Corporation;
- (m) indemnify and save harmless the Strata Corporation for any action, damages, costs, loss or expense of whatever kind which the Strata Corporation may sustain in connection with the Work; and
- (n) any other terms that the Strata Corporation may reasonably require.

7.7 In performing alterations or renovations, an Owner shall:

- (a) obtain all required permits;
- (b) comply with the Bylaws, including without limiting the generality of the forgoing, Bylaw 8.3; and
- (c) comply with all of the obligations set out in Bylaw 7.5.

- 7.8 An Owner shall, at the end of each day while alterations or renovations are being performed:
- (a) clear any debris from and clean any Common Property or land that is a Common Asset affected by the Work; and
 - (b) fix any damage to Common Property or land that is a Common Asset resulting from the Work.
- 7.9 Where an Owner does not comply with Bylaw 7.8, the Strata Corporation may do all such things as are required to remedy the breach, and the Owner shall immediately upon notice from the Strata Corporation pay to the Strata Corporation all of its costs to do so.
- 7.10 An Owner shall not permit alterations to be performed on the Premises at any time other than:
- (a) between 8:00 a.m. and 8:00 p.m. Monday through Saturday;
 - (b) between 12:00 p.m. and 8:00 p.m. on Sundays; and
 - (c) notwithstanding Bylaws 7.10(a) and 7.10(b), between 12:00 p.m. and 8:00 p.m. on statutory holidays in British Columbia.
- 7.11 Where an Owner makes any alteration or addition to the Premises or performs the Work in contravention of this Bylaw 7.0, the Strata Corporation shall be entitled to do all things as are necessary to restore the Premises to its original condition, and the Owner shall immediately upon receipt of notice from the Strata Corporation reimburse the Strata Corporation for such costs.

8.0 DAMAGE TO PROPERTY

- 8.1 An Owner, Tenant, Occupant or Invitee shall not do anything or omit to do anything that causes damage to the Premises, the Common Assets, or assets which the Strata Corporation is obligated to insure pursuant to the Act.
- 8.2 Without limiting the generality of Bylaw 8.1, no Owner, Tenant, Occupant, or Invitee shall do anything which may cause damage to plants, bushes, flowers, lawns, or other vegetation or landscaping on the Premises.
- 8.3 An Owner shall indemnify and save harmless the Strata Corporation from and against any and all manner of actions, causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation legal fees on a solicitor and client basis) which the Strata Corporation may sustain, incur, or be put to by reason of or arising out of:
- (a) damage for which an Owner or his, her, or its Guests are responsible;
 - (b) without limiting the generality of Bylaw 8.3(a), any act or omission of the Owner or his, her or its Guests; or
 - (c) the non-observance or violation by the Owner or his, her or its Guests, of the Act, Regulations, Bylaws, or Rules.

9.0 STRATA FEES AND SPECIAL LEVIES

- 9.1 An Owner shall:
- (a) pay strata fees on or before the 1st day of the month to which the strata fees relate; and
 - (b) pay all Special Levies in accordance with the resolution approving such Special Levy in accordance with the Act.
- 9.2 Overdue strata fees and Special Levies shall bear interest at a rate of 10% per annum, compounded annually, not in advance, from the date when due until the date when paid.
- 9.3 Without limiting any other right or remedy of the Strata Corporation, the Strata Corporation may charge a fine of \$50 each time an Owner fails to pay strata fees in accordance with Bylaw 9.1(a) or a Special Levy in accordance with Bylaw 9.1(b).

10.0 **RENTALS**

10.1 No more than 3 Strata Lots may be rented at any one time.

10.2 Except with the Rental Consent, no Owner shall enter into a tenancy agreement, rent, or lease, a Strata Lot.

10.3 At the time the Owner makes a written application to the Strata Corporation for Rental Consent:

- (a) if the number of Strata Lots rented is at the limit stated in Bylaw 10.1, excluding exempt Strata Lots pursuant to sections 142, 143 and 144 of the Act, the Strata Corporation shall:
 - (i) refuse to provide the Rental Consent, and notify the Owner in writing of the reason for such refusal; and
 - (ii) place the Owner on the bottom of the Rental Waiting List; or
- (b) if:
 - (i) the number of Strata Lots rented is less than the limit referred to in Bylaw 10.1 excluding exempt Strata Lots pursuant to sections 142, 143 and 144 of the Act;
 - (ii) the proposed tenancy is for a duration of no less than 6 months; and
 - (iii) there are no Owners on the Rental Waiting List;

the Strata Corporation shall grant the Rental Consent.

10.4 If no Tenant has occupied the Strata Lot within 60 days of the date that an Owner received the Rental Consent, the Rental Consent shall be deemed revoked, and the Owner shall have no further right to rent the Strata Lot. During the 60 days immediately following the date that an Owner received the Rental Consent, the Strata Lot shall be deemed rented for the purposes of the limit stated in Bylaw 10.1.

10.5 The Rental Consent shall be automatically revoked on the earlier of:

- (a) the date on which the Tenant who occupied the Strata Lot immediately after the Rental Consent was granted (the "First Tenant") vacates the Strata Lot; and
- (b) the date that the Owner conveys or transfers the Strata Lot.

10.6 Upon revocation of a Rental Consent pursuant to Bylaw 10.5 the Strata Corporation shall grant the Rental Consent to the Owner at the top of the Rental Waiting List.

10.7 Prior to possession of a Strata Lot by a Tenant, an Owner must deliver to the Tenant the current Bylaws and Rules, and a Notice of Tenant's Responsibilities in the form required by the Act.

10.8 Within two weeks of renting a Strata Lot, an Owner must give the Strata Corporation a copy of the Notice of Tenant's Responsibilities duly signed by the Tenant.

10.9 Where an Owner rents a Strata Lot in contravention of this Bylaw 10.0, the Owner shall be subject to a fine of \$500.00 applied in accordance with Bylaw 17.2 and the Strata Corporation may take all necessary steps to terminate the Owner's agreement with the Tenant, including, but not limited to, seeking a declaration or Court injunction to enforce this Bylaw 10.0. Any legal costs incurred by the Strata Corporation in enforcing this Bylaw 10.0 shall be the responsibility of the contravening Owner and shall be recoverable from the Owner on a solicitor and own client basis by the Strata Corporation.

10.10 Notwithstanding this Bylaw 10.0, an Owner may apply in writing to the Strata Council for an exemption pursuant to Section 144 of the Act, provided that if the Strata Corporation grants an exemption it may limit the period of time during which such exemption is applicable.

11.0 **PARKING AND VEHICLES**

11.1 No Owner, Tenant, or Occupant shall park a vehicle anywhere on the Premises except:

- (a) in the parking stall assigned to the Strata Lot occupied by such Owner, Tenant or Occupant; or
- (b) in the parking stall assigned another Strata Lot, with the express consent of the Owner of that Strata Lot.

11.2 No Owner, Tenant, Occupant shall permit any person other than an Owner, Tenant, Occupant to park on the Premises other than in a visitor parking stall.

11.3 No Owner, Tenant, Occupant or Invitee shall park a vehicle in a manner which restricts or limits access to a parking stall, roadway, driveway, walkway, or exit.

11.4 Without limiting the generality of Bylaw 11.3, no Owner, Tenant, Occupant or Invitee shall park a vehicle in a fire route.

11.5 No Owner, Tenant, Occupant or Invitee shall park or store a camper, camper van, recreational vehicle, motor home, trailer, or boat on the Premises, except with written consent from the Strata Council (up to 14 day approval will be considered).

11.6 The Strata Corporation may tow a vehicle which is parked in a prohibited area and the owner of such vehicle will be responsible for all costs to tow and impound such vehicle.

11.7 No Owner, Tenant or Occupant shall repair or maintain any vehicle on the Premises.

11.8 No Owner, Tenant, Occupant or Invitee shall use or operate a vehicle on the Premises in a manner which causes unreasonable noise.

11.9 No Owner, Tenant, or Occupant shall park a vehicle on the Premises if it is inoperable, and without limiting the generality of the foregoing no Owner, Tenant, or Occupant shall park a vehicle on the Premises if it:

- (a) is missing a door;
- (b) is missing a wheel;
- (c) has no tires;
- (d) has body damage; or
- (e) has had a flat tire for more than 24 consecutive hours.

11.10 No Owner, Tenant, Occupant, or Invitee shall use a vehicle horn on the Premises except for the purpose of alerting persons to risk or harm.

11.11 No Owner, Tenant, or Occupant shall cause or permit an unregistered or uninsured vehicle to be parked on the Premises.

11.12 No Owner, Tenant, Occupant, or Invitee shall drive a vehicle on the Premises at a speed that exceeds 10 kilometres per hour.

11.13 No Owner, Tenant, or Occupant shall cause or permit a vehicle to leak or drip oil, gasoline, or other fluids onto the Premises.

11.14 If an Owner is in breach of Bylaw 11.13:

- (a) such owner shall at the Owner's sole cost and expense within 7 days of receipt of notice from the Strata Corporation, do all such things as are required to return the Premises to the condition that existed prior to the breach; and
- (b) if an Owner should fail to comply with Bylaw 11.14(a) within the time limit specified in Bylaw 11.14(a), the Strata Corporation shall be entitled to do all such things as are required to return the Premises to the condition that existed prior to the breach, and the Owner shall immediately provide to the Strata Corporation all of its costs to do so.

12.0 **INSURANCE**

12.1 No Owner shall do or permit to be done anything that increases the Insurance Costs or whereby the Insurance Coverage may be invalidated.

12.2 Where an Owner (the "Responsible Owner") or an Owner's Guests are responsible for loss or damage to Insured Property (the "Damage") the Strata Corporation may:

- (a) make a claim with its insurer for the cost to repair the Damage (the "Repair Costs");
- (b) repair the Damage; and
- (c) deliver written notice to the Responsible Owner of the amount of the Repair Costs.

12.3 Within 30 days of receipt of the notice referred to in Bylaw 12.2(c), the Responsible Owner shall pay to the Strata Corporation the lesser of:

- (a) the Deductible; and
- (b) the Repair Costs.

12.4 Each Owner of a Strata Lot is solely responsible for all forms of property and liability insurance on his or her Strata Lot and all or any fixtures, contents, or improvements therein and thereto against perils not insured by the Strata Corporation, for amounts in excess of amounts insured by the Strata Corporation, and for whatever is not covered by the insurance policies of the Strata Corporation.

12.5 An Owner may apply to the Strata Council in writing for a copy of any insurance policies effected by the Strata Corporation, and the receipts for the most recent premiums, and the Strata Council shall produce a copy thereof to the applicant within 2 weeks of receiving the application.

13.0 **ANNUAL AND SPECIAL GENERAL MEETINGS**

13.1 Annual and special general meetings shall be chaired by the President of the Strata Council or, in his or her absence, by the Vice President of the Strata Council.

13.2 Where both the President and Vice President of the Strata Council are absent from an annual or special general meeting, a Chair shall be elected by eligible voters present at the meeting.

13.3 At an annual or special general meeting:

- (a) except on matters requiring a unanimous vote, the vote for a Strata Lot may not be exercised if the Strata Corporation is entitled to register a lien against the Strata Lot under s.116 (1) of the Act;
- (b) Persons who are not eligible to vote, including Tenants and Occupants:
 - (i) may attend;
 - (ii) may participate in the discussion at such meeting, but only if permitted to do so by the Chair of the meeting; and
 - (iii) shall leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.
- (c) voting cards shall be issued to eligible voters;
- (d) a vote is decided on a show of voting cards, unless an eligible voter requests a precise count;
- (e) if a precise count is requested by an eligible voter, the Chair of the meeting shall decide whether it will be by show of voting cards or by roll call, secret ballot or some other method;
- (f) Notwithstanding the generality of Bylaw 13.3(e) if a secret ballot is requested by an eligible voter, a vote shall be held by secret ballot. The outcome of each vote shall be announced by the Chair of the meeting

and recorded in the minutes of the meeting. The precise number of votes for and against a resolution shall be announced where a precise count was requested by an eligible voter under Bylaw 13.3(e); and

- (g) if there is a tie vote, the President of the Strata Council, or if the President is absent or unable or unwilling to vote, the Vice President of the Strata Council may break the tie by casting a second, deciding vote.

13.4 A quorum for an annual or special general meeting shall be the eligible voters holding one third (1/3) of the Strata Corporation's votes, present in person or by proxy.

13.5 Except for a meeting called pursuant to Section 43 of the Act, if a quorum is not present within a half hour from the time appointed for an annual or special general meeting, the meeting shall stand adjourned for ½ hour and if a quorum is still not present within ½ hour from the time that the meeting was adjourned, the persons present and entitled to vote shall constitute a quorum.

13.6 The order of business at annual and special general meetings is as follows:

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

14.0 **STRATA COUNCIL**

14.1 The Strata Council shall be comprised of not less than 3 and not more than 7 members.

14.2 Where a Strata Lot is owned by more than one Person, only 1 Owner of that Strata Lot may be a member of Strata Council at any one time.

14.3 An Owner shall not be eligible to sit on Strata Council with respect to a Strata Lot if the Strata Corporation is entitled to register a lien against that Strata Lot.

14.4 The term of office of a Strata Council member ends at the end of the annual general meeting at which a replacement is elected.

14.5 A Person whose term as Strata Council member is ending is eligible for re-election.

14.6 In the election of Strata Council members held at each annual general meeting, the members elected to fill the vacant positions shall be elected for a term of 1 year (approximately).

14.7 Unless all the Owners are on the Strata Council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting remove one or more Strata Council members.

14.8 After removing a Strata Council member, the Strata Corporation shall hold an election at the same annual or special general meeting to replace the Strata Council member for the remainder of the term.

14.9 If a Strata Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term.

14.10 A replacement Strata Council member may be any Person eligible to sit on the Strata Council.

14.11 The Strata Council may appoint a Strata Council member under Bylaw 14.9 even if the absence of the Strata Council member being replaced leaves the Strata Council without a quorum.

14.12 If all the members of the Strata Council resign or are unwilling or unable to act for a period of 2 or more months, Persons holding at least 20% of the Strata Corporation's votes may hold a special general meeting to elect a new Strata Council by complying with the provisions of the Act, the Regulations and the Bylaws respecting the calling and holding of meetings.

14.13 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 Secretary and a Treasurer.

14.14 A Person may hold more than one office at a time, other than the offices of President and Vice President.

14.15 The Vice President has the powers and duties of the President:

- (a) while the President is absent or is unwilling or unable to act; or
- (b) for the remainder of the President's term if the President ceases to hold office.

14.16 If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.

14.17 Any Strata Council member may call a Strata Council meeting by giving the other Strata Council members at least 7 days notice of the meeting, specifying the reason for calling the meeting.

14.18 The notice in Bylaw 14.17 does not have to be in writing.

14.19 A Strata Council meeting may be held on less than 7 days notice if:

- (a) all Strata Council members consent in advance of the meeting; or
- (b) the meeting is required to deal with an emergency situation, and all Strata Council members either:
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

14.20 The Strata Council shall, within a reasonable period of time following a meeting of the members of the Strata Council, provide to the Owners minutes of such meeting.

14.21 By application in writing, stating the reason for the request, an Owner, Occupant or Tenant may request a hearing at a Strata Council meeting.

14.22 If a hearing is requested under Bylaw 14.21, the Strata Council shall hold a meeting to hear the applicant Owner within 4 weeks of receipt of the request.

14.23 If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council shall give the applicant Owner a written decision within one week of the hearing.

14.24 A quorum of the Strata Council is 2 where there are 4 or less members on Strata Council, 3 where there are 5 or 6 members on Strata Council, and 4 where there are 7 members on Strata Council.

14.25 Strata Council members shall be present in person at the Strata Council meeting to be counted in establishing a quorum.

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

14.27 If a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.

14.28 Owners may attend Strata Council meetings as observers.

14.29 Despite Bylaw 14.28, no Owner may attend that portion of a Strata Council meeting that deals with any of the following:

- (a) Bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction Bylaw exemption hearings under section 144 of the Act; or
- (c) any other matters if the presence of observers would, in the Strata Council's opinion, unreasonably interfere with an individual's privacy.

14.30 At Strata Council meetings, decisions shall be made by a majority of Strata Council members present in person at the meeting.

14.31 If there is a tie vote at a Strata Council meeting, the President of the Strata Council may break the tie by casting a second, deciding vote.

14.32 The results of all votes at a Strata Council meeting shall be recorded in the Strata Council meeting minutes, along with the names of the Strata Council members moving and seconding any resolutions, and the names of any dissenting or abstaining Strata Council members.

14.33 Subject to Bylaws 14.34 and 14.35, the Strata Council may delegate some or all of its powers and duties to one or more Strata Council members or Persons who are not members of the Strata Council, and may revoke the delegation.

14.34 The Strata Council may delegate its spending powers or duties, but only by a resolution that:

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
- (b) delegates the general authority to make expenditures in accordance with Bylaw 14.35.

14.35 A delegation of a general authority to make expenditures shall:

- (a) set a maximum amount that may be spent; and
- (b) indicate the purposes for which, or the conditions under which, the money may be spent.

14.36 The 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 any part of the Premises.

15.0 **SPENDING RESTRICTIONS**

15.1 A Person may not spend the Strata Corporation's money unless the Person has been delegated the power to do so in accordance with the Bylaws.

15.2 Notwithstanding Bylaw 15.1, where there are reasonable grounds to believe that an immediate expenditure is

necessary, the Strata Council may make such expenditure without approval at an annual or special general meeting provided that the expenditure is necessary to ensure safety or prevent significant loss or damage, whether physical or otherwise.

16.0 LIMITATION OF LIABILITY OF COUNCIL MEMBERS

16.1 A Strata 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 Strata Council.

16.2 Bylaw 16.1 does not affect a Strata Council member's liability, as an Owner, for a judgment against the Strata Corporation.

16.3 Bylaw 16.1 shall apply notwithstanding the fact that it may be discovered that there was a defect in the manner of appointment of the Strata Council member.

17.0 ENFORCEMENT OF BYLAWS AND RULES

17.1 If after compliance with Section 135 of the Act, the Strata Corporation deems a fine to be the most appropriate penalty for an infraction by the Owner or the Owner's Tenant or Occupant of the Bylaws or Rules, the Strata Corporation may fine an Owner as follows:

- (a) for the contravention of a Bylaw, a fine not to exceed \$200.00 for each contravention;
- (b) for the contravention of a Rule, a fine not to exceed \$50.00 for each contravention; and
- (c) notwithstanding Bylaw 17.1(a), for the contravention of Bylaw 10.0 respecting rentals, a fine in accordance with Bylaw 10.9.

17.2 The fines referred to in Bylaw 17.1 may be levied for every 7 days in which the contravention continues.

17.3 Whenever an Owner pays their Strata Fees, this payment would be applied to any outstanding fines firstly, and thereafter, any remaining funds would be applied to their monthly Strata Fees.

18.0 SALE OF STRATA LOTS & MOVING

18.1 An Owner shall notify the Strata Council in writing upon listing his, her or its Strata Lot for sale, and shall notify the Strata Council immediately upon any change in ownership of that Strata Lot.

18.2 An Owner or agent of the Owner shall supervise a prospective purchaser of a Strata Lot at all times while the prospective purchaser is on the Premises.

18.3 No Owner will or will permit agent of the Owner to place a "For Sale" sign on the Common Property or land that is a Common Asset.

18.4 Notwithstanding Bylaw 18.3, an Owner or agent of the Owner may place one real estate sign on the wooden post at the entranceway.

18.5 Any damage caused by an Owner, Occupant, Tenant, or his, her or its agents while moving in or out of a Strata Lot shall be the sole responsibility of the Owner of the Strata Lot.

19.0 DISPUTES

19.1 The Strata Council is not required to obtain prior approval or authorization to commence an action under the *Small Claims Act* against an Owner or other Person to collect money owing to the Strata Corporation, including money owing as a fine.

20.0 NOTICE AND CONSENT

20.1 If at any time under these Bylaws, an Owner, Tenant or Occupant is required to provide notice to the Strata Council or to obtain consent from the Strata Council, such notice and consent will be effective only if in writing.

21.0 **VOLUNTARY DISPUTE RESOLUTION**

21.1 A dispute among Owners, Tenants, Occupants or the Strata Corporation or any combination of them may by notice in writing to the Strata Corporation from any of the disputing parties be referred to the Dispute Resolution Committee provided that:

- (a) all of the parties involved in a dispute consent; and
- (b) the dispute involves the Act, the Regulations, the Bylaws, or the Rules.

21.2 The Dispute Resolution Committee shall attempt to help the parties involved in the dispute to voluntarily end the dispute.

22.0 **SEVERABILITY**

22.1 The invalidity or unenforceability of any particular Bylaw will not affect the validity or enforceability of any other Bylaw and, in such event, such invalid Bylaw will be severable from these Bylaws and the remainder of these Bylaws will be construed as if such invalid Bylaw was omitted.