

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.
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1. CONTACT: (Name, address, phone number)

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

Strata Property Act

FORM I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan VR 780 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 an annual or special general meeting held on November 27, 2014.



Signature of Council Member

Mark Hansen



Signature of Second Council Member
(not required if council consists of only one member)

Melanie Snagg

*Section 128 (2) 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.

SCHEDULE OF BYLAWS
The Owners, Strata Plan VR 780

Resolutions

Be it resolved by a ¾ vote of The Owners, Strata Plan VR 780, also referred to as the “strata corporation” that all previously registered bylaws for The Owners, Strata Plan VR 780 be repealed, and replaced with the following bylaws. These bylaws repeal and replace the Schedule of Standard Bylaws in the *Strata Property Act* and any bylaws previously registered in the land title office.

Be it resolved by a ¾ vote of the non-residential strata lots, also known as the “Commercial Section” that all previously registered bylaws for The Owners, Strata Plan VR 780 be repealed, and replaced with the following bylaws. These bylaws repeal and replace the Schedule of Standard Bylaws in the *Strata Property Act*, and any bylaws previously registered in the land title office

Be it resolved by a ¾ vote of the residential strata lots, also known as the “Residential Section” that all previously registered bylaws for The Owners, Strata Plan VR 780 be repealed, and replaced with the following bylaws. These bylaws repeal and replace the Schedule of Standard Bylaws in the *Strata Property Act*, and any bylaws previously registered in the land title office.

Division 1 - Separate Sections

1. Sections

- 1.1** The Residential Section is hereby created. The residential section is comprised of strata lots 51 to 58 and is named “Section 1 of The Owners, Strata Plan VR 780”.
- 1.2** The Commercial Section is hereby created. The commercial section is comprised of strata lots 1 to 50 and is named “Section 2 of The Owners, Strata Plan VR 780”.
- 1.3** The annual year for the Strata Corporation runs from January 1st to December 31st and is subject to change pursuant to the provisions of the *Strata Property Act* (“Act”).
- 1.4** Bylaws need to be registered to become effective, but in the case of bylaws 1.5 to 1.8 and 1.9 to 1.12 they will not be effective until the earlier of the following dates:
 - (a) the commencement of the next annual fiscal year; or
 - (b) the effective date of a budget or revised budget approved by the owners at a general meeting.
- 1.5** The strata corporation agrees to incur the expense of repairing and maintaining the roof of the building. It also agrees to incur the expense on a one-time basis to remove and replace the landscaping on the eighth floor. Pursuant to section 71 of the *Act*, the owners approve a significant change to the appearance of the eighth floor in that the landscaping, including but not limited to the water feature, will be removed and replaced with plants in pots. The plants and pots to be used will be decided upon by the council within parameters for weight established by the strata

corporation's engineer, if the strata corporation's engineer considers this to be a concern. The strata corporation will also pay for the cost of the pot-based landscaping as a one-time expense. Notwithstanding anything else in these bylaws, after the one-time expenditure on the plants and pots, further landscaping expenditures on the eighth floor area will be the responsibility of the residential section only.

- 1.6** The entity that is responsible for a repair and maintenance expense is also responsible to conduct the repair and maintenance, in accordance with the obligations to do so under the *Act* and Regulations and any amendments thereto.
- 1.7** The expenses, both operating expenses and expenses that usually occur less often than once a year or do not usually occur unless otherwise specified, to be paid for by The Owners, Strata Plan VR 780 and contributed to by each owner, based on the unit entitlement of each strata lot, will include the following, but are not limited to:
- (a) insurance and insurance appraisal;
 - (b) management fees, legal fees, accounting fees and other professional fees incurred by the strata corporation;
 - (c) unless otherwise provided for in these bylaws, repair and maintenance of the exterior of the building and the building structure, including but not limited to the roof, sides of the building, balconies, patios and the whole of the building envelope;
 - (d) water;
 - (e) electricity;
 - (f) gas;
 - (g) repair and maintenance of the security panel;
 - (h) repair and maintenance of the alarm systems and security panels;
 - (i) repair and maintenance of emergency power systems;
 - (j) repair and maintenance of the electrical systems, except as specifically provided for in these bylaws;
 - (k) repair and maintenance of the mechanical systems, except as specifically provided for in these bylaws;
 - (l) repair and maintenance of the plumbing systems, except as specifically provided for in these bylaws;
 - (m) repair and maintenance of the fire alarm systems including, but not limited to the telephone and fire panels;
 - (n) repair and maintenance of exterior lighting;

- (o) repair and maintenance of the parking area, except for repair and maintenance that specifically pertains to the commercial section's rental of spaces in the parking area;
- (p) repair and maintenance of stairwells;
- (q) pest control;
- (r) landscaping and general grounds maintenance; and
- (s) snow and ice removal.

1.8 The expenses, both operating and expenses that usually occur less often than once a year or do not usually occur, paid for by the residential section, include but are not limited to:

- (a) management fees, legal fees, accounting fees and other professional fees incurred by the residential section;
- (b) repair, maintenance and replacement of those limited common property interior areas allocated for the exclusive use of strata lots 51 to 58, including but not limited to the elevator designated as limited common property for the exclusive use of strata lots 51 to 58 on the strata plan and the mechanical equipment for the elevator;
- (c) waste removal fee for the residential strata lots;
- (d) repair, maintenance and replacement of the residential intercom and enterphone;
- (e) dryer vent cleaning;
- (f) the meter stack that is feeding individual residential strata lots;
- (g) the main hot and cold pipes from the main valves located in strata lot 52 and strata lot 57;
- (h) hot water re-circulating pumps located in strata lots 52 and 57;
- (i) main sewage/waste water pipes from the 8th and 9th floor to the main vertical stack located in the wall between strata lots 52 and 53 and 56 and 57;
- (j) sewage/waste water distribution pipes including but not limited to vent stacks in individual strata lots;
- (k) residential entrance lobby and door leading to parking level P2;
- (l) light fixtures on common property or limited common property located on the 8th, 9th and 10th floors;
- (m) landscaping expenditures on the eighth floor except as described in bylaw 1.5; and

- (n) repair and maintenance of exterior limited common property that is allocated for the exclusive use of strata lots 51 to 58 if that repair and maintenance usually occurs once a year or more often than once a year.
- 1.9** Individual residential owners are responsible for the repair and maintenance of the balconies that form part of their residential strata lot if that repair and maintenance usually occurs either once a year or more often than once a year.
- 1.10** The expenses, both operating and expenses that usually occur less often than once a year or do not usually occur, paid for by the commercial section, include but are not limited to:
- (a) management fees, legal fees, accounting fees and other professional fees incurred by the commercial section;
 - (b) repair and maintenance of those limited common property interior areas allocated for the exclusive use of some or all of the commercial owners, including but not limited to the elevator and lobbies designated as limited common property for the exclusive use of certain commercial strata lots on the strata plan or by a later designation of limited common property and the mechanical equipment for the elevator;
 - (c) waste removal for the commercial strata lots;
 - (d) repair and maintenance of signage;
 - (e) the cooling tower;
 - (f) the hot water boiler;
 - (g) the pipes, pumps and controls associated with the HVAC system;
 - (h) the hot and cold water branch lines on the main floor up to and including the 7th floor;
 - (i) re-circulating pumps on the commercial floors;
 - (j) the commercial entrance lobby and door leading to the back alley; and
 - (k) light fixtures on the common property or limited common property located from the main floor up to and including the 7th floor.
- 1.11** The council, section executives and owners should refer to the mandatory provisions of the *Act* and Regulation(s) thereto for further information regarding the allocation of expenses between the strata corporation and the sections and for further information regarding the governance of sections. The allocation of the expenses listed above has been arrived at after considering what expenses benefit all owners and what expenses benefit owners of a particular section only. The owners acknowledge that the lists above are not a complete list of all expenses that will or may be attributed to the strata corporation or to a particular section. The owners also acknowledge that a unanimous vote may be passed pursuant to section 100 of the *Act* that may change the basis for contribution to the strata corporation's operating and contingency reserve fund.

- 1.12** The paid parking lot in the parking area will be run by the commercial section at the commercial section's expense. All expenses related to it are payable by the commercial section only. The revenue from the parking lot is to be attributed to the commercial section only.
- 1.13** References in these bylaws to limited common property is meant to include the limited common property that is designated from time to time by the owners in the strata corporation, including but not restricted to limited common property that is designated at the same meeting as these bylaws are passed and limited common property that may be designated after these bylaws are passed. It is understood and agreed that the commercial section may create its own bylaws regarding the allocation of expenses regarding limited common property allocated for the exclusive use of one or more commercial strata lots, including the allocation of costs of such limited common property.

Division 2 - Expenses and Fees

2. Expenses and Fees

- 2.1** It is acknowledged that each section is a separate legal entity that will establish its own operating fund and contingency reserve fund for the common expenses of that section.
- 2.2** These bylaws delineate the responsibility of an owner to pay common expenses to the strata corporation and to the applicable section.
- 2.3** The strata corporation must prepare an annual budget of the strata corporation. The strata corporation will collect strata fees and special levies from the owners in accordance with section 99 of the *Act*, subject to only unanimous votes approved for under section 100 of the *Act*.
- 2.4** Each section must prepare an annual budget for that section. Each section will collect strata fees and special levies from the owners in that section in accordance with section 99 of the *Act*, subject to only unanimous votes approved for under section 100 of the *Act*.
- 2.5** A section may, subject to it being accepted for filing by the Land Title Survey authority, register a lien (Form G), against the owner's strata lot if the monies owing to the section remain unpaid from the owner and the section has met the requirements of the *Act* to do so. If the Form G is not accepted for registration by the Land Title Survey Authority, the section executive may request the strata corporation, through its council, register the Form G against the owner's strata lot. The strata corporation will register the Form G upon request. The section will indemnify and save harmless the strata corporation for any costs or damages that the strata corporation may incur as a result of registering the Form G at the section's request.
- 2.6** Before issuing a Certificate of Payment (Form F), the strata corporation will advise the executive of the section of which the strata lot is a member and find out what amounts are owed to the section from the owner. The strata corporation will not issue a Form F unless arrangements satisfactory to the section have been made to

pay the amount owing to the section. If a Form F is withheld at the request of a section, the section will indemnify and save harmless the strata corporation for any costs or damage that the strata corporation may incur as a result of withholding the Form F at the section's request.

- 2.7 The strata corporation will advise the executive of the applicable section that a request for an Information Certificate (Form B) has been made, within four days of receiving such a request. The strata corporation will indicate on all Form B's that the strata lot is a member of a section.

Division 3 - Duties of Owners, Tenants, Occupants and Visitors

3. Compliance with Bylaws and Rules

- 3.1 All owners, tenants, occupants and visitors must comply strictly with the bylaws and rules of the strata corporation.

4. Payment of Strata Fees and Special Levies

- 4.1 An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate. An owner must pay a special levy as per the payment date or payment schedule set out in the resolution.
- 4.2 An owner must pay strata fees to the appropriate section on or before the first day of the month to which the strata fees relate. An owner must pay a special levy to the appropriate section as per the payment date or payment schedule set out in the resolution.
- 4.3 When an owner fails to pay strata fees in accordance with these bylaws, outstanding strata fees will be subject to an interest charge of 10% per annum compounded annually, or any other maximum interest rate provided for under the *Act* and Regulation from time to time and a fine of \$50.00 per month.
- 4.4 When an owner fails to pay a special levy on or before the due date, the amount of the special levy outstanding will be subject to an interest charge of 10% per annum compounded annually, or any other maximum interest rate provided for under the *Act* and Regulation from time to time and a fine of \$50.00 per month.
- 4.5 When a cheque or payment is dishonoured by an owner's financial institution the strata corporation may charge the owner a fine in the amount of \$25.00, or such other amount allowed for under these bylaws, up to the amount of the financial charge.
- 4.6 The strata corporation requests that after they receive notice of the amount of the strata fees for the current fiscal year, all owners provide the strata corporation or its agent twelve (12) consecutive, monthly post-dated cheques for strata fees for the entire fiscal year of the strata corporation, dated the first day of each month, or if there is a pre-authorized debit system used by the strata corporation, written authorization for monthly automatic debit from each owner's bank account.

5. Repair and Maintenance of Property by Owner

- 5.1** An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws or the responsibility of a section under these bylaws or the section's bylaws.
- 5.2** An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws or the section under these bylaws or its own bylaws.
- 5.3** An owner must have all work done by properly qualified individuals, including but not limited to plumbers, electricians, HVAC technicians and other trades. Prior written approval by council of the particular individual performing the work is required prior to electrical, plumbing or HVAC work being carried out in the building, whether in the strata lot, on limited common property, or on common property.

6. Use of Property

- 6.1** An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
- (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 6.2** An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation or a separate section, as the case may be, must repair and maintain or insure under Section 149 of the *Act*.
- 6.3** An owner, tenant or occupant shall not deposit household refuse or garbage in other than proper containers as directed by the council or the appropriate section executive from time to time; the removal of any material other than ordinary household refuse or garbage shall be the responsibility of the owner of the applicable strata lot and shall be done at his or her expense.

7. Inform Strata Corporation

- 7.1** Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

7.2 On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

8. Obtain Approval Before Altering a Strata Lot

8.1 An owner must obtain the written approval of the council 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 on the exterior of a building, or that front on the common property;
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) common property located within the boundaries of a strata lot; and
- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the *Act*.

8.2 The council must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

9. Obtain Approval Before Altering Common Property

9.1 An owner must obtain the written approval of the council before making an alteration to common property, including limited common property, or common assets.

9.2 The council may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

10. Alterations to a Strata Lot or Common Property

10.1 All of section 10 governs alterations to common property and limited common property and those alterations to a strata lot governed by section 8 of the bylaws.

10.2 An alteration that has not received the prior written approval of council must be removed at the owner's expense if the council orders that the alteration be removed.

10.3 An owner who receives approval for an alteration will be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration and the cost of repairing and maintaining the common property or a strata lot if such repair is required as a result of the alteration. An owner who receives approval may be required by the council to sign an assumption of liability agreement in the form required by council from time to time.

- 10.4** The owner will be responsible to obtain all applicable building permit(s) prior to commencing the work, and obtaining such permit(s) is a condition of the council's approval.
- 10.5** An owner who undertakes alteration(s) and all subsequent owners of the strata lot, are responsible for all costs relating to:
- (a) the maintenance and repair of the alteration(s);
 - (b) the effects on all adjacent strata lots or common property; and
 - (c) the effects of rain and weathering, staining, discoloration.
- 10.6** The owner may be required by council to maintain, repair, or remove an alteration to common property if in the opinion of the council such maintenance, repair or removal is required and in the best interest of the owners at large. If the owner fails to maintain, repair or remove the alteration after being given reasonable notice by council to do so, council may perform the maintenance, repair or removal and charge the cost of doing so to the owner.
- 10.7** On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an assumption of liability agreement with the strata corporation in the form required by council, the alteration may be removed by council and the cost of the removal will be charged to the new owner.
- 10.8** If an owner wants to remove an approved alteration or attachment, the owner must negotiate the terms of removal with the council.
- 10.9** The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of an approved alteration. The council may include specified supervision or inspection as a requirement of approval.
- 10.10** With respect to alterations owners must comply with both the bylaws of the strata corporation and the relevant section.
- 10.11** If an alteration needs to be removed to facilitate repairs and/or maintenance to the common property or limited common property, the cost of the removal will be charged to the owner of the applicable strata lot. The reinstatement or the replacement of the alteration will also be at the cost of the owner of the strata lot. The strata corporation, as decided by council, reserves the right to refuse reinstatement or replacement of the alteration if to do so is not in the best interests of the owners.

11. Permit Entry to Strata Lot

- 11.1** An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;

- (b) at a reasonable time, on 48 hours' written notice, to 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 these bylaws or insure under section 149 of the *Act*; and
 - (c) at a reasonable time, on 48 hours' written notice to ensure compliance with the *Strata Property Act* and/or the bylaws of the strata corporation.
- 11.2 The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 4 – Powers and Duties of Strata Corporation

12. Repair and Maintenance of Property by Strata Corporation and by Section

- 12.1 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation; and
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property that is on the exterior of the building, unless otherwise provided for in these bylaws.
- 12.2 The strata corporation shall repair and maintain a strata lot, but the duty to repair and maintain it is restricted to:
- (a) the structure of the building;
 - (b) the exterior of the building; and
 - (c) doors, windows and skylights on the exterior of a building or that front on the common property.

Division 5 – Council

13. Council Size and Membership

- 13.1 The council must have at least 5 and not more than 7 members. At least two council members must be elected from the residential section.
- 13.2 An owner will not be entitled to be elected to council or continue to stand on council if the strata corporation is entitled to register a lien against that strata lot under section 116 of the *Act*.

14. Council Members' Terms

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

15. Removing Council Member

- 15.1** The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- 15.2** After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term. The replacement council member elected must be from the same section as the council member that was removed.

16. Replacing Council Member

- 16.1** If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the council may appoint a replacement council member for the remainder of the term.
- 16.2** Council may only appoint a replacement council member if that council member is from the same section as the council member that resigns or is unwilling or unable to act. The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- 16.3** If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the *Act*, the regulations and the bylaws respecting the calling and holding of meetings.

17. Officers

- 17.1** At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 17.2** A person may hold more than one office at a time, other than the offices of president and vice president.
- 17.3** The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- 17.4** If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

18. Calling Council Meetings

- 18.1** Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 18.2** The notice does not have to be in writing.

- 18.3** A council meeting may be held on less than one week's notice if
- (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

18.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

19. Quorum of Council

19.1 A quorum of the council is

- (a) 2, if the council consists of 3 or 4 members,
- (b) 3, if the council consists of 5 or 6 members, and
- (c) 4, if the council consists of 7 members.

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

20. Council Meetings

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

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

20.3 Owners may attend council meetings as observers.

20.4 Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the *Act*; and
- (b) any other matters if the presence of observers would, in the council's
- (c) opinion, unreasonably interfere with an individual's privacy.

21. Voting at Council Meetings

21.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.

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

21.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

22. Council to Inform Owners of Minutes

22.1 The council must inform owners of the minutes of all council meetings within 3 weeks of the meeting, whether or not the minutes have been approved.

23. Delegation of Council's Powers and Duties

23.1 Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

23.2 The council may delegate its spending powers or duties, but only by a resolution that:

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- (b) delegates the general authority to make expenditures in accordance with subsection (3).

23.3 A delegation of a general authority to make expenditures must:

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

23.4 The council may not delegate its powers to determine, based on the facts of a particular case:

- (a) whether a person has contravened a bylaw or rule,
- (b) whether a person should be fined, and the amount of the fine, or
- (c) whether a person should be denied access to a recreational facility.

24. Spending Restrictions

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

24.2 Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

25. Limitation on Liability of Council Member

25.1 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.

- 25.2 Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 6 – Enforcement of Bylaws and Rules

26. Maximum Fine

- 26.1 Unless otherwise provided for in the bylaws the strata corporation may fine an owner or tenant a maximum of:

- (a) \$200 for each contravention of a bylaw, and
- (b) \$50 for each contravention of a rule.

27. Continuing Contravention

- 27.1 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 7 – Annual and Special General Meetings

28. Quorum

- 28.1 If at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for one half hour whereupon the adjourned meeting shall be reconvened at the same place and the persons present in person or by proxy and entitled to vote at that time shall constitute a quorum, however if the meeting was convened upon the requisition of members and a quorum is not present at the time appointed for the meeting the meeting is terminated.

29. Person to Chair Meeting

- 29.1 Annual and special general meetings must be chaired by the president of the council.
- 29.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 29.3 If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

30. Participation by other than Eligible Voters

- 30.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 30.2 Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

30.3 Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

31. Voting

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

31.2 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

31.3 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

31.4 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

31.5 Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

31.6 An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the strata corporation is entitled to register a lien against that strata lot under section 116 of the *Act*.

32. Order of Business

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

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the *Act*;
- (j) report on insurance coverage in accordance with section 154 of the *Act*, if the meeting is an annual general meeting;

- (k) approve the budget for the coming year in accordance with section 103 of the *Act*, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the *Act*;
- (m) elect a council, if the meeting is an annual general meeting; and
- (n) terminate the meeting.

Division 8 – Voluntary Dispute Resolution

33. Voluntary Dispute Resolution

33.1 A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if;

- (a) all the parties to the dispute consent, and
- (b) the dispute involves the *Act*, the regulations, the bylaws or the rules.

33.2 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.

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

Division 9 – Insurance

34. Insurance

34.1 An owner is deemed to be responsible for any loss or damage caused to the common property, limited common property, common assets or to any strata lot when the cause of such loss or damage originated within the owner's strata lot and the loss or damage is not covered by the strata corporation's insurance policy.

34.2 An owner is also deemed to be responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, when the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or the owner's tenant(s), occupant(s) or visitor(s) and the loss or damage is not covered by the strata corporation's or the applicable section's insurance policy.

34.3 If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw results in a claim against any insurance policy held by the strata corporation; that owner is strictly liable to reimburse the strata corporation for the full amount of any insurance deductible, any portion of

insurance coverage declined, any amount not covered by insurance and/or any amount by which the loss or damage exceeds the insurance coverage. That owner shall indemnify and save harmless the strata corporation for these amounts.

- 34.4** If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw does not exceed the insurance deductible for an insurance policy held by the strata corporation; that owner is strictly liable and shall indemnify and save harmless the strata corporation for any resulting expense for maintenance, repair or replacement rendered necessary, which it is the strata corporation's responsibility to perform.
- 34.5** For the purposes of this bylaw any amount which an owner is responsible to pay shall be assessed against that owner's strata lot and included in the statement of account for that strata lot.

Division 10 – Small Claims

35. Small Claims

- 35.1** Pursuant to section 171 of the *Strata Property Act*, the council, on behalf of the strata corporation, may commence a proceeding under the *Small Claims Act* against an owner or other person to collect money owing to the strata corporation without further authorization from the strata corporation. The council may commence the proceedings to collect monies owing to the strata corporation for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The council has full authority to negotiate a settlement or discontinue or dismiss the action.

Division 11 - Leasing of Strata Lots

36. Leasing of Strata Lots

- 36.1** Before an owner or other landlord rents all or part of a residential strata lot, the owner or landlord, must, in accordance with section 146 of the *Act* and the provisions of the Regulations and any amendments to the *Act* and the Regulations thereto, provide any prospective tenant with a copy of the current bylaws and rules of the strata corporation and a Form K, Notice of Tenant's Responsibilities. Within two weeks of renting all or part of a residential strata lot, an owner or landlord must give the strata corporation a copy of the Form K, Notice of Tenant's Responsibilities.
- 36.2** Before renting a commercial strata lot, the owner must provide the commercial tenant with a copy of the current bylaws and rules of the strata corporation.

Division 12 - Marketing Sale of Strata Lot

37. Marketing Sale of Strata Lot

- 37.1** A "For Sale" sign must only be displayed in the complex in a place and in a manner allowed for by council from time to time.

- 37.2** Owners are responsible for all individuals they allow into otherwise secure areas of common property or limited common property for the purpose of viewing their strata lot for sale or lease. Prospective purchasers or prospective tenants must be accompanied by the owner of the strata lot or the owner's real estate agent at all times while on secured common property or secured limited common property.

Division 13 - Parking

38. Parking

- 38.1** For the purpose of this bylaw, the parking spaces being referred to are the spaces located in the "parking area" designated on the strata plan.
- 38.2** The strata corporation may create rules governing the use of the parking area and the individual parking spaces located therein.
- 38.3** Each parking space must only be used to park a passenger vehicle and for no other purpose. No oversized vehicle is allowed in the parking area, including but not limited to an RV, a boat, trailer or camper.
- 38.4** An owner, tenant or occupant must only park in the parking space that has been assigned to his or her particular strata lot. Council will not enforce private parking arrangements made between owners.
- 38.5** No one shall rent or sublet a parking space assigned to his or her strata lot to someone who does not live or work in the building.
- 38.6** Vehicles in the parking area must be licensed and insured or be owned or leased by an owner, tenant or occupant and have proper storage insurance. If a vehicle is not insured and licensed, the owner of the vehicle must provide the council with proof of storage liability insurance on the commencement date of the storage and must provide it on the request of council thereafter.
- 38.7** An owner, tenant, occupant or visitor must not permit a vehicle to be parked or left unattended in a no-parking zone, or in a manner that interferes with or obstructs access to or use of the parking area, parking stalls or the access lane. Vehicles shall only be parked in a loading zone for a period of time long enough to unload the vehicle.
- 38.8** No vehicle shall be driven in excess of 7 km/hr while it is in the parking garage.
- 38.9** An owner, tenant or occupant shall not permit any vehicle that drips oil or gasoline to be parked in the parking area. The owner of the vehicle must clean up any dripped oil, gasoline or other automotive fluid or residue from the floor of the parking garage. Failure to properly clean up the oil, gasoline or other automotive fluid or residue after being given fourteen days' notice by council to do so may result in council arranging for the area to be cleaned up and the owner of the applicable strata lot being charged with and responsible for the cost of the clean-up.
- 38.10** No owner, tenant, occupant or visitor shall use the parking area as a location to perform carpentry or renovation work of any kind.

38.11 No smoking is allowed in the parking garage.

Division 14 - Corporate Representative

39. Corporate Representative

39.1 In order for an individual to vote or stand for council on behalf of a corporation or society, the corporation or society must provide a proper duly executed resolution giving the individual the power to represent the corporation or society, as the case may be, pursuant to matters concerning the strata corporation.

Division 15 – Severability

40. Severability

40.1 Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect. For the purpose of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.