

Dec-17-2019 14:54:53.001

CA7935293

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Marnie Gunther
IWXEF7c=CA, cn=Marnie Gunther
IWXEF7, o=Notary,
ou=Verify ID at
www.juricert.com/
LKUP.cfm?id=IWXEF7

-
1. CONTACT: (Name, address, phone number)

BAYSIDE PROPERTY SERVICES LTD.

100 - 6400 Roberts Street

Burnaby

BC V5G 4C9

Telephone: 604-432-7774
mr

Document Fees: \$29.66

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

LTO Document Reference:

-
3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS, STRATA PLAN LMS1660Related Plan Number: **LMS1660**

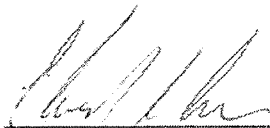
Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, **Strata Plan LMS 1660** 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 March 28, 2019.

BE IT RESOLVED as a $\frac{3}{4}$ vote of Section 2 of The Owners, Strata Plan LMS 1660 (the "**Apartment Section**"), pursuant to section 197(3) of the *Strata Property Act*, that the following be adopted as a bylaw 1 of the Apartment Section:

Garburators

- 1 *An Owner, tenant, occupant or visitor must not install a garburator in an Apartment Style Strata Lot. Despite the foregoing, if as of the date of approval of this bylaw, an Apartment Style Strata Lot has a garburator installed, such garburator can remain in the Apartment Style Strata Lot and be used; however, no replacement of such garburator is permitted.*



Signature of Council Member



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

Dec-17-2019 15:26:03.001

CA7935495

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Marnie Gunther
IWXEF7c=CA, cn=Marnie Gunther
IWXEF7, o=Notary,
ou=Verify ID at
www.juricert.com/
LKUP.cfm?id=IWXEF7

-
1. CONTACT: (Name, address, phone number)

BAYSIDE PROPERTY SERVICES LTD.

100 - 6400 Roberts Street

Burnaby

BC V5G 4C9

Telephone: 604-432-7774

mr

Document Fees: \$29.66

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

LTO Document Reference:

-
3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS, STRATA PLAN LMS1660Related Plan Number: **LMS1660**

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan LMS 1660 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 March 28, 2019.

BE IT RESOLVED as a $\frac{3}{4}$ vote of The Owners, Strata Plan LMS 1660 (the "**Strata Corporation**"), pursuant to section 128(1) of the *Strata Property Act*, that the following be adopted as a bylaw 4(8) of the Strata Corporation:

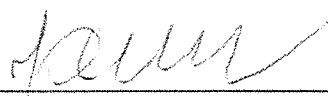
- (8) *A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, whether arranged through websites such as Air BnB, VRBO, Premiere Executive Suites or through companies that advertise this type of accommodation. Without limiting the generality of the foregoing, an Owner, tenant or occupant must not enter into a license for the use of all or part of a strata lot for accommodation purposes. Despite bylaw 45, any breach of this bylaw 4(8) is subject to a fine of up to \$1,000 per day.*

BE IT RESOLVED as a $\frac{3}{4}$ vote of The Owners, Strata Plan LMS 1660 (the "**Strata Corporation**"), pursuant to section 128(1) of the *Strata Property Act*, that the following be adopted as a bylaw of the Strata Corporation:

- 4(9) *An Owner, tenant, occupant or visitor must not use or occupy, or permit to be used or occupied, a strata lot, the common property, limited common property or common assets for the purpose of growing, producing, harvesting, marketing, selling or distribution of marijuana.*



Signature of Council Member



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

Oct-01-2010 16:02:41.001

CA1755564

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 55 PAGES

- 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*.

Cora Darlene
Wilson CAAUDG

Digitally signed by Cora Darlene
Wilson CAAUDG
DN: CN = Cora Darlene Wilson
CAAUDG, C = CA, O = Lawyer, OU =
Verify ID at www.juricert.com/LKUP.
cfm?id=CAAUDG
Date: 2010.10.01 15:59:01 -07'00'

1. CONTACT: (Name, address, phone number)

Cora D. Wilson, C.D. Wilson Law Corporation
Barristers & Solicitors
630 Terminal Avenue N., Nanaimo, BC, V9S 4K2
Tel: 250-741-1400
Document Fees: \$23.75

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

NO PID NMBR STRATA PLAN LMS1660Related Plan Number: **LMS1660**

Strata Property Act

Form I

AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan LMS1660 certify that the attached amendments to the bylaws of the strata corporation were approved by the following resolution passed in accordance with section 128 of the *Strata Property Act* at a Special General Meeting held on September 15, 2010:


BE IT RESOLVED that by a $\frac{3}{4}$ vote resolution of The Owners, Strata Plan No. LMS1660 and a further $\frac{3}{4}$ vote by each of the proposed Sections pursuant to section 193(3) of the *Strata Property Act* that:

- (a) the bylaws be amended to provide for the creation and administration of each section;
- (b) all previously bylaws registered in the New Westminster Land Title office be repealed;
- (c) the Schedule of Standard Bylaws to the *Strata Property Act* be repealed;
- (d) the bylaws for the Strata Corporation, the Townhouse Section and the Apartment Section shall be replaced with the following bylaws (the "Consolidated Bylaws"); and,
- (e) once filed at the New Westminster Land Title Office, these Consolidated Bylaws shall be deemed to be effective retroactive to April 29, 2009.

**SEE ATTACHED SCHEDULE "A" – SCHEDULE OF
CONSOLIDATED BYLAWS INCLUDING SECTION BYLAWS**



Signature of Council Member



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

**SCHEDULE OF
CONSOLIDATED BYLAWS,
INCLUDING SECTION BYLAWS**

The Kingsbrook, Surrey, BC

SEPTEMBER 15, 2010

**The Owners, Strata Plan No. LMS1660 (the "Strata Corporation")
Section 1 of The Owners, Strata Plan No. LMS1660 (the "Townhouse Section")
& Section 2 of The Owners, Strata Plan No. LMS1660 (the "Apartment Section")**

**PREPARED BY:
CORA D. WILSON, ESQ.**

**C.D. WILSON LAW CORPORATION
BARRISTERS & SOLICITORS
630 TERMINAL AVENUE NORTH
NANAIMO, BC, V9S 4K2
(250) 741-1400**

**SCHEDULE OF CONSOLIDATED BYLAWS
THE OWNERS, STRATA PLAN NO. LMS1660 & THE SECTIONS
THE KINGSBROOK, SURREY, BC**

INDEX

HEADINGS	PAGE
Division 1 – Creation of Sections	
1(1)-(18) Sections	2
2(1)-(8) Collection of Strata Fees	5
Division 2 – Duties of Owners, Tenants, Occupants and Visitors	
3(1)-(7) Payment of Strata Fees	6
4(1)-(7) Use of Property - General	7
5(1)-(11) Use of Property - Pets & General	8
6(1)-(4) General Use Bylaws	9
6(5)-(9) Apartment Section Security	11
7(1)-(16) Parking	12
7(17)-(30) Visitor Parking & Parking Permits	14
7(31)-(34) Towing	15
7(35)-(38) Apartment Section - Bicycle Parking	16
7(39)-(41) Storage	16
8 (1)-(3) Inform Strata Corporation	16
9(1) Alterations to Strata Lot, Limited Common Property and/or Common	17
9(2)-(4) Apartment Section Flooring Change	17
10(1) Alteration Conditions	18
10 (2)- (3) Final Approval for Alteration	20
11(1)-(4) Remedies for Illegal Alterations	20
12 (1)-(4) Permit Entry to Strata Lot	21
Division 3 – Repair and Maintenance	
13(1)-(2) Repair and Maintenance of Property	22
14(1)-(5) Repair and Maintenance of Property by Owner	24
15(1) Repair and Maintenance of Property by Strata Corporation	24
Division 4 – Council	
16(1)-(3) Council Size and Membership	25
17(1)-(2) Council Members’ Terms	25
18(1)-(2) Removing Council Member	25
19(1)-(4) Replacing Council Member	25
20(1)-(4) Officers	26

21(1)-(4)	Calling Council Meetings	26
22(1)-(3)	Requisition of Council Hearing	27
23(1)-(2)	Quorum of Council	27
24(1)-(4)	Council Meetings	27
25(1)-(3)	Voting at Council Meetings	27
26	Council to Inform Owners of Minutes	28
27(1)-(4)	Delegation of Council's Powers and Duties	28
28(1)-(4)	Spending Restrictions	28
29(1)-(5)	Limitation on Liability of Council Member	29

Division 5 – Executive of Sections

30(1)-(3)	Executive Size and Membership	29
31(1)-(2)	Executive Members' Terms	30
32(1)-(2)	Removing Executive Member	30
33(1)-(4)	Replacing Executive Members	30
34(1)-(4)	Executive Officers	30
35(1)-(4)	Calling Executive Meetings	31
36(1)-(3)	Requisition of Executive Hearing	31
37(1)-(2)	Quorum of Executive	31
38(1)-(4)	Executive Meetings	31
39(1)-(3)	Voting at Executive Meetings	32
40(1)	Executive to Inform Owners of Minutes	32
41(1)-(4)	Delegation of Executive's Powers and Duties	32
42(1)-(4)	Spending Restrictions	33
43(1)-(5)	Limitation on Liability of Executive Member	33

Division 6 – Enforcement of Bylaws and Rules

44	Maximum Fine	34
45(1)-(8)	Due Process & Continuing Contraventions	34

Division 7 – Annual and Special General Meetings

46(1)-(2)	Quorum	35
47(1)-(3)	Person to Chair Meeting	35
48(1)-(3)	Participation by Other than Eligible Voters	35
49(1)-(9)	Voting	35
50	Order of Business	36
51(1)-(2)	Application to Annual and Special General Meetings of Sections	37

Division 8 – Common Expenses

52	Strata Corporation Fees	37
53	Section Fees	37
54(1)-(3)	Apportionment of Common Expenses	37

Division 9 – Voluntary Dispute Resolution

55(1)-(3) Voluntary Dispute Resolution.....38

Division 10 – Small Claims

56(1) Small Claims.....38

Division 11 – Moving Bylaws

57(1)-(5) Moving Bylaw38

Division 12 – Insurance and Indemnity

58(1)-(12) Insurance and Indemnity.....39

Division 13 – Garbage & Garbage Removal

59(1) Garbage & Garbage Removal.....42

Division 14 – Rental Limitation Bylaw

60(1)-(2) Purpose & Rental Limitation Bylaw.....43
60(3)-(4) Period of time for rental.....43
60(5) Procedure by owner43
60(6) Procedure by strata council44
60(7)-(8) Exemption procedure44
60(9) Family member exemption45
60(10) One year grace period45
60(11) Hardship.....45
60(12) Remedies for Violations of Rental Limitation Bylaw45

Division 15 – Severability

61(1)-(2) Severability46

SCHEDULE OF CONSOLIDATED BYLAWS
The Owners, Strata Plan No. LMS1660 (the "Strata Corporation")
Section 1 of The Owners, Strata Plan No. LMS1660 (the "Townhouse
Section") & Section 2 of The Owners, Strata Plan No. LMS1660
(the "Apartment Section")

The Kingsbrook, Surrey, BC

WHEREAS:

- A. The Strata Corporation is comprised of a total of 72 strata lots including 28 Townhouse Style Strata Lots (strata lots 1 - 28) housed in 6 buildings and 44 Apartment Style Strata Lots (strata lots 29 - 72) housed in 1 building;
- B. Section bylaws were approved by the owners at a special general meeting held April 30, 2009 and immediately thereafter significant reconstruction expenses were approved by the requisite vote of owners in each section; however, sections were not formally created until the bylaws were registered in the Land Titles Office on May 20, 2009;
- C. As a result of these and other irregularities, it is advisable to approve new bylaws for the Strata Corporation and each section in compliance with Part 11 of the *Strata Property Act* with retroactive effect to April 29, 2009, it being understood that the bylaws are not effective until they are filed at the New Westminster Land Title Office;
- D. The Apartment Section owners will be responsible to pay for the common expenses based on the unit entitlement formula that relate solely to the Apartment Style Strata Lots in the Apartment Section including, but not limited to the:
 - (i) structure, foundation, exterior, roof, building envelope and sidewalks of the apartment building; and,
 - (ii) intercom, intercom system, parking ramp, parking garage, workshop, mechanical room, electrical room, common hallways, stairways, lobby, elevator, elevator machine room, recreation room, service facilities, dryer ducts, common property lighting within the apartment building and exterior lighting if separately metered;
- E. The Townhouse Section owners will be responsible to pay for the common expenses based on the unit entitlement formula that relate solely to the Townhouse Style Strata Lots in the Townhouse Section including, but not limited to, the structure, foundation, exterior, roof, building envelope, sidewalks, service facilities and separately metered common property exterior lighting for the townhouse buildings;

- F. The Strata Corporation will be responsible for matters of common interest to all owners which do not relate solely to either the Apartment Section or the Townhouse Section including, but not limited to, landscaping, roadways, insurance, garbage, water, management fees and other similar matters;
- G. It is desirable to create separate Sections for the Townhouse Style Strata Lots and the Apartment Style Strata Lots pursuant to Part 11 of the *Strata Property Act* for the purpose of representing the different interests of the Sections and to clarify the management, governance and administration of the Strata Corporation and each Section as set out in these bylaws;
- H. The two Sections constitute different types of strata lots for the purpose of Part 11 of the Regulations to the *Strata Property Act*; and,
- I. The Strata Corporation retains all powers and duties in matters of common interest to all owners.

BE IT RESOLVED that by a $\frac{3}{4}$ vote resolution of The Owners, Strata Plan No. LMS1660 and a further $\frac{3}{4}$ vote by each of the proposed Sections pursuant to section 193(3) of the *Strata Property Act* that:

- (a) the bylaws be amended to provide for the creation and administration of each section;
- (b) all previously bylaws registered in the New Westminster Land Title office be repealed;
- (c) the Schedule of Standard Bylaws to the *Strata Property Act* be repealed;
- (d) the bylaws for the Strata Corporation, the Townhouse Section and the Apartment Section shall be replaced with the following bylaws (the "Consolidated Bylaws"); and,
- (e) once filed at the New Westminster Land Title Office, these Consolidated Bylaws shall be deemed to be effective retroactive to April 29, 2009.

Division 1 – Creation of Sections

Sections

- 1 (1) A Section (the "Townhouse Section") is hereby created within the Strata Corporation consisting of strata lots 1-28 inclusive, (the "Townhouse Style Strata Lots"). The Townhouse Section will be referred to as Section 1 of The Owners, Strata Plan No. LMS1660.
- (2) A Section (the "Apartment Section") is hereby created within the Strata Corporation consisting of strata lots 29-72 inclusive, (the "Apartment Style Strata Lots"). The Apartment Section will be referred to as Section 2 of The Owners, Strata Plan No. LMS1660.

- (3) The Owners, Strata Plan No. LMS1660 retains all powers and duties of common interest to all owners.
- (4) The bylaws for The Owners, Strata Plan No. LMS1660 apply to each Section, except to the extent that they have been amended by each Section, and any such amendment is intended to apply only to the extent that the amendment solely relates to that Section.
- (5) With respect to a matter that relates solely to a Section, the Section is a corporation and has the same powers and duties as a Strata Corporation to:
 - (a) establish its own operating fund and contingency reserve fund for common expenses of the Section, including expenses relating to limited common property designated for the exclusive use of all the strata lots in the Section;
 - (b) to repair and maintain buildings and structures which contain one or more strata lots which are part of that Section, except where such repair or maintenance is the responsibility of an owner or the Strata Corporation pursuant to these bylaws;
 - (c) budget and require Section owners to pay strata fees and special levies for expenditures the Section authorizes;
 - (d) sue or arbitrate in the name of the Section;
 - (e) enter into contracts in the name of the Section;
 - (f) acquire and dispose of land and other property in the name of or on behalf of the Section; and,
 - (g) enforce bylaws and rules.
- (6) Each of the Sections is prohibited from entering into a contract, or suing or arbitrating in the name of the Strata Corporation and the Strata Corporation has no liability for contracts made, or debts or legal costs incurred by the Sections.
- (7) Each Section has the same insurable interest as the Strata Corporation enjoys with respect to property located within each of the Sections.
- (8) Each Section may obtain insurance only for perils that are not insured by the Strata Corporation or for amounts that are in excess of amounts insured by the Strata Corporation.
- (9) The eligible voters of each Section may call and hold meetings and pass resolutions in the same manner as eligible voters in the Strata Corporation.

(10) Each Section may elect an Executive for that Section and the Section Executive has the same powers and duties with respect to the Section as the Strata Corporation's council has with respect to the Strata Corporation.

(11) A member of a Section Executive is eligible for election to the Strata Corporation's council.

(12) All costs and expenses will be paid by the Strata Corporation, unless these bylaws expressly require the cost or expense to be paid by a Section.

(13) The following expenses will be paid by each of the Sections separately, and the related duties and obligations will be borne by each Section:

- (a) repair and maintenance of any mechanical system, building, foundation, structural elements, building envelope elements, windows, doors, decks or exterior features which relates to a structure containing one or more strata lots within a Section;
- (b) repair and maintenance of portions of a strata lot and the limited common property for the exclusive use of one or more strata lots within a Section;
- (c) payments for contracts, insurance policies and/or any other goods or services obtained solely in the name of the Section;
- (d) utility costs which relate only to a Section, if separately metered for that Section;
- (e) all expenses for common assets held in the name of a Section;
- (f) expenses related to the repair of a strata lot, but the duty to repair and maintain is subject to any alteration agreement in place, and is otherwise restricted to:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows, skylights on the exterior of a building or that front on common property; and,
 - (v) fences, railings and other similar structures that enclose patios, balconies and yards.
- (g) without limiting the generality of the foregoing, any other expenses that benefit only one Section.

(14) Expenses that relate solely to the strata lots in a Section are shared by the owners of the strata lots in that Section. For greater certainty, each strata lot's share of a contribution to the operating fund, contingency reserve fund and special levies for a Section are allocated as follows:

Unit Entitlement of Strata Lot

X Total Contribution

Total Unit Entitlement of all Strata Lots in Section

(15) Repair, maintenance, remediation or removal expenses for alterations which an owner has made within a Section shall be borne by the owner benefitting from the alteration, or failing payment by that owner, by the Section.

(16) Each Section may create bylaws and enforce those bylaws that solely relate to that Section.

(17) The Executive of each Section may make rules governing the use, safety and condition of:

- (a) land and other property acquired in the past or in the future under Section 194(2)(e) of the Act;
- (b) common property appurtenant to any building containing one or more strata lots which are part of that Section; and,
- (c) limited common property designated for the exclusive use of all of the strata lots in the Section.

(18) If a judgment against the Strata Corporation relates solely to a Section, the judgment binds and is payable only by the owners of the strata lots in that Section and each strata lot's share of the judgment is calculated on the same basis as a contribution to the operating fund of that Section.

Collection of Strata Fees

2 (1) Each of the Townhouse and Apartment Section is entitled to establish their own operating fund and contingency reserve fund for the common expenses of the Section, including expenses relating to the limited common property designated for the exclusive use of all of the strata lots in all such Sections.

(2) The Executive of each Section will prepare an annual budget of Section expenses which is to be included as part of the annual budget prepared by the Strata Corporation for approval at annual general meetings. The strata fees payable by the owners in each Section will include the fees owing to the Strata Corporation and the fees owing to the owner's Section.

- (3) Upon receipt each month of strata fees from the owners, the Strata Corporation will deposit into separate accounts that portion of such fees which is applicable to the operating fund of the Strata Corporation, the contingency reserve fund of the Strata Corporation, the operating fund of each Section and the contingency reserve fund of each Section.
- (4) Only authorized signatories for a particular Section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for that Section.
- (5) A special levy approved by a Section shall be payable by the owners in that Section to "Section [*insert*], The Owners, Strata Plan No. LMS1660" and payment as aforesaid shall be provided to the Executive of that Section
- (6) If a Special levy approved by a Section is made payable by an owner to the Strata Corporation, then the Strata Corporation will deposit such monies into the contingency reserve fund of the Section or into the account requested by the Section.
- (7) Upon request of a Section Executive, the Strata Corporation will take the necessary steps to register a lien against an owner's strata lot if the owner's contribution to the Section's common expenses or special levy is in default and the Section has sent a letter to the owner demanding payment at least 20 days prior to the request.
- (8) If a Section provides notice to the Strata Corporation that an owner owes money to the Section, the Strata Corporation will not issue a Certificate of Payment with respect to that strata lot. The Section Executive is responsible to forthwith advise the Strata Council when a defaulting owner within the Section has paid the amount owing or has made satisfactory arrangements to pay the amount owing.

Division 2 – Duties of Owners, Tenants, Occupants and Visitors

Payment of Strata Fees

- 3 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) If an owner fails to pay strata fees or special levies at the required time the Strata Corporation or a Section, as applicable, may charge interest on the late payment at the rate of 10% per annum, compounded annually and calculated daily commencing on the day after the payment was due and continuing until the amount owing is paid.
- (3) In addition to interest and subject to compliance with section 135 of the Act, the Strata Corporation or a Section may levy a fine of up to \$200.00 for each month that the strata fees and/or the special levy remain unpaid.

(4) All banking charges incurred by the Strata Corporation or a Section as a result of a cheque being dishonoured by the owner's financial institution will be charged back to the owner and in addition, the Strata Corporation may levy a fine.

(5) If the Strata Corporation or a Section incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the Strata Corporation or the Section for the full amount of the costs incurred by the Strata Corporation and the Section.

(6) Prior to February 1st of the fiscal year, an owner must either provide twelve (12) post dated cheques, each in the amount of the monthly strata fees for his or her strata lot for the relevant fiscal year payable to the Strata Corporation or the Section, as applicable.

(7) This bylaw shall also apply to the collection of strata fees or special levies owing to a Section.

Use of Property – General

4 (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 or disturbances;
- (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, immoral, or injurious to the reputation of the Strata Corporation or a Section; 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.

(2) An owner, tenant or occupant shall exclusively use their strata lot as a private dwelling for one family, which may include a live-in housekeeper or nurse.

(3) Each strata lot shall be occupied only as a single family residence and shall be restricted to 2 permanent occupants in a one bedroom or studio unit and 4 permanent occupants in a 2 bedroom suite.

(4) **Restrictions on Commercial Use** – An owner, tenant or occupant shall not use his or her strata lot for a business purpose without first obtaining written permission from the applicable Section Executive and providing the Section Executive with a valid copy of a business license. The Section Executive may refuse to approve a business which is likely to cause a nuisance to other occupants, create a parking concern or increase the strata insurance premiums.

(5) An owner or tenant must indemnify and save harmless the Strata Corporation and each Section from the expense of any maintenance, repair or replacement rendered necessary to the common property, any limited common property or to any strata lot

resulting from the owner's or tenant's willful act or negligence or by that of any member of the owner's family or guests, servants, agents or tenants, but only to the extent that such expense is not recovered from the proceeds on insurance carried by the Strata Corporation.

(6) 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 Section must repair and maintain under these bylaws or insure under Section 149 of the *Strata Property Act*.

(7) An owner or tenant is responsible for the actions of their occupants, agents, employees, invitees and guests and must ensure that they comply with the bylaws and rules.

Use of Property - Pets & General

5 (1) An owner, tenant, occupant or visitor must not keep any pets on a strata lot, common property or limited common property or on land that is a common asset except in accordance with these bylaws.

(2) An owner, tenant or occupant is permitted one pet at any one time provided that the pet is first approved in writing by the Strata Council and such approval may be granted with conditions in the discretion of the Strata Council.

(3) The Strata Council must approve a pet that is qualified under the *Guide Animal Act* or a pet required for living assistance purposes based on satisfactory medical or other evidence.

(4) Aggressive dogs are not permitted on the common property, including the limited common property or in a strata lot.

(5) An owner, tenant or occupant must not harbour exotic pets, including but not limited to, snakes, reptiles, spiders or large members of the cat family.

(6) The approval for a permitted pet is subject to the following conditions:

(a) An owner, tenant, occupant or visitor must ensure that all dogs are leashed or otherwise secured when on the common property or on land that is a common asset.

(b) The owner is responsible for the immediate clean-up of any pet excrement that occurs on common property.

(c) A pet shall not cause a nuisance to any person or unreasonably disturb any other owner, tenant or occupant as a result of excessive barking, howling or other similar type of activity.

(d) Prior to entering an occupied elevator in the Apartment Section, a dog owner must ensure that the elevator passengers are comfortable being in an elevator with their dog. If a passenger indicates they would rather not ride the elevator with a dog, the dog owner must wait for another elevator;

- (e) All pets must be carried while on the common areas of the apartment building located in the Apartment Section, unless exempted in writing from the application of this bylaw by the Strata Council; and,
 - (f) An owner or tenant must notify the Strata Council of any new pets or any change in status of his or her pet.
- (7) Any pet found loose on common property shall be delivered to the municipal pound and the owner shall be responsible for any related costs on a full indemnity basis.
- (8) If the Strata Council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the *Strata Property Act*. At the end of the hearing, the council may take no action, fine the owner, require the owner to pay the costs of remedying the contravention, or order the permanent removal of the pet from the strata lot, common property and limited common property, in which case the pet must be removed either immediately or within such other time frame stipulated by the Strata Council. The owner of the pet will have the right to a hearing before the council, if requested, and will be advised of any decision of the Strata Council in writing.
- (9) In addition to levying fines for contraventions of these bylaws, the Strata Corporation or the Section, as the case may be, may bring legal proceedings claiming an injunction and the owner or tenant responsible for the pet will be responsible for all costs and expenses incurred by the Strata Corporation or a Section, as the case may, to obtain the injunction, including legal costs on a full indemnity basis.
- (10) A strata lot owner or tenant is responsible for all actions by an approved pet, regardless of whether the owner or tenant had knowledge, notice or forewarning of the likelihood of such action.
- (11) Owners, tenants and occupants are not permitted to feed birds, rodents, or other wild animals from a strata lot or common property, including limited common property. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or limited common property.

General Use Bylaws

- 6 (1) Prohibitions on Use of Property: An owner, tenant, occupant or visitor shall not:
- (a) use the strata lot for any purpose which involves or encourages undue traffic, noise or loitering;
 - (b) operate a charcoal burning barbecue;
 - (c) use a barbecue, hibachi or other similar type of cooking device, unless such device is powered by propane, natural gas or electricity, operated on a balcony or patio and kept a safe distance from the building at all times to avoid damage;
 - (d) place a waterbed in any strata lot;
 - (e) place a live Christmas tree in a strata lot, common property or limited common property;
 - (f) use the limited common property for storage;

- (g) install hot tubs, outdoor storage units or other similar items on decks, patios, balconies or any limited common property;
- (h) store combustible, flammable or other offensive material, including propane tanks on his or her strata lot or in the storage lockers, except for a reasonable supply of fuel for outdoor barbecues and same must be stored in a well ventilated and safe area;
- (i) operate a dishwasher, washing machine, dryer, vacuum cleaner or any other appliance, which, in the opinion of the Strata Council, might cause a nuisance to any other owner or occupant outside the hours of 7:00 a.m. to 10 p.m.;
- (j) place or install an air conditioning unit, radio or television antenna, satellite dish or any other similar item on the exterior of a building, on a balcony or on the limited common property without the prior written consent of the Strata Council;
- (k) do anything on his strata lot or the common property, including limited common property, which increases the risk of fire, or the rate of fire insurance premiums or any other insurance premiums;
- (l) make, cause or produce undue noise, smell, vibration, or glare in or about any strata lot or common property, including limited common property, or do anything which will interfere unreasonably with any other owner, tenant or occupant;
- (m) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or the common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
- (n) place or affix on the surface of any deck, patio or balcony any item that has not been approved by the building envelope professional for the Strata Corporation or the Section, excluding free-standing, self-contained planter boxes with saucers, barbecues, summer furniture and accessories;
- (o) hang or display any laundry, washing, clothing, bedding or other articles from windows, patios or other parts of the building so that they are visible from the outside of the building.
- (p) smoke on the common property or in any common area hallway, parking garage, storage area or elevator;
- (q) obstruct or use the sidewalks, passages, common halls, stairways and lobbies for any purpose other than ingress or egress to and from a building and the strata lots;
- (r) ride any mechanical device, excluding approved mechanical devices used by a disabled person, on common property, including hallways, sidewalks, pathways, underground parking areas and other common property areas; and,
- (s) cause a nuisance or annoyance to the occupants of any of the strata lots as a result of starting or running a noisy engine or other device between the quiet hours of 7:00 a.m. and 10:00 p.m..

- (2) An owner, tenant, occupant or visitor that leaves an item on the common property, does so at his or her own risk, subject to any claim that may properly be made by a named insurer under an insurance policy maintained by the Strata Corporation or the Section.
- (3) No signs, billboard, placards, advertising or notices of any kind shall be posted on the exterior of the building, on the common property or in a window that is visible from the exterior of the strata lot, except "For Sale" signs and council or Executive notices which may only be located as allocated by the council. This bylaw shall be interpreted in a manner consistent with elections legislation.
- (4) The Strata Corporation is responsible to ensure that:
 - (a) a smoke detector is located within the strata lot;
 - (b) the smoke detector is functioning at all times;
 - (c) the smoke detector has an audible alarm; and,
 - (d) the smoke detector is tested annually and replaced on the earlier of every ten (10) years or the expiry of its service life.
- (5) **Apartment Section Security:** An Apartment Section owner, tenant or occupant shall:
 - (a) not leave any outside entrance or fire escape open or unlocked, unless they are in constant supervision of that entrance;
 - (b) not permit access to peddlers, solicitors or salespeople for the purpose of door-to-door commercial solicitation;
 - (c) not permit solicitation except as required by the *Election Act* (Canada) and similar provincial legislation;
 - (d) not give access cards, entrance codes or other means of access to the common areas to any person, other than an employee, contractor, occupant or guest to the strata lot;
 - (e) not leave a garage door opener in any vehicles and if an owner loses the garage door opener for any reason, then he or she will pay any costs associated incurred by the Apartment Section to replace same and change the security code;
 - (f) stop and wait for the gate to the underground parking garage to close before driving away from the gate;
 - (g) not let another person into the building when entering themselves;
 - (h) not access the restricted common areas of the Apartment Building including the roof, boiler room, electrical room, mechanical rooms and locker rooms other than their own unless permission is granted by the Section Executive or the building administrator; and,
 - (i) must ensure that their guests comply with these bylaws.
- (6) **Access Keys to the Apartment Section:** Access keys shall be provided to each registered occupant of a strata lot to a maximum of 2 keys. Additional keys or replacement keys shall be issued for \$10.00 per key.

- (7) An owner, tenant or occupant must:
 - (a) do everything possible to ensure that access keys are not lost or stolen; and,
 - (b) immediately report the loss or theft of any keys to the building Administrator as soon as practically possible so that missing keys can be cancelled from the access system's memory.

Apartment Section Open Houses:

- (8) An Apartment Section owner selling his or her strata lot must not hold or permit to be held any public open house, except in the manner prescribed by the Apartment Section Executive. One open house for agents will be permitted per listing.

Reasonable Accommodation

- (9) Upon receipt of satisfactory evidence, the Strata Council or Section Executive may exempt an owner, tenant or occupant from the application of these bylaws, including bylaw restrictions or prohibitions and approve any other reasonable accommodation, subject to owner approval where required, to achieve compliance with the *Human Rights Code*.

Parking

- 7 (1) The Strata Council or the Section Executive may assign additional parking spaces subject to availability on a renewable one year term.
- (2) All vehicles, including but not limited to cars, trucks, recreational vehicles, trailers, boats and other similar type of vehicles shall be properly licensed and insured for travel on public roads or insured for storage.
- (3) An owner, tenant, occupant or visitor must obtain the prior written approval of the Strata Corporation before bringing onto or parking on the common property or limited common property, a recreational vehicle, recreational trailer, motor vessel, commercial vehicle or any other vehicle exceeding 2,268 kilograms (approximately 5,000 lbs) in gross weight.
- (4) An owner, tenant or occupant storing a vehicle must provide proof of insurance to the Strata Corporation on the commencement date of the storage.
- (5) An owner, tenant, occupant or visitor must not park or store any vehicle that drips oil or gasoline and if a vehicle drips oil, gasoline or other automotive residue, then the owner or tenant must remove same forthwith at his or her expense.
- (6) An owner, tenant, occupant or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.

- (7) Vehicles parked in a marked handicap parking spot or blocking the marked handicap spot which do not display the proper handicap decal will be towed immediately without notice at the expense of the owner.
- (8) Parking on interior roadways or driveways is prohibited. Any vehicle found parked in a prohibited area will be removed immediately without notice at the expense of the owner.
- (9) No vehicles shall be parked in a manner which reduces the width of the garage, roadway, neighbor's parking spaces, stairwells and/or walkways. Vehicles found parked in this manner will be removed immediately without notice at the expense of the owner.
- (10) Fire lanes must not be obstructed at any time. Vehicles found parked in this manner shall be removed at the vehicle owner's expense without notice.
- (11) Parking spaces are not to be used for storage of any kind. The Strata Corporation will remove any items stored in an owner's parking stall and any costs incurred in doing so shall be assessed against the owner's strata account.
- (12) An owner, tenant, occupant or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune-ups or mechanical repairs.
- (13) An owner, tenant, occupant or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 5 km/hour.
- (14) The Apartment Section and Townhouse Section shall jointly control and administer the areas which are available for use by visitors and invitees of owners, tenants and occupants of the Apartment and Townhouse Strata Lots. The Apartment and Townhouse Sections shall jointly make such rules for the use of any parking spaces as the Section Executives may deem necessary from time to time.
- (15) An owner, tenant, occupant or visitor shall:
 - (a) only park in the parking space specifically assigned to his or her strata lot;
 - (b) only park one vehicle per parking stall or two motorcycles per parking stall or one small car and one motorcycle per parking stall in addition to permitted bicycles;
 - (c) only park vehicles in the parking garage in the appropriate parking stall;
 - (d) not rent parking spaces assigned to a strata lot to non-residents; and,
 - (e) not park motor homes, trailers, boats or equipment of any kind on common property without the prior written consent of the Strata Council or the applicable Section Executive.

Parking – Apartment Section & Townhouse Section

(16) The rental of additional common property parking spaces shall be approved by the Strata Council on an annual basis at a cost of \$25.00 per month, subject to availability.

Visitor Parking

(17) Visitor parking is an asset to the complex and these bylaws ensure that visitor parking is available to those persons who need it. Violators will be subject to removal by a towing company authorized by the Strata Council or the Section Executive without warning and all costs associated with such removal shall be charged to the responsible owner of the strata lot.

(18) Visitor parking is not for residential parking at any time with or without a visitor's parking permit. The definition of a resident for this bylaw is an occupant that lives either full time or part time at Kingsbrook that may or may not use Kingsbrook as a mailing address.

(19) Visitor parking stalls are intended to be for the exclusive use of persons who are visiting a resident at Kingsbrook or by trades people who are providing a service to the building or a strata lot in the building. Any other use contravenes this bylaw.

(20) Parking in the designated visitor parking stalls shall be on a first-come, first-served basis.

(21) Vehicles parked in handicap visitor stalls must display a proper handicap decal.

Visitor Parking Permits

(22) Visitor parking permits issued by the Strata Corporation or a Section Executive must be placed on the dashboard of the visiting vehicle with the pass number visible or they may be subject to towing at the responsible owner's sole expense.

(23) A maximum of one visitor parking permit will be issued to each strata lot. Parking permits are the property of the Strata Corporation. If a resident has more than one (1) visitor, then an additional temporary pass may be obtained from the Strata Council.

(24) Under no circumstances may a vehicle be parked overnight for more than one (1) night without an extended visitor's parking pass. Furthermore, no vehicle may make use of visitor parking for more than three (3) days per month per vehicle without an extended parking pass.

(25) Lost or stolen tags must be reported immediately to the Strata Council or Management Company and a charge as determined by the Strata Council will be levied for a replacement of the lost or stolen parking permit. Lost or stolen permits will be voided from the system and the new permits will be activated.

(26) Visitors shall not park a motor home, trailer, tractor, boat or equipment of any kind in a visitor's parking stall without the prior written consent of the Strata Council or the Section Executive.

(27) If continuous visitor parking is required, an extended visitor's parking pass must be obtained from the Strata Council. Under no circumstances may a vehicle be parked or make use of visitor parking for more than one (1) night without an extended visitor parking permit being displayed.

Extended Visitor Parking Passes

(28) An extended visitor's parking pass may be obtained from the Strata Council member in charge of allocating the passes. Extended visitor's parking passes are provided at the discretion of Strata Council. The strata lot's parking permit must be displayed in addition to the extended parking permit at all times.

(29) Residents who abuse their visitor's parking privileges will have these privileges revoked for a period of 30 days on the first offence and for 60 days on the second and each subsequent offence.

(30) Residents who allow friends or relatives to regularly park vehicles for daily work in the area or for any other prohibited purpose will lose their visitor parking privileges. These arrangements do not fall under the "Visitor" category for parking in the building.

Towing

(31) Unless otherwise provided in these bylaws, the strata council shall provide written notice of any violation of this bylaw to the owner or tenant and if the infraction is not corrected within twenty-four (24) hours from the date of delivery of such notice, the strata council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw.

(32) Written notice of a further contravention of this bylaw is not required prior to towing in the event of a second or subsequent infraction of this bylaw.

(33) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.

(34) An owner, tenant, occupant or visitor's vehicle parked in violation of this bylaw will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

Parking – Bicycle Parking in the Apartment Section

(35) Bicycles are not permitted to be ridden in hallways or any other common areas inside an apartment building, including the underground parking garage. All bikes must

enter and exit through the parking garage. Only 4 bicycles in good repair are permitted to be kept in any one parking stall located in the underground parking garage.

(36) Roller blades and in-line skates shall not be used anywhere on the common property inside the Apartment Section building, including hallways, elevator and the underground parking garage.

(37) No bicycles shall be kept on the patio or balconies of the Apartment Section strata lots.

(38) Bicycles shall only be kept in those common areas in the Apartment Section designated for bicycle storage.

Storage

(39) Loss or damage to all property in a building or in any storeroom provided for that purpose shall be at the sole risk of the owner of that property, including vehicle contents.

(40) No hazardous, flammable, explosive, combustible or offensive material and the like shall be used or stored in any strata lot or storage locker, including cut natural Christmas trees, non-fire proof decorations, propane tanks, charcoal burning barbeques, paint, oily rag or other similar type materials.

(41) Any costs incurred by the Strata Corporation to remove any items used or stored in contravention of these bylaws will be charged to the responsible owner.

Inform Strata Corporation

8 (1) Within two 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. The owner may inform the Strata Corporation of an emergency contact number, vehicle license plate number, phone number and email address outside the Strata Plan, if any.

(2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name. The tenant may inform the Strata Corporation of an emergency contact number, vehicle license plate number, phone number and email address outside the Strata Plan, if any.

(3) The Strata Corporation must promptly make the information referred to in subsections (1) and (2) available upon request by the Section of which the strata lot in question is a part.

Alterations to Strata Lot, Limited Common Property and/or Common Property

- 9 (1) An owner must obtain the written approval of the Strata Council or the Section Executive, as the case may be, which approval shall not unreasonably be withheld, before making an alteration to a strata lot, common property, limited common property or a common asset that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) the exterior appearance of a strata lot or a building, including, but not limited to the painting of exterior parts of a strata lot, building or the attachment of lattice, sunscreens or greenhouses;
 - (d) chimneys, stairs, balconies, patios or other things attached to the exterior of a building;
 - (e) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows or skylights) on the exterior of a building, or that front on the common property or the installation of any security devices to doors, windows or skylights;
 - (f) window trims, foils, shades, awnings, window or balcony guards or screens;
 - (g) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (h) common property located within the boundaries of a strata lot;
 - (i) those parts of the strata lot which the Strata Corporation must insure under Section 149 of the *Strata Property Act*;
 - (j) any change in the floor covering to a material that may increase the transmission of normal household noise to other strata lots;
 - (k) installation of antennas, satellite dishes, supplementary hearing systems or air conditioning devices; or,
 - (l) alterations to wiring, plumbing, piping, heating, air-conditioning, ventilators and other services.

Apartment Section Flooring Change

(2) Except for the replacement of wall to wall carpeting with wall to wall carpeting of substantially the same or higher quality when compared to the carpet removed, the prior written approval of the Apartment Section Executive must be obtained prior to the installation of any other flooring material and permission may be granted with conditions designed to minimize noise transmission.

(3) An alteration to install a hard floor surface in a strata lot in the Apartment Section such as ceramic tile and hard wood type flooring requires the prior written permission of the Apartment Section Executive and permission will be subject to the following specifications and conditions:

- (a) only floating floor systems shall be permitted for hard wood-type floors;
- (b) the owner shall agree as a condition of approval to remove all debris, old carpet, boards, drywall and other similar types of material from the complex and shall not place any debris in the dumpster or the recycling bins;

- (c) the owner shall be responsible to clean the hallways, stairwells and elevator of any dust, dirt, debris or other similar material at the end of each working day during the removal or installation of the flooring;
- (d) the owner shall be responsible for the security of the building during the removal or installation of the flooring;
- (e) the owner shall book the elevator key in advance to transport any flooring material to or from the strata lot;
- (f) before installing the flooring, the owner must satisfy the Section Executive that the underlay matting (sound deadening material) used under the hard wood floor is at least 5 points above industry standard for condominium use and that it is at least 6 millimeters thick and possesses a STC (sound transmission class) rating of >61 and the IIC (impact insulation class) must be >50;
- (g) the owner shall submit proof of purchase and the STC and IIC rating for the above underlay materials upon request by the Section Executive;
- (h) the owner shall agree that if the Section Executive receives noise complaints against owners with hardwood or tile floor surfaces, that the owner with the hardwood or tile floor surface will place runners/rugs over 60% of the hardwood or tile floor surfaces to reduce noise transmission, excepting only kitchens and bathrooms;
- (i) the owner shall obtain their own insurance coverage for any betterment; and,
- (j) any other conditions in the opinion of the Apartment Section Executive.

(4) An owner seeking approval of an alteration must provide the Strata Council or the Section Executive with a comprehensive written application including a detailed description of the proposed alteration, detailed plans, applicable permits, licences and approvals from the appropriate governmental authorities, an engineering report or such other documentation as may be reasonably required by the Strata Council or the Section Executive.

Conditions

- 10** (1) The Strata Council or the Section Executive, as the case may be, may impose on an owner one or more of the following conditions which must be met before final approval of an alteration may be granted pursuant to Bylaw 10(2):
- (a) perform the work or cause the work to be performed at the owner's sole cost;
 - (b) ensure that the work is performed:
 - (i) in a good and workmanlike fashion;
 - (ii) by qualified and licensed contractors or subcontractors;
 - (iii) in substantial compliance with the design drawings and plans approved by the Strata Council, the Section Executive or their authorized representatives;
 - (iv) to a standard of work and materials not less than that of the existing structures or alterations; and,
 - (v) in accordance with all applicable laws, statutes and bylaws.

- (c) produce a copy of a valid licence, permit or other required approval from the appropriate governmental authority to the Strata Council or the Section Executive prior to the commencement of the work, if required by the authority having jurisdiction;
- (d) employ at the owner's sole cost a qualified building envelope professional, architect or engineer, if required in the sole discretion of the Strata Council or the Section Executive, to prepare specifications and provide inspection services for the work;
- (e) rectify deficiencies to the work in a timely fashion and to the satisfaction of the Strata Council, failing which the Strata Corporation may perform the work and collect the costs of same from the Owner, including costs as between a solicitor and his or her own client;
- (f) observe any repair and maintenance schedule or policy imposed by the Strata Corporation from time to time for the work;
- (g) indemnify the Strata Corporation, the Section and its council or executive members, authorized agents and employees and save them harmless:
 - (i) from and against any and all costs, expenses, claims or liability arising out of, related to or associated with the alteration and/or the work, including legal costs as between a solicitor and his or her own client;
 - (ii) from and against any damages to the strata lot, limited common property or common property arising out of or related to defects in the design and construction of the alteration or the failure to adequately repair and maintain the Alteration, including legal costs as between a solicitor and his or her own client; and,
 - (iii) from and against other claims in the discretion of the Strata Council.
- (h) execute an Alteration & Indemnity Agreement in a form satisfactory to the Strata Corporation;
- (i) obtain and maintain appropriate insurance for the alteration, including up to \$1,000,000.00 in liability insurance or such other amount as may be appropriate;
- (j) assume responsibility for all present and future expenses related to the alteration, including, without limiting the generality of the foregoing, insurance, increases in insurance premiums, repair, maintenance and replacement costs and any damage suffered or cost incurred by the Strata Corporation or a Section, as the case may be, as a result, directly or indirectly, of the alteration to common property, limited common property or common assets;
- (k) agree to inform a subsequent purchaser of the strata lot of the terms of the Alteration & Indemnity Agreement and to make it a condition of any Contract of Purchase and Sale that the subsequent purchaser agree in writing to be bound by the terms of the Alteration & Indemnity Agreement, failing which the alteration shall be removed and the property restored to its original condition as existed prior to the alteration at the new owner's expense;

- (l) provide the Strata Corporation with a written assurance upon completion of the alteration from a qualified professional certifying compliance with the design drawings and specifications, applicable building codes, municipal bylaws and other applicable laws;
- (m) provide the Strata Corporation with a written assurance upon completion of the alteration certifying that the Alteration complies with the terms of this bylaw and, where applicable, section 70(4) of the SPA dealing with changes in habitable area and section 71 of the SPA dealing with significant changes in the use or appearance of common property; and,
- (n) any other conditions reasonably required in the opinion of the Strata Council given the nature of the proposed alteration.

Final Approval

(2) Within one week after the completion of the alteration, the owner shall arrange for a member of the Strata Council to inspect the alteration and to provide final approval or alternatively to notify the owner in writing of the outstanding conditions required for final approval.

(3) An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be bound by these bylaws with respect to any future costs or expenses or damages suffered or costs incurred by the Strata Corporation or a Section as a result, directly or indirectly, of the alteration, and such costs or expenses must be borne by the owner who benefitted from the alteration. Further, subsequent owners must agree to assume responsibility for the alteration pursuant to the terms of this bylaw.

Alterations to a Strata Lot or Common Property Without Approval

11 (1) Any alteration to a strata lot or to common property that has not received the prior written approval of Strata Council as required by these bylaws must be removed at the owner's expense, if the Strata Council orders that the alteration be removed. An owner who receives approval 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 if such repair is required as a result of the alteration. An owner who receives approval may be required by the Strata Council to sign an Alteration & Indemnity Agreement.

(2) On the sale of a strata lot, owners must require subsequent owners to assume in writing all obligations and costs of the alterations. If the subsequent owner refuses to sign an Alteration & Indemnity Agreement with the Strata Corporation, the alteration may be removed by Strata Council or the Section and the cost of the removal will be charged to the new owner.

(3) An owner who wishes to remove an approved alteration or attachment must negotiate the terms of removal with the Strata Council or the Section.

- (4) An owner or tenant in contravention of these bylaws may be:
 - (a) subject to a stop work order from the Strata Corporation;
 - (b) subject to injunction proceedings brought by the Strata Corporation to enforce the stop work order and/or to obtain an order compelling the owner or tenant to restore the property to its original condition;
 - (c) required to pay:
 - (i) all restoration expenses required to restore the property to its original condition, including clean up and repair costs;
 - (ii) all legal costs incurred by the Strata Corporation to enforce this bylaw on a full indemnity basis; and,
 - (iii) fines in the discretion of the Strata Council for each contravention or a continuing contravention.

Permit Entry to Strata Lot

- 12 (1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation or the Section to enter the 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:
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation or the Section to repair and maintain under these bylaws or insure under Section 149 of the Strata Property Act; or
 - (ii) to ensure compliance with the Act or these bylaws.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) An owner or tenant who improperly fails or refuses to provide access contrary to this bylaw shall be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the failure to allow an authorized person access. The Strata Corporation may commence court proceedings to compel access to the strata lot and the unit owner or tenant who unlawfully refused access shall not only be responsible for damages, but also for the legal costs of the Strata Corporation as between a solicitor and his own client.
- (4) If access to the strata lot is required on an emergency basis for the protection of the common property or other strata lots, or the safety of persons in the building and a member of the Strata Council or the Section Executive, as the case may be, cannot contact the owner, tenant or their emergency contact person, if one is provided, then access may be gained by force and any related expenses shall be charged back to the owner of the strata lot.

Division 3 – Repair and Maintenance

Repair and Maintenance of Property

- 13 (1) The Apartment Section must repair and maintain all the following no matter how often the repair or maintenance ordinarily occurs:
- (a) the structure, foundation, exterior, roof and building envelope of the apartment building containing the Apartment Strata Lots;
 - (b) common property appurtenant to the Apartment Style Strata Lots, including but not limited to, sidewalks, intercom, intercom system, parking ramp, parking garage, workshop, mechanical room, electrical room, common hallways, stairways, lobby, elevator, elevator machine room, recreation room, service facilities, dryer ducts, and other similar types of common property located in the apartment building;
 - (c) common property heating cables, wires, chutes, ducts, dryer ducts and other service facilities within the Apartment Style Strata Lots;
 - (d) common property lighting, including exterior lighting for the Apartment Section located on a separate meter for the benefit of the Apartment Section;
 - (e) limited common property within the Apartment Section, 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;
 - (ii) the following, no matter how often repair or maintenance ordinary occurs:
 - A. the structure of a building;
 - B. the exterior of a building;
 - C. patios, chimneys, stairs, balconies and other things attached to the exterior of the apartment building, except for ordinary cleaning which shall be the responsibility of the owner;
 - D. windows, doors and skylights on the exterior of the apartment building, excluding replacement of the sealed thermal unit, which is the responsibility of the owner; and,
 - E. fences, railings and similar structures that enclose patios, balconies and yards;
 - (f) a strata lot within the Apartment Section, 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;
 - (ii) the following, no matter how often repair or maintenance ordinary occurs:
 - A. the structure of a building;
 - B. the exterior of a building;
 - C. patios, chimneys, stairs, balconies and other things attached to the exterior of a building, except for ordinary cleaning which shall be the responsibility of the owner;

- D. windows, doors and skylights on the exterior of the apartment building of an Apartment Style Strata Lot, excluding replacement of the sealed thermal unit, which is the responsibility of the owner;
- E. fences, railings and similar structures that enclose patios, balconies and yards; and,
- F. dryer ducts.

(2) The Townhouse Section must repair and maintain all the following no matter how often the repair or maintenance ordinarily occurs:

- (a) the structure, foundation, exterior, roof and building envelope of each building containing the Townhouse Style Strata Lots;
- (b) common property appurtenant to Townhouse Style Strata Lots, including but not limited to, sidewalks, service facilities and other similar types of common property located in the townhouse buildings;
- (c) common property heating cables, wires, chutes, ducts, dryer ducts and other service facilities within the Townhouse Style Strata Lots;
- (d) common property lighting, including exterior lighting for the Townhouse Section located on a separate meter for the benefit of the Townhouse Section;
- (e) limited common property within the Townhouse Section, 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;
 - (ii) the following, no matter how often repair or maintenance ordinary occurs:
 - A. the structure of a building;
 - B. the exterior of a building;
 - C. patios, chimneys, stairs, balconies and other things attached to the exterior of the Townhouse building;
 - D. windows, doors and skylights on the exterior of the Townhouse building, excluding regular window cleaning and replacement of the sealed thermal unit which shall be the responsibility of the owner; and,
 - E. fences, railings and similar structures that enclose patios, balconies and yards, excluding regular cleaning which shall be the responsibility of the owner;
- (f) a strata lot within the Townhouse Section, 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;
 - (ii) the following, no matter how often repair or maintenance ordinary occurs:
 - A. the structure of a building;
 - B. the exterior of a building;

- C. patios, chimneys, stairs, balconies and other things attached to the exterior of a building, except for ordinary cleaning which shall be the responsibility of the owner;
- D. windows, doors and skylights on the exterior of the Townhouse building of an Townhouse Style Strata Lot, except for ordinary cleaning and replacement of the sealed thermal unit which shall be the responsibility of the owner; and,
- E. fences, railings and similar structures that enclose patios, balconies and yards, except for ordinary cleaning which shall be the responsibility of the owner.

Repair and Maintenance of Property by Owner

14 (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 or the Section of which that owner's strata lot forms a part under these bylaws.

(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 or the Section of which that owner's strata lot is a part under these bylaws.

(3) An owner must promptly carry out all work that may be ordered by any competent public or local authority in respect of his strata lot other than work for the benefit of the building generally, and pay all rates, taxes, charges, out-goings and assessments that may be payable in respect of his strata lot.

(4) An owner shall repair, maintain and replace any additions or alterations made to his or her strata lot, the common property or the limited common property.

(5) An owner shall be responsible to replace the sealed thermal unit in the windows of his or her strata lot.

Repair and Maintenance of Property by Strata Corporation

- 15 (1) The Strata Corporation must repair and maintain all of the following:
- (a) common assets of the Strata Corporation;
 - (b) common property that has not been designated as limited common property, and which is not the responsibility of a Section or an owner pursuant to an alteration or easement agreement;
 - (c) limited common property which is not the responsibility of a Section, but the duty to repair and maintain it is restricted to the following:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and,
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of building;

- (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
- (D) doors, windows and skylights on the exterior of a building or that front on common property;
- (E) fences, railings and similar structures that enclose patios, balconies or yards.

Division 4 – Council

Council Size and Membership

- 16 (1) The Strata Council must have at least three and not more than seven members.
- (2) A spouse of an owner may be elected to the Strata Council. Only one person per strata lot is permitted to be on the Strata Council. For purposes of this section, “spouse of an owner” includes an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage or a marriage-like relationship, including a marriage-like relationship between persons of the same gender.
- (3) An owner will not be entitled to be elected to Strata 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 *Strata Property Act*.

Council Members’ Terms

- 17 (1) The term of office of a Strata Council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as Council Member is ending is eligible for reelection.

Removing Council Member

- 18 (1) The Strata Corporation may, by a resolution passed by a $\frac{3}{4}$ vote at a special general meeting, remove for cause one or more council members.
- (2) After removing a Strata Council member, the Strata Corporation must hold an election at the same special general meeting to replace the council member for the remainder of the term.

Replacing Council Member

- 19 (1) If a Strata Council member resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement Strata Council member may be appointed from any person eligible to sit on the council.

(3) The Strata Council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4) If all the members of the Strata Council resign or are unwilling or unable to act for a period of two or more months, persons holding at least 20% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the *Strata Property Act*, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

20 (1) At the first meeting of the Strata Council held after the annual general meeting of the Strata Corporation, at which the council is elected, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(2) A person may hold more than one office at a time, other than the offices of president and vice president.

(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.

(4) If an officer other than the president is unwilling or unable to act for a period of two or more months, the Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling Council Meetings

21 (1) Any Strata 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.

(2) The notice does not have to be in writing.

(3) A Strata 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.

(4) The Strata Council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of Council Hearing

- 22 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a Strata Council meeting.
- (2) If a hearing is requested under subsection (1), the Strata Council must hold a meeting to hear the applicant within four weeks of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of Council

- 23 (1) A quorum of the Strata Council is
- (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members,
 - (c) 3, if the council consists of 5 or 6 members, and,
 - (d) 4, if the council consists of 7 members.
- (2) Strata Council members must be present in person at the council meeting to be counted in establishing quorum.

Council Meetings

- 24 (1) At the option of the council, Strata Council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a Strata Council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend Strata Council meetings as observers unless the council resolves by majority vote to the contrary.
- (4) Despite subsection (3), no observers may attend those portions of Strata Council meetings that deal with any of the following:
- (a) bylaw contravention hearings under Section 135 of the Act;
 - (b) rental prohibition bylaw exemption hearings under Section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at Council Meetings

- 25 (1) At Strata Council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a Strata Council meeting, the president may break the tie by casting a second, deciding vote.

- (3) The results of all votes at a Strata Council meeting must be recorded in the council meeting minutes.

Council to Inform Owners of Minutes

- 26 The Strata Council must inform owners of the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved by making the minutes available for viewing at the Strata Corporation's office and circulating same via email to those owners who consent in writing to this method of delivery or for those owners who do not consent to delivery via email, then by any other method of delivery set out in the Act.

Delegation of Council's Powers and Duties

- 27 (1) Subject to subsections (2) to (4), and to any restriction imposed or direction given at a general meeting, the Strata 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.
- (2) 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 subsection (3).
- (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.
- (4) 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 a recreational facility; or
 - (d) whether an Owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

Spending Restrictions

- 28 (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.
- (2) Despite subsection (1), a Strata 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.

(3) The maximum unapproved expenditure that may be made out of the operating fund in the same fiscal year is \$5,000.00.

(4) The Strata Corporation must inform the owners as soon as feasible about expenditures pursuant to bylaw 28(3) which exceed \$1,000.00.

Limitation on Liability of Council Member

29 (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 council.

(2) Subsection (1) does not affect a Strata Council member's liability, as an owner, for a judgment against the Strata Corporation.

(3) All acts done in good faith by the Strata Council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

(4) Each Strata Council member shall be indemnified and saved harmless by the Strata Corporation against any and all liability and costs, including legal costs as between a solicitor and his/her own client, for any acts or omissions while he or she was carrying out his or her duties as a member of the Strata Council.

(5) Notwithstanding subsection 29(4), there shall be no indemnity if a Strata Council member is adjudged guilty of wilful misconduct, fraud, theft or wrongful exercise of authority in the performance of his or her duties.

Division 5 – Executive of Sections

Executive Size and Membership

30 (1) The Executive of the Apartment Section and the Townhouse Section must have at least three and not more than five members.

(2) A spouse of an owner may be elected to a Section Executive. Only one person per strata lot is permitted to be on the Section Executive. For purposes of this section, "spouse of an owner" includes an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage or a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

(3) No person may stand for the Executive of a Section or appoint a representative to the Executive of a Section, or continue to be or have a representative on the Executive of a Section with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under the Strata Property Act.

Executive Member's Terms

- 31 (1) The term of office of a member of the Executive ends at the end of the annual general meeting at which the new Executive is elected.
- (2) A person whose term as member of the Executive is ending is eligible for reelection.

Removing Executive Member

- 32 (1) A Section may, by a resolution passed by a $\frac{3}{4}$ vote at a special general meeting of that Section, remove for cause, one or more members from the Executive.
- (2) After removing a member from the Executive, the Section must hold an election at the same special general meeting to replace the member for the remainder of the term of the member's appointment.

Replacing Executive Members

- 33 (1) If a member of the Executive resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the Executive may appoint a replacement member for the remainder of the term of that member's appointment or for the period during which that member is unwilling or unable to act.
- (2) A replacement member may be appointed from any person eligible to sit on the Executive.
- (3) The Executive may appoint a member under this Section even if the absence of the member being replaced leaves the Executive without a quorum.
- (4) If all the members of the Executive resign or are unwilling or unable to act for a period of two or more months, persons holding at least 20% of the votes in the applicable Section may hold a meeting to elect a new Executive by complying with the provisions of the Act, the regulations and these bylaws respecting the calling and holding of meetings.

Executive Officers

- 34 (1) At the first meeting of the Executive of a Section held after each annual general meeting of that Section, the Executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (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.

- (4) If an officer other than the president is unwilling or unable to act for a period of two or more months, the members of the Executive may appoint a replacement officer from among themselves for the remainder of the term.

Calling Executive Meetings

- 35 (1) Any member of the Executive may call an Executive meeting by giving the other Executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) An Executive meeting may be held on less than one week's notice if:
 - (a) all Executive members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all Executive members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The Executive must inform the members of the Section about an Executive meeting as soon as feasible after the meeting has been called.

Requisition of Executive Hearing

- 36 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an Executive meeting.
- (2) If a hearing is requested under subsection (1), the Executive must hold a meeting to hear the applicant within four weeks of the request.
- (3) If the purpose of the hearing is to seek a decision of the Executive, the Executive must give the applicant a written decision within one week of the hearing.

Quorum of Executive

- 37 (1) A quorum of the Executive is
 - (a) 1, if the Executive consists of one member,
 - (b) 2, if the Executive consists of 2 or 3 members, and,
 - (c) 3, if the Executive consists of 4 or 5 members.
- (2) Executive members must be present in person at the Executive meeting to be counted in establishing quorum.

Executive Meetings

- 38** (1) At the option of the Executive, Executive meetings may be held by electronic means, so long as all Executive members and other participants can communicate with each other.
- (2) If an Executive meeting is held by electronic means, Executive members are deemed to be present in person.
- (3) Owners may attend Executive meetings as observers unless the Executive resolves by majority vote to the contrary.
- (4) Despite subsection (3), no observers may attend those portions of Executive meetings that deal with any of the following
- (a) bylaw contravention hearings,
 - (b) rental restriction bylaw exemption hearings, or
 - (c) any other matter if the presence of observers would, in the Executive's opinion, unreasonably interfere with an individual's privacy.

Voting at Executive Meetings

- 39** (1) At Executive meetings, decisions must be made by a majority of Executive members present in person at the meeting.
- (2) If there is a tie vote at an Executive meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at an Executive meeting must be recorded in the Executive meeting minutes.

Executive to Inform Owners of Minutes

- 40** (1) The Executive must inform owners of the minutes of all Executive meetings within two weeks after the meeting, whether or not the minutes have been approved by making the minutes available for viewing at the Strata Corporation's office and circulating same via email to those owners who consent in writing to this method of delivery or for those owners who do not consent to delivery via email, then by any other method of delivery set out in the Act.

Delegation of Executive's Powers and Duties

- 41** (1) Subject to subsections (2) to (4), and to any restriction imposed or direction given at a general meeting, the Executive may delegate some or all of its powers and duties to one or more Executive members or persons who are not members of the Executive, and may revoke the delegation.
- (2) The Executive 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).
- (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.
- (4) The Executive 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.

Spending Restrictions

- 42** (1) A person may not spend a Section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), an Executive member may spend a Section's money to repair or replace limited common property which has been designated for the use of the Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) The maximum unapproved expenditure that may be made out of the operating fund of each Section in the same fiscal year is \$10,000.00.
- (4) The Strata Corporation must inform the owners as soon as feasible about expenditures pursuant to bylaw 42(3) which exceed \$2,000.00.

Limitation on Liability of Executive Member

- 43** (1) An Executive 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 Executive.
- (2) Subsection (1) does not affect an Executive member's liability, as an owner, for a judgment against the Strata Corporation.
- (3) All acts done in good faith by an Executive member are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the Executive, as valid as if the council member had been duly appointed or had duly continued in office.
- (4) Each Executive member shall be indemnified and saved harmless by the Section against any and all liability and costs, including legal costs as between a solicitor and

his/her own client, for any acts or omissions while he or she was carrying out his or her duties as a member of the Section Executive.

(5) Notwithstanding subsection 43(4), there shall be no indemnity if an Executive member is adjudged guilty of wilful misconduct, fraud, theft or wrongful exercise of authority in the performance of his or her duties.

Division 6 – Enforcement of Bylaws and Rules

Maximum Fine

- 44** (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,
 - (b) \$50 for each contravention of a rule.

Due Process & Continuing contraventions

- 45** (1) The Strata Council or the Section Executive must not impose a fine for a contravention of a bylaw or rule unless the Strata Corporation or the Section has received a complaint about the contravention and given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant.
- (2) If the person is a tenant, the Strata Corporation or the Section must give notice of the complaint to the person's landlord, to the owner, or to the owner's representative.
- (3) The Strata Corporation or the Section must promptly give notice in writing of a decision to the tenant or owner.
- (4) Once the requirements referred to in this section have been complied with, the Strata Council or the Section may impose a fine for a continuing contravention of that bylaw or rule without further compliance with this section.
- (5) Subject to compliance with subsection (1), the Strata Council or the Executive, in addition to any other rights or remedies that it has available under law, may levy a fine in its sole and absolute discretion in an amount not to exceed a maximum of \$200.00 for each contravention of a bylaw of the Strata Corporation and \$50.00 for each contravention of a rule.
- (6) A late payment penalty may be assessed against an owner who is in default of payment of his or her strata fees or special levies in the amount of \$50.00 for each and every month that payment remains in default.
- (7) Every Application, complaint or notice to the Strata Council or the Executive for its consent or consideration must be in writing and delivered to the Strata Council or the Section Executive in compliance with section 63(1) of the SPA. The Strata Council or

the Section Executive is not required to deal with a matter brought to its attention in any other manner, but it may in its discretion waive the infraction.

(8) 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

Quorum

46 (1) If within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case the meeting shall stand adjourned for a further ½ hour from the time appointed and, if within one-half hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

(2) Bylaw 46(1) does not apply to a meeting demanded pursuant to section 43 of the Act and for greater certainty, the failure to obtain a quorum for a meeting called pursuant to Section 43 shall have the effect of terminating the meeting.

Person to Chair Meeting

47 (1) Annual and special general meetings must be chaired by the president of the council.

(2) If the president of the Strata Council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(3) If neither the president nor the vice president of the Strata 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.

Participation by other than Eligible Voters

48 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

(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.

(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.

Voting

- 49** (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (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.
- (3) Each voting card shall have a number in bold print corresponding to the number of votes allocated to the strata lot for which the voting card relates.
- (4) Notwithstanding subsection 3, an owner may request more than one voting card provided that the number of votes represented by the total number of voting cards does not exceed the number of votes allocated to the strata lot.
- (5) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (6) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (7) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (8) Despite anything in this Section, an election of council must be held by secret ballot, if the secret ballot is requested by an eligible voter, and any other vote must be held by secret ballot if such method is approved by a majority vote.
- (9) 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 Strata Property Act.

Order of Business

- 50** (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) vote on any $\frac{3}{4}$ vote resolutions;

- (j) ratify any new rules made by the Strata Corporation under Section 125 of the Strata Property Act;
- (k) report on insurance coverage in accordance with Section 154 of the Strata Property Act, if the meeting is an annual general meeting;
- (l) approve the budget for the coming year in accordance with Section 103 of the Strata Property Act, if the meeting is an annual general meeting;
- (m) deal with new business, including any matters about which notice has been given under Section 45 of the Strata Property Act;
- (n) elect a council, at every second annual general meeting;
- (o) terminate the meeting.

Application to Annual and Special General Meetings of Sections & Electronic Attendance

- 51** (1) Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.
- (2) The provisions of this Division apply as appropriate to Annual and Special General Meetings of the Apartment and Townhouse Sections.

Division 8 – Common Expenses

Strata Corporation Fees

- 52** The contribution by an owner of a strata lot to the common expenses of the Strata Corporation shall be levied in accordance with these bylaws.

Section Fees

- 53** The contribution by any owner of a strata lot within a Section to the expenses common to that Section shall be levied in accordance with these bylaws.

Apportionment of Common Expenses

- 54** (1) Common expenses shall be apportioned among Sections and to individual strata lots in the following manner:
- (a) common expense that relate solely to a Section, or to areas designated as limited common property for a Section, or that relate to matters that are within the responsibility of a Section to repair and maintain, shall be allocated to that Section and shall be borne by the owners of the strata lots within that Section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots in that Section, subject to a unanimous resolution pursuant to Section 100 of the *Strata Property Act*,
 - (b) Common expenses not attributable to a Section shall be for the account of the Strata Corporation and shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit entitlement of their strata lot subject to a unanimous resolution pursuant to Section 100 of the *Strata Property Act*.

- (2) Without limiting the generality of subsection (1), the following are expenses that relate solely to the Apartment Section:
 - (a) window cleaning of Apartment Strata Lots;
 - (b) repair and maintenance expenses as required by bylaw 12.

- (3) Without limiting the generality of subsection (1), the following are expenses that relate solely to the Townhouse Section:
 - (a) repair and maintenance expenses as required by bylaw 12.

Division 9 – Voluntary Dispute Resolution

Voluntary Dispute Resolution

- 55** (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 regulations, the bylaws or the rules.
- (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.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 10 – Small Claims

- 56** (1) Pursuant to Section 171 of the *Strata Property Act*, the council, on behalf of the Strata Corporation, or an Executive on behalf of a Section 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 – Moving Bylaw

57 The following moving bylaw applies to the Apartment Section only:

- (1) A major move in or out of a strata lot located in the Apartment Section is confined to the hours between 6:00 a.m. and 10:00 p.m. Monday to Friday and 8:00 a.m. – 9:00 p.m. Saturday and Sunday unless otherwise authorized by the Apartment Section Executive.
- (2) Moving times must be booked through the building administrator.
- (3) At the time of any move in/move out, the owner of a strata lot in the Apartment Section must pay a \$200.00 CASH deposit, of which \$50.00 is non-refundable. An owner or tenant should conduct an inspection of the building with the Building Administrator before and after the move.
- (4) An owner, tenant or occupant moving into or out of a strata lot must:
 - (a) book the elevator for a specific time period through the Building Administrator and only one elevator shall be used for moving and shall be properly locked off as per instructions received from the Building Administrator;
 - (b) take direction from the Building Administrator regarding the parking and identification of a moving truck, the loading/unloading areas and the storage of resident's possessions while a move is in progress;
 - (c) ensure that the doors to the apartment building are not left unattended at any time; and,
 - (d) ensure that building security is not jeopardized at any time during a move.
- (5) If the common property is damaged as a result of moving in or out of the building, the Apartment Section Executive may do what is reasonable necessary to repair such damage and the person(s) who may be fined for the contraventions under Section 130 of the *Strata Property Act* shall be required to pay the reasonable costs of remedying the contravention, including payment of legal costs as between a solicitor and his own client.

Division 12 – Insurance and Indemnity

- 58 (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser on an annual basis for the purposes of determining full replacement value pursuant to section 149(4)(a) of the Act.
- (2) For purposes of section 149(4)(b) of the Act, the Strata Corporation shall obtain adequate insurance for other major perils on an annual basis if such coverage is available and is economically feasible, including:
- (a) earthquake insurance;
 - (b) sewer backup;

- (c) flood;
- (d) theft or misappropriation of funds; and,
- (e) Director's and Officer's Liability Insurance.

(3) Subject to the Regulations, the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated and payable in accordance with sections 99(2) and 158(3) of the Act.

(4) Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159 of the Act.

Indemnity

(5) An owner shall reimburse the Strata Corporation for the expense of any maintenance, repair or replacement and for any loss or damage to that owner's strata lot, common property, limited common property or the contents of same if:

- (a) that owner is responsible for the loss or damage; or
- (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of that owner, any member of the owner's family, the owner's pet(s), or the owner's guests, employees, contractors, agents, tenants, volunteers or their pets,

but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the Owner.

(6) For greater certainty, an owner shall be deemed to be responsible even if that owner is not negligent and such responsibility shall be construed on a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act, plus repair costs, legal costs on a full indemnity basis and other related costs or expenses not covered by proceeds from insurance.

- (7) Without restricting the generality of the foregoing, an owner is responsible for:
- (a) any water escape damage from that Owner's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment or fixture located in the Owner's strata lot, including, but not limited to, the following:
 - (i) dishwasher;
 - (ii) refrigerator with ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) hot water tank;
 - (v) washing machine;
 - (vi) toilet, sink, bathtub and/or shower;
 - (vii) air conditioner;

- (viii) plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the Owner;
 - (ix) fireplace; or,
 - (x) any other similar type of appliance, equipment or fixture.
- (b) any damage arising out of any alteration or addition to the strata lot, the limited common property or the common property installed by that Owner or a prior Owner of that strata lot;
- (c) any damage to property that an Owner is required to repair and maintain; and,
- (d) any loss or damage to the common property, limited common property, common assets or to any strata lot, personal injury, death or any other loss or damage where 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 tenants, occupants, employees, agents, visitors or invitees to the extent that the loss or damage is not fully paid from the proceeds of an insurance policy.
- (e) Owners are responsible to ensure that their strata lot interior is maintained at a minimum temperature of 10 degrees centigrade, year round. Any water pipe leak or any other loss or damage whatsoever that the Strata Council reasonably determines resulted from or is contributed to by an owner's failure to comply with this bylaw will be deemed to be the responsibility of that owner.
- (8) An Owner shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his or her own client, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner.
- (9) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs and related legal costs shall be charged to the Owner and shall become due and payable as part of that Owner's monthly assessment on the first of the month following the date on which the expense was incurred.
- (10) An owner who has not paid when due his or her strata fees, special levies, interest or fines must reimburse the Strata Corporation or the Section the reasonable costs of collecting those arrears, including legal costs on a full indemnity basis.

(11) Pursuant to section 133 of the Act, all reasonable costs of remedying a bylaw contravention must be paid to the Strata Corporation or the Section by the owner or tenant of the Strata Lot associated with the bylaw contravention. Payment of such costs shall be on a full indemnity basis and must be paid within 30 days of notice from the Strata Council or the Section Executive that there has been a finding that the bylaws have been contravened and specifying the costs incurred with respect to remedying the contravention. The costs of remedying a bylaw contravention shall be deemed to include any reasonable legal expenses incurred by the Strata Corporation or the Section in enforcing the bylaws and shall be recoverable from the owner on a full indemnity basis.

(12) An Owner should obtain and maintain a Homeowner Package insurance policy to cover:

- (a) the losses described in section 161 of the Act;
- (b) the deductible portion of the insurance claim against the Strata Corporation's insurance policy if that Owner is responsible for the loss or damage that gave right to the claim; and,
- (c) any alteration, betterments or changes to the buildings or fixtures built by the developer.

Division 13 – Garbage & Garbage Removal

- 59 (1) An owner, tenant or occupant shall:
- (a) remove all ordinary household refuse from his or her strata lot to an area designated by the Strata Council for collection;
 - (b) only place household waste in the garbage containers;
 - (c) remove garbage, other than ordinary household refuse, from the premises at his or her sole expense;
 - (d) properly wrap all garbage in garbage bags and place it in containers located at the garbage collection area the night before or the day of garbage pickup between the hours of 7:00 a.m. and 10:00 p.m. only;
 - (e) securely cover or tie receptacles or bags containing refuse for collection to prevent access by animals or birds;
 - (f) flatten cardboard, separate food waste from recyclables, comply with recyclable notices from time to time distributed by the Strata Corporation and place recyclables in separate containers from the other garbage in compliance with the local municipal bylaws;
 - (g) deposit bottles, glassware and large cans in the containers located in the garbage room;
 - (h) remove empty garbage receptacles as soon as practically possible from the collection area and store them in an inconspicuous place on the strata lot; and,
 - (i) remove any garbage other than ordinary household refuse from the limited common property or common property, at his or her expense, as soon as practically possible.

Division 14 – Rental Limitation Bylaw

- 60 (1) **Purpose of Rental Limitation:** The Strata Corporation wishes to limit the rental of all or a portion of a strata lot for the following reasons:
- (a) to protect the preferred lifestyle of the community by encouraging owner-occupation of residential strata lots;
 - (b) to exclude speculators from purchasing strata lots for the purpose of rental and/or resale; and,
 - (c) to define the procedure to be followed by the strata lot Owner and the Strata Council in administering the said rental limitation.
- (2) **Rental Limitation:** Pursuant to Section 141 of the Act, and subject to any exemptions provided under the said Act, the number of strata lots within the Strata Corporation that may be leased or rented by the Owners at any one time shall be ten percent (10%).
- (3) **Period of Time for Rental:** The Strata Council in its sole discretion may restrict the period of time for which the strata lot(s) may be rented pursuant to Section 141(2)(b)(ii) of the Act. Prior to the expiry of the period of time referred to in subsection (4)(a), further approval of the Strata Corporation to rent will be required using the same procedure and meeting the same criteria as the original application to rent, except the requirement to provide a Form K, unless the further approval relates to a new tenant.
- (4) An Owner shall not lease all or a portion of his or her strata lot unless he or she has first obtained a Lease Permit from the Strata Council. Lease Rental Permits issued from time to time by the Strata Council may be cancelled in accordance with these bylaws.
- (5) **Procedure by Owner:** An Owner who wishes to lease all or a portion of his or her strata lot shall:
- (a) apply in writing to the Strata Council for a Lease Permit and for permission to lease in accordance with the prescribed limit and the application shall include the following:
 - (i) name(s), address(es), and telephone number(s) of all persons who intend to occupy the strata lot during the term of the lease and any pets;
 - (ii) proposed term of the lease, including the commencement date as well as the termination date, if any, of the lease; and,
 - (iii) any other information or documents shall be provided as may reasonably be requested by the Strata Council;
 - (b) prior to renting all or part of a strata lot to a prospective tenant, comply with s. 146 of the SPA by giving the prospective tenant:

- (i) The current Bylaws and Rules (copies of the current bylaws and rules may be obtained from the Strata Council for a fee of \$.25 per page (Regulation 4.2(1)); and,
- (ii) A Notice of Tenant's Responsibilities (Form K);
- (c) provide the Strata Corporation with the Form K signed by the tenant within two weeks of renting all or part of the strata lot; and,
- (d) lease his or her strata lot within 90 days from the date written permission to lease is granted by the Strata Council.

(6) **Procedure by Strata Council:** The Strata Council receiving an application from an owner for a Lease Permit to lease his or her strata lot shall:

- (a) respond in writing to the owner within 10 days from the date of receipt of the application stating its decision to approve or reject the application to lease;
- (b) deal with each application on a "first come-first serve" basis in the order received and create a waiting list of owners wishing to lease for future consideration; and,
- (c) forthwith issue a Lease Permit to an owner whose application for lease is approved pursuant to this bylaw.

(7) **Exemption Procedure:** An owner who wishes to lease his strata lot pursuant to a statutory exemption shall:

- (a) apply in writing to the Strata Council for permission to lease or rent pursuant to a statutory exemption and the application shall include the following:
 - (i) the name(s), address(es), and telephone number(s) of all persons who intend to occupy the Strata Lot during the term of the lease or rental and their pets;
 - (ii) proposed term of the lease or rental, including the commencement date as well as the termination date, if any, of the lease or rental; and,
 - (iii) any other information or documents shall be provided as may reasonably be requested by the Strata Council;
- (b) prior to renting to a prospective tenant, comply with section 146 of the *Strata Property Act* by giving the prospective tenant:
 - (i) the current bylaws and rules; and,
 - (ii) a Notice of Tenant's Responsibilities (Form K).
- (c) provide the Strata Corporation with the signed Form K within 1 week of renting all or a portion of the Strata Lot.

(8) **Procedure by Strata Council:** The Strata Corporation, upon receiving an application from an owner to lease or rent pursuant to a statutory exemption, shall respond in writing to the owner within the time set out in the Act, and if none, then within two (2) weeks from the date of receipt of the application stating its decision to approve or reject the application to rent.

- (9) **Bylaw exemption to Family or Family Members:**
- (a) This bylaw does not apply to prevent the rental of a strata lot to a member of the owner's family.
 - (b) Family or Family member means a spouse of the owner, a parent or child of the owner, or a parent or child of the spouse of the owner.
 - (c) Spouse of the owner includes an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship pursuant to the *Strata Property Act Regulations 8.1*.
- (10) **One Year Grace Period & Application of Rental Limitation Bylaw:** A bylaw that prohibits rentals does not apply to a strata lot until the later of:
- (a) one year after a tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy it as a tenant; and,
 - (b) one year after the bylaw is passed.
- (11) **Hardship**
- (a) Subject to any other statutory exceptions, no further rentals shall be permitted except on grounds that the bylaws create a hardship on the Owner pursuant to s. 144 of the Act.
 - (b) An owner may provide a written application to the Strata Council for permission to rent on grounds of hardship stating the following:
 - (i) the reason the owner thinks an exemption should be made; and,
 - (ii) whether the owner wishes a hearing.
 - (c) The application of the owner should include documentation in support of the reasons for exemption on grounds of hardship.
 - (d) If the owner wishes a hearing, the Strata Council must hear the owner or the owner's agent within 4 weeks after the date the application is given to the Strata Corporation.
 - (e) An exemption will be allowed if the Strata Council does not give its decision in writing to the owner:
 - (i) if a hearing is held, within one week after the hearing;
 - (ii) if no hearing is requested, within 2 weeks after the application is given to the Strata Corporation; or
 - (iii) if the owner requests a hearing under subsection 144(2)(b) of the Act and the Strata Council does not hold a hearing within 4 weeks after the date the application is given to the Strata Corporation.
 - (f) An exemption granted by the Strata Corporation may be for a limited time.
 - (g) The Strata Council must not unreasonably refuse to grant an exemption.
- (12) **Remedies**
- (a) **Fines:** Despite fines set out elsewhere in these bylaws, a strata lot owner who leases a strata lot in contravention of this bylaw may be subject to a fine at the discretion of the Strata Council in an amount not to exceed \$500 for each seven (7) day period that the Strata Lot is rented in contravention of these bylaws.

- (b) **Court Application:** The Strata Corporation shall pursue a violation of this Rental Limitation Bylaw with all force of law, including, in addition to any other remedies available under law, an application to the Supreme Court to compel an Owner or tenant to comply with the bylaws. If a person occupies a strata lot in violation of these bylaws, the Strata Corporation reserves the right to request relief from the Supreme Court tantamount to an eviction order. Special costs or full indemnity of legal costs as between a solicitor and his or her client shall be payable to the Strata Corporation by the owner in violation of this rental limitation bylaw.

Division 15 – Severability

- 61 (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.
- (2) For the purposes 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.

THE END