

#430 - 1200 West 73rd Avenue  
Vancouver, BC V6P 6G5

# INVOICE

Name	<b>Michael Ragosin-Sutton Group West Coast Realty</b>		
Address			
City	<b>Vancouver</b>	State	<b>BC</b> Zip
Phone			

Date	16/2/07
Strata Plan:	LMS 2503
S/L & Unit:	SL 27 Unit 27
Client Name:	Chung/Lin

Qty		Unit Price	TOTAL
1	Form B	\$50.00	\$50.00
1	Financials	\$1.00	\$1.00
1	Bylaws	\$3.50	\$3.50
<p><b>REGISTRATION #</b> _____</p> <p><b>REGISTRATION DATE:</b> _____</p>			

☒ Check or Cash ONLY

	SubTotal	\$54.50
Shipping & Handling		\$0.00
Taxes	GST	\$3.27
	<b>TOTAL</b>	<b>\$57.77</b>

Office Use Only

**YORK WEST ASSET MANAGEMENT (BC) INC.**  
267-6399-Office / 267-6395-fax

*Thank you for your prompt payment*

**Strata Property Act**

**Form B**

**INFORMATION CERTIFICATE**

*(Section 59)*

The Owners, Strata Plan LMS-2503 certify that the information contained in this certificate with respect to Strata Lot 27, #27-3439 Terra Vita Place, Vancouver, BC is correct as of the date of this certificate.

- (a) Monthly strata fees payable by the owner of the strata lot described above \$..188.70...
- (b) Any amount owing to the strata corporation by the owner of the strata lot described above (other than an amount paid into court, or to the strata corporation in trust under section 114 of the *Strata Property Act*) \$..252.72...  
(S/A installments due December 1, January 1 and February 1)
- (c) Are there any agreements under which the owner of the strata lot described above takes responsibility for expenses relating to alterations to the strata lot, the common property or the common assets?  
☒ no ☐ yes [attach copy of all agreements]
- (d) Any amount that the owner of the strata lot described above is obligated to pay in the future for a special levy that has already been approved  
The payment is to be made by ... 1 installment of \$84.24 due on March 1, 2007  
\$ ..84.24...
- (e) Any amount by which the expenses of the strata corporation for the current fiscal year are expected to exceed the expenses budgeted for the fiscal year \$..Unknown...
- (f) Amount in the contingency reserve fund minus any expenditures which have already been approved but not yet taken from the fund \$..73,571.12...
- (g) Are there any amendments to the bylaws that are not yet filed in the land title office?  
☒ no ☐ yes [attach copy of all amendments]
- (h) Are there any resolutions passed by a 3/4 vote or unanimous vote that are required to be filed in the land title office but that have not yet been filed in the land title office?  
☒ no ☐ yes [attach copy of all resolutions]
- (i) Has notice been given for any resolutions, requiring a 3/4 vote or unanimous vote or dealing with an amendment to the bylaws, that have not yet been voted on?  
☒ no ☐ yes [attach copy of all notices]
- (j) Is the strata corporation party to any court proceeding or arbitration, and/or are there any judgments or orders against the strata corporation?  
☐ no ☒ yes
- (k) Have any notices or work orders been received by the strata corporation that remain outstanding for the strata lot, the common property or the common assets?  
☒ no ☐ yes [attach copies of all notices or work orders]

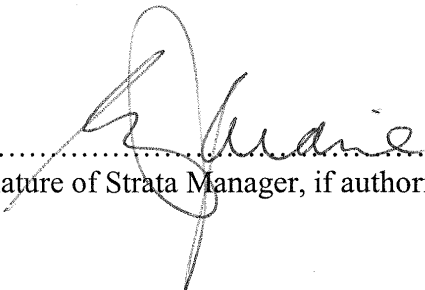
(l) Number of strata lots in the strata plan that are rented ..... ..3...

(m) The insurance broker or agent of the Strata Corporation is:

**CMW Insurance Services Ltd.  
700-1901 Rosser Avenue  
Burnaby, BC V5C 6R6**

Date: February 15, 2007

Julie Landicho, Property Agent  
**York West Asset Management Group (BC) Inc.**

  
.....  
Signature of Strata Manager, if authorized by Strata Corporation

20:06

Building # 503

Terra Vita LMS 2503

Apt # 2

As of January, 2007

To Date

Balance

## BALANCE SHEET

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## ASSETS

## CURRENT ASSETS

104-OPERATING BANK	3,480.91
180-ACCOUNTS RECEIVABLE-STRATA	6,250.03
206-PREPAID INSURANCE	20,764.55
	-----
	30,495.49
109-DUE FROM SA TO CRF	(53,000.00)
110-SPECIAL ASSESSMENT FUNDS	9,866.52
111-DUE FROM SA TO OPERATING	(28,206.38)
120-CONTINGENCY BANK	73,571.12
121-DUE TO CRF FROM SA	53,000.00
182-ACCOUNTS RECEIVABLE-S/A	11,945.36
186-DUE TO (FROM) CRF	(20,996.60)
	-----
	46,180.02

## FIXED ASSETS

TOTAL ASSETS	76,675.51
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Building # 503

Terra Vita LMS 2503

Expt # 2

As of January, 2007

To Date

Balance

## LIABILITIES AND EQUITY

## CURRENT LIABILITIES

650-ACCOUNTS PAYABLE 2,626.88

651-ACCRUED LIABILITIES 17,065.47

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19,692.35

## EQUITY

500-CONTINGENCY FUND 188,629.49

515-CRF-EXPENDITURES (63,729.50)

518-LOAN(S) TO OPERATING (30,856.21)

530-LEGAL LEVY CONTRIBUTION 303,620.12

531-S/A-LEGAL-OCT06-MAR07 45,000.18

532-LEGAL LEVY EXPENSES (336,869.45)

533-PST RELIEF CONTRIBUTION 25,047.60

534-PST RELIEF EXPENSES (25,047.60)

535-NEW HOME WARRANTY 6,602.19

540-BLDG ENVEL CONTRIBUTION 1,848,071.99

547-BLDG ENVELOPE-EXPENDITURES (1,859,376.75)

555-HERITAGE BLDG IMPROVEMENT 120,579.46

557-HERITAGE BLDG EXPENSES (175,491.50)

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46,180.02

SURPLUS (DEFICIT) PRIOR YEARS 8,442.65

SURPLUS (DEFICIT) CURRENT YEAR 2,360.49

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TOTAL LIABILITIES & EQUITY 76,675.51

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NOTE: THESE FINANCIAL STATEMENTS ARE UNAUDITED

20:06

Building # 503

Terra Vita LMS 2503

Rpt # 2

DETAILED OPERATING STATEMENT  
For the 1 Month Ending January, 2007

	Current Month	Current Budget	Current Variance	To Date Balance	To Date Budget	To Date Variance	Annual Budget
<b>R E V E N U E</b>							
1015-STRATA FEES	16,800.58	.00	16,800.58	16,800.58	.00	16,800.58	.0
1020-MISCELLANEOUS REVENUE	30.00	.00	30.00	30.00	.00	30.00	.0
1070-N.S.F/RETURN CQ REVENUE	10.00	.00	10.00	10.00	.00	10.00	.0
1110-PARKING REVENUE	540.00	.00	540.00	540.00	.00	540.00	.0
<b>TOTAL REVENUE</b>	<b>17,380.58</b>	<b>.00</b>	<b>17,380.58</b>	<b>17,380.58</b>	<b>.00</b>	<b>17,380.58</b>	<b>.0</b>
<b>E X P E N S E S</b>							
OPERATING EXPENSES							
2050-BANK CHARGES	10.00	.00	10.00	10.00	.00	10.00	.0
2095-CONTINGENCY CONTRIBUTIONS	1,833.33	.00	1,833.33	1,833.33	.00	1,833.33	.0
2150-INSURANCE	2,241.33	.00	2,241.33	2,241.33	.00	2,241.33	.0
2210-MANAGEMENT FEES	1,696.00	.00	1,696.00	1,696.00	.00	1,696.00	.0
<b>TOTAL OPERATING EXPENSES</b>	<b>5,780.66</b>	<b>.00</b>	<b>5,780.66</b>	<b>5,780.66</b>	<b>.00</b>	<b>5,780.66</b>	<b>.0</b>
UTILITIES							
2530-UTILITIES-ELECTRIC	999.87	.00	999.87	999.87	.00	999.87	.0
2535-UTILITIES-WATER	1,682.71	.00	1,682.71	1,682.71	.00	1,682.71	.0
2540-UTILITIES-GAS	4,243.05	.00	4,243.05	4,243.05	.00	4,243.05	.0
2620-WASTE REMOVAL	596.32	.00	596.32	596.32	.00	596.32	.0
<b>TOTAL UTILITIES</b>	<b>7,521.95</b>	<b>.00</b>	<b>7,521.95</b>	<b>7,521.95</b>	<b>.00</b>	<b>7,521.95</b>	<b>.0</b>
REPAIRS & MAINTENANCE							
2070-CARETAKING/JANITORIAL	1,238.89	.00	1,238.89	1,238.89	.00	1,238.89	.0
2140-FIRE PROTECTION	351.39	.00	351.39	351.39	.00	351.39	.0
2240-PEST CONTROL	127.20	.00	127.20	127.20	.00	127.20	.0
<b>TOTAL REPAIRS &amp; MAINTENANCE</b>	<b>1,717.48</b>	<b>.00</b>	<b>1,717.48</b>	<b>1,717.48</b>	<b>.00</b>	<b>1,717.48</b>	<b>.0</b>
<b>SURPL(DEFICIT) PRE EXTRAORDINAR</b>	<b>2,360.49</b>	<b>.00</b>	<b>2,360.49</b>	<b>2,360.49</b>	<b>.00</b>	<b>2,360.49</b>	<b>.0</b>
<b>SURPLUS (DEFICIT)</b>	<b>2,360.49</b>	<b>.00</b>	<b>2,360.49</b>	<b>2,360.49</b>	<b>.00</b>	<b>2,360.49</b>	<b>.0</b>

20:06

Building # 503

Terra Vita LMS 2503

Rpt # 22

As of January, 2007

Current  
Month

## CASH FLOW STATEMENT

NET INCOME(LOSS) CURRENT MONTH	2,360.49
NON CASH CHANGES / OTHER CASH MOVEMENTS	
180-ACCOUNTS RECEIVABLE-STRATA	(954.08)
182-ACCOUNTS RECEIVABLE-S/A	6,507.13
186-DUE TO (FROM) CRF	2,649.83
540-BLDG ENVEL CONTRIBUTION	18,501.86
545-BLDG ENVELOPE-INTEREST	(18,501.86)
555-HERITAGE BLDG IMPROVEMENT	579.64
650-ACCOUNTS PAYABLE	3,197.53
651-ACCRUED LIABILITIES	(4,566.41)
206-PREPAID INSURANCE	2,241.33
	-----
CURRENT MONTH CASH FLOW	12,015.46
BANK BALANCE PRIOR MONTH	1,202.05
	-----
CASH IN BANK	3,480.91
	=====

## SUMMARY OF CASH HELD

104-OPERATING BANK	3,480.91
109-DUE FROM SA TO CRF	(53,000.00)
110-SPECIAL ASSESSMENT FUNDS	9,866.52
111-DUE FROM SA TO OPERATING	(28,206.38)
120-CONTINGENCY BANK	73,571.12
121-DUE TO CRF FROM SA	53,000.00
	-----
	58,712.17
	=====

**SCHEDULE OF BYLAWS  
THE OWNERS – STRATA PLAN LMS-2503  
ENACTED AT AN ANNUAL GENERAL MEETING OF THE OWNERS  
MARCH 1ST, 2006**

Be it resolved that all previously registered bylaws be repealed and replaced with the following bylaws. These bylaws replace the Schedule of Standard Bylaws in the *Strata Property Act* (the "Act"). The term owner, where used herein, shall be deemed to also apply to an owner's tenant, lessee, guest, visitor, servant or occupant of whatever nature in all matters contained in these bylaws relating to, but not necessarily restricted to, the use, protection, maintenance and enjoyment by others of the building and/or its facilities. This in no way negates or limits the owner's full responsibility for such invitees while in the building or on the grounds.

**DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS**

**Payment of strata fees**

- 1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate. If an owner fails to pay strata fees at the required time, the strata corporation may charge a fine of fifty dollars (\$50.00) for every month strata fees remain in arrears. If an owner fails to pay a special levy at the required time, he/she may be fined fifty dollars (\$50.00) for each month the special levy remains unpaid.

**Repair and maintenance of property by owner**

- 2.A An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 2.B An owner who has the use of limited common property must repair and maintain it; except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

**Use of property**

- 3.A An owner, tenant, occupant or visitor must not use, or allow to be used, a strata lot, the common property or common assets in a way that
- (1) causes a nuisance or hazard to another person,
  - (2) causes unreasonable noise,
  - (3) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (4) is injurious to the reputation of the building,
  - (5) is illegal,
  - (6) 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,
  - (7) is contrary to any of the provisions, rules or ordinances of any statute or Municipal bylaw.
- 3.B 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 must repair and maintain under these bylaws or insure under Section 149 of the *Act*.
- 3.C The strata lot shall not be occupied as a place of residence by more than three (3) persons in a one-bedroom strata lot or four (4) persons in a two-bedroom strata lot, without the prior written permission of the strata council.
- 3.D An owner, tenant or occupant shall not use or permit the use of his strata lot for a professional, commercial or business purpose that:



- (1) may or will increase the amount of foot traffic or motor vehicle traffic in the common property or the strata lot;
  - (2) in any way increases or may increase the liability risk of the strata corporation;
  - (3) involves customers, clients, employees, contractors, other workers or any individuals attending the strata lot other than those individuals ordinarily resident in the strata lot;
  - (4) involves individuals using a strata lot as a place of temporary lodging.
- 3.E An owner, tenant or occupant shall not allow the area around his strata lot to become untidy. Rubbish, dust, garbage, boxes, packing cases, shoes, carpets, bikes, umbrellas or the like shall not be thrown, piled or stored in corridors, stairways, or any other parts of the common property. The strata council shall be at liberty to have garbage removed and the common property cleaned and charge the expense to the owner of the applicable strata lot.
- 3.F Ordinary household refuse and garbage shall be removed from each strata lot by its owner, tenant or occupant and deposited in containers provided by the strata corporation for that purpose. Any materials other than ordinary household refuse and garbage shall immediately be removed from the strata plan property at the expense of and by the owner or occupant of the strata lot.
- 3.G Owners, tenants and occupants shall place recyclable materials in the recycling containers provided by the strata corporation.
- 3.H No owner, tenant, occupant or visitor shall do anything on the common property which is likely to damage, move or remove such items as plants, bushes, trees, flowers, lawns, hedges or fences without the prior written approval of the strata council and shall not place chairs, tables or other objects on the lawns so as to damage them or prevent their reasonable growth.
- 3.I The sidewalks, walkways, passages and driveways of the common property shall not be obstructed or used for any purpose other than ingress or egress from the strata lots and parking areas within the common property. There shall be no skateboarding, roller-skating or bicycle riding in the parking garage or on common property areas.
- 3.J No owner, tenant or occupant shall do anything or permit anything to be done that will increase the risk of fire or the rate of fire insurance on the building or any part thereof. No coal, combustible, flammable or offensive materials, including paints, solvents or propane tanks shall be stored in any common storage area.
- 3.K An owner, tenant or occupant shall be required to remove from his patio or deck area any object which, in the opinion of the strata council, detracts from the exterior appearance of the building within seven (7) days of receipt of notice from the strata council or its agent.
- 3.L An owner, tenant, occupant or visitor shall not deface or damage woodwork, paint work, walls, carpets or any other part of the common property.
- 3.M Smoking shall not be permitted in the common property areas that are enclosed, including but not limited to hallways, elevators, locker rooms, storage area, parking garage and service rooms. Owners are responsible for ensuring that tenants and any other occupants living in their strata lot as well as employees and visitors are aware of this bylaw.
- 3.N Christmas trees shall not be thrown into the strata corporation's garbage containers, but must be disposed of away from the common property. Any mess created on the common property by handling, or transporting a Christmas tree, must be immediately cleaned up by the owner of the applicable strata lot.
- 3.O No laundry, washing, clothing, bedding or other articles shall be hung or displayed from windows, patios, balconies or other parts of the building so that they are visible from the outside of the building.

- 3.P No signs, billboards, notices or advertising material of any kind shall be placed on any part of a strata lot or the common property without prior written consent of the strata council. Real estate signs must be placed only in such manner and location as designated by the strata council.
- 3.Q Only propane, natural gas and electric barbecues may be used in the complex, provided they are used in a safe manner and then only on balconies and/or patios and operated a minimum of one (1) foot away from any wall.
- 3.R Owner Access for Utilities:
- (1) Owners and/or tenants shall be responsible for booking the key to the service room for the purpose of permitting access to the service room to utility technicians in order to do telephone or cable work for their unit.
- (2) Owners and/or tenants shall contact the property manager to book the key and shall obtain the key from the office of the property manager.
- (3) A refundable deposit of one hundred dollars (\$100.00) cash is required.
- (4) The key shall be returned to the property manager's office in not more than two (2) business days at which time the cash deposit will be returned to the depositor.
- (5) Failure to return the key as specified in Article 3.BB(4) above will result in the deposit being forfeited and used for the purpose of re-keying the service room locks.

#### **Inform strata corporation**

- 4.A Within two (2) weeks of becoming an owner, an owner must inform the management company of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- 4.B On request by the strata corporation, a tenant must inform the strata corporation of his or her name.
- 4.C Owners wishing to rent out their suites must first submit a written request to the strata council and obtain council's written approval before a Form K (Notice of Tenant's Responsibilities) will be released to the owner by the management company.

#### **Obtain approval before altering a strata lot**

- 5.A An owner must obtain the written approval of the strata council before making an alteration to a strata lot that involves any of the following:
- (1) the structure of the building;
  - (2) the exterior of the building;
  - (3) painting or otherwise refinishing wood, ironwork, concrete or other parts of the exterior of the building or the exterior of a strata lot;
  - (4) chimneys, stairs, balconies or other things attached to the exterior of the building;
  - (5) doors, windows or skylights on the exterior of the building or that front on the common property;
  - (6) fences, railings or similar structures that enclose a patio or balcony;
  - (7) common property located within the boundaries of a strata lot;
  - (8) those parts of a strata lot which the strata corporation insures under Section 149 of the Act;
  - (9) wiring, plumbing, piping or other service inside a wall;
  - (10) shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices located or placed on the outside of the building including but not limited to a balcony or patio.
- 5.B The strata council must not unreasonably withhold its approval under Article 5.A above, but may require as a condition of its approval that the owner agree in writing to take responsibility for any expenses relating to the alteration.
- 5.C No antenna, satellite dish or similar appurtenance thereto shall be erected, fastened or placed on the common property and/or on the limited common property including but not limited to a balcony or patio without the written permission of the strata council.

## **Obtain approval before altering common property**

- 6.A An owner must obtain the written approval of the strata council before making an alteration to common property, including limited common property, or common assets.
- 6.B The strata council may require as a condition of its approval that the owner agree in writing to take responsibility for any expenses relating to the alteration.

## **Alterations to a strata lot or common property**

- 7.A Any alteration to a strata lot, to common property, to limited common property or to common assets that has not received the prior written approval of the strata council 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 or a strata lot if such repair is required as a result of the alteration. An owner who receives approval may be required by the strata council to sign an Assumption of Liability Agreement.
- 7.B The owner will be responsible for obtaining the applicable building permits prior to commencing the work, and the obtaining of such permits is a condition of the strata council's approval.
- 7.C Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:
- (1) the maintenance and repair of the alterations, and
  - (2) the effects on all adjacent strata lots or common property, and
  - (3) the effects of rain and weathering, staining or discoloration.
- 7.D The strata council may maintain, repair or remove alterations to common property if, in its opinion:
- (1) the alterations are not maintained or repaired, or
  - (2) the alterations are damaged.
- All costs incurred in the maintenance, repair and/or removal will be charged to the owner of the strata lot and are his responsibility.
- 7.E On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an Assumption of Liability Agreement with the strata corporation, the alteration may be removed by the strata council and the cost of the removal will be charged to the new owner.
- 7.F To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the strata council.
- 7.G The strata council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The strata council may include specified supervision or inspection as a requirement of approval.
- 7.H The approved alterations shall be done in a workmanlike manner and to standards set by the strata council, and shall be done only between the hours of 9:00 a.m. to 8:00 p.m. or during times approved by the strata council.
- 7.I An owner who is permitted to make alterations shall be responsible for the removal of any construction debris and cleanup of common property each day. Where daily cleanup is unsatisfactory, the strata council shall have authority to complete, or cause to be completed, such cleanup at the expense of the owner.

## **Permit entry to strata lot**

- 8.A An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (1) in an emergency, without notice, to ensure safety or prevent significant loss or damage,
  - (2) at a reasonable time, on forty-eight (48) hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under Section 149 of the Act.
- 8.B The notice referred to in Article 8.A(2) above must include the date and approximate time of entry, and the reason for entry.

## **DIVISION 2 – POWERS AND DUTIES OF THE STRATA CORPORATION**

### **Repair and maintenance of property by the strata corporation**

- 9.A The strata corporation must repair and maintain all of the following:
- (1) common assets of the strata corporation;
  - (2) common property that has not been designated as limited common property;
  - (3) limited common property, but the duty to repair and maintain it is restricted to
    - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (b) the following, no matter how often the repair or maintenance ordinarily occurs:
      - (i) the structure of the building;
      - (ii) the exterior of the building;
      - (iii) chimneys, stairs, balconies and other things attached to the exterior of the building, but this duty to repair or maintain shall not include the vinyl covering on the balconies nor any type of decking material attached to or situated on top of the vinyl covering;
      - (iv) doors, windows and skylights on the exterior of the building or that front on the common property;
      - (v) fences, railings and similar structures that enclose patios, balconies and yards;
  - (4) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
    - (a) the structure of the building,
    - (b) the exterior of the building,
    - (c) chimneys, stairs, balconies and other things attached to the exterior of the building, but this duty to repair or maintain shall not include the vinyl covering on the balconies nor any type of decking material attached to or situated on top of the vinyl covering;
    - (d) doors, windows and skylights on the exterior of the building or that front on the common property, and
    - (e) fences, railings and similar structures that enclose patios, balconies and yards.
- 9.B The strata corporation and/or its agents in carrying out any work or repairs to the common property must do so in a proper and workmanlike manner and shall make good any damage to a strata lot and/or the common property occasioned by such works and restore the strata lot and/or the common property to its former condition. An attempt, when reasonable, must be made to notify surrounding residents prior to the commencement of work that construction will be taking place.
- 9.C An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repairs or replacement rendered necessary to the common property or to any strata lot by his act, neglect or carelessness or by that of any member of his family or his guests, servants, agents or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the strata corporation.
- 9.D The deductible portion of any claim against the building's insurance shall be recoverable from the owner of the unit from which the cause of the claim originated due to negligence. Any maintenance and repair to articles located within a strata lot are the responsibility of the owner of the strata lot.

## DIVISION 3 – STRATA COUNCIL

### Council size and membership

- 10.A The strata council must have at least three (3) and not more than seven (7) members.
- 10.B An owner will not be entitled to be elected to council or continue to stand on council if the strata corporation is entitled to register a lien against that strata lot under Section 116 of the *Act*.

### Council members' terms

- 11.A The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 11.B A person whose term as council member is ending is eligible for re-election.
- 11.C Where, in the most recent election of council members, there were more nominees to council than positions to be filled and an elected member of council vacates his position during the term of his office, then that position shall, if possible, be filled by appointing the unsuccessful nominee who polled the highest number of votes in the most recent election. If that nominee is unable to accept the appointment to council, then the nominee polling the next highest number will be appointed, and so on until the position is filled.

### Removing a council member

- 12.A The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- 12.B After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the strata council member for the remainder of the term.

### Replacing a council member

- 13.A If a council member resigns or is unwilling or unable to act for a period of three (3) or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term, provided that the terms contained in Article 11.C above have first been met.
- 13.B A replacement council member may be appointed from any person eligible to sit on the council.
- 13.C 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.
- 13.D If all the members of the council resign or are unwilling or unable to act for a period of three (3) or more months, persons holding at least twenty-five percent (25%) of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the *Act*, the regulations and the bylaws respecting the calling and holding of meetings.

### Officers

- 14.A At the first meeting of the strata council held after each annual general meeting of the strata corporation, the strata council must elect, from among its members, a president, a vice-president, a secretary and a treasurer.
- 14.B A person may hold more than one office at a time, other than the offices of president and vice-president.
- 14.C The vice-president has the powers and duties of the president  
(1) while the president is absent or is unwilling or unable to act, or  
(2) for the remainder of the president's term if the president ceases to hold office.

- 14.D If an officer other than the president is unwilling or unable to act for a period of three (3) or more months, the strata council members may appoint a replacement officer from among themselves for the remainder of the term.

### **Calling council meetings**

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

### **Requisition of council hearing**

- 16.A By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 16.B If a hearing is requested under Article 16.A above, the strata council must hold a meeting to hear the applicant within one (1) month of the request.
- 16.C If the purpose of the hearing is to seek a decision of the strata council, the strata council must give the applicant a written decision within one (1) week of the hearing.

### **Quorum of council**

17.AA quorum of the council is:

- (1) 1, if the council consists of 1 member,
- (2) 2, if the council consists of 2, 3 or 4 members,
- (3) 3, if the council consists of 5 or 6 members, and
- (4) 4, if the council consists of 7 members.

17.B Council members must be present in person at the strata council meeting to be counted in establishing a quorum.

### **Council meetings**

- 18.A At the option of the strata council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- 18.B If a council meeting is held by electronic means, council members are deemed to be present in person.
- 18.C Owners may attend council meetings as observers.
- 18.D Despite Article 18.C above, no observers may attend those portions of council meetings that deal with any of the following:
- (1) bylaw contravention hearings under Section 135 of the *Act*;
  - (2) rental restriction bylaw exemption hearings under Section 144 of the *Act*;
  - (3) any other matters if the presence of observers would, in the strata council's opinion, unreasonably interfere with an individual's privacy.

### **Voting at council meetings**

- 19.A At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 19.B If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 19.C The results of all votes at a council meeting must be recorded in the strata council meeting minutes.

### **Council to inform owners of minutes**

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

### **Delegation of council's powers and duties**

- 21.A Subject to Articles 21.B and 21.C below, 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 strata council, and may revoke the delegation.
- 21.B The strata council may delegate its spending powers or duties, but only by a resolution that
- (1) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (2) delegates the general authority to make expenditures in accordance with Article 21.C below.
- 21.C A delegation of a general authority to make expenditures must
- (1) set a maximum amount that may be spent, and
  - (2) indicate the purposes for which, or the conditions under which, the money may be spent.
- 21.D The strata council may not delegate its powers to determine, based on the facts of a particular case,
- (1) whether a person has contravened a bylaw or rule,
  - (2) whether a person should be fined, and the amount of the fine, or
  - (3) whether a person should be denied access to a recreational facility.

### **Spending restrictions**

- 22.A 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.
- 22.B Despite Article 22.A above, a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

### **Limitation on liability of a council member**

- 23.A A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the strata council.
- 23.B Article 23.A above does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

## **DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES**

### **Maximum fine**

- 24U Unless otherwise provided for in the bylaws, the strata corporation may fine an owner or tenant a maximum of
- (1) two hundred dollars (\$200.00) for each contravention of a bylaw, and
  - (2) fifty dollars (\$50.00) for each contravention of a rule.

## **Bylaw contraventions and appeal process**

### **25.A Continuing contravention**

If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues without interruption for longer than seven (7) days, a fine may be imposed every seven (7) days. The strata corporation shall issue at least one written warning about any one continuing contravention of a bylaw or rule prior to the assessment of a fine.

### **25.B Appeal process**

In addition to that which is provided for in the Strata Property Act, an owner shall have the right to appeal any decision, including but not limited to fines, liens, etc. to a general meeting of the owners. Should such appeal be upheld by a majority of the owners, voting in person or by proxy, any fines, liens, etc. shall be removed and, where applicable, refunded to the owner.

## **DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS**

### **Rules of Order**

- 26 The rules contained in Robert's Rules of Order (Revised) shall govern this strata corporation in all cases where they are applicable and in which they are not inconsistent with the bylaws or special rules of this strata corporation or with the *Act*.

### **Quorum**

- 27 If, at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty (30) minutes whereupon the adjourned meeting shall be reconvened at the same place and the persons present in person or by proxy and entitled to vote, shall at that time, constitute the required quorum.

### **Person to chair meeting**

- 28.A Annual and special general meetings must be chaired by the president of the strata council.
- 28.B If the president of the strata council is unwilling or unable to act, the meeting must be chaired by the vice-president of the strata council.
- 28.C 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**

- 29.A Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 29.B 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.
- 29.C 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**

- 30.A At an annual or special general meeting, voting cards must be issued to eligible voters.
- 30.B 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.



- 30.C If a precise count is requested, the Chair must decide whether it will be by show of voting cards or by roll call, ballot or some other method.
- 30.D 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.
- 30.E 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.
- 30.F Despite anything in this Article, an election of council or any other vote must be held by ballot, if a ballot is requested by an eligible voter.
- 30.G 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 his strata lot under Section 116 of the *Act*.

### **Order of business**

- 31 The order of business at annual and special general meetings shall be as follows:
- (1) certify proxies and corporate representatives and issue voting cards;
  - (2) determine that there is a quorum;
  - (3) elect a person to chair the meeting, if necessary;
  - (4) present to the meeting proof of notice of meeting or waiver of notice;
  - (5) approve the agenda;
  - (6) approve minutes from the last annual or special general meeting;
  - (7) deal with unfinished business;
  - (8) receive reports of council activities and decisions since the previous annual general meeting;
  - (9) ratify any new rules made by the strata corporation under Section 125 of the *Act*;
  - (10) report on insurance coverage in accordance with Section 154 of the *Act*, if the meeting is an annual general meeting;
  - (11) approve the budget for the coming year in accordance with Section 103 of the *Act*, if the meeting is an annual general meeting;
  - (12) deal with new business, including any matters about which notice has been given under Section 45 of the *Act*;
  - (13) elect a strata council, if the meeting is an annual general meeting;
  - (14) adjournment.

### **Budget**

- 32.A The fiscal year of the strata corporation shall be from JANUARY 1 to DECEMBER 31.
- 32.B Subsequent to having received the closing financial statements for the immediately preceding fiscal year, the strata corporation shall hold its annual general meeting at which it shall approve by majority vote an operating budget for the current fiscal year. This budget shall include all anticipated operating expenses and the allocation to the contingency fund.
- 32.C The strata corporation shall provide each registered owner with not less than thirty (30) days' notice of any change in the operating budget and/or monthly maintenance assessment, and shall deliver or mail to each owner at the address provided to the strata corporation a copy of the operating budget for the ensuing year together with a notice of assessment for his contribution towards the common expenses of the year as determined in the prescribed manner.
- 32.D If the owners cannot agree upon an operating budget at the annual general meeting, the meeting shall be adjourned for one (1) week to permit revisions to be made and the revised operating budget shall be voted upon at the re-convened annual general meeting. This procedure shall be followed until an operating budget has been approved. Thereupon, the owners shall be notified of their monthly assessments.

- 32.E The monthly maintenance fees and any other assessments shall be payable to the strata corporation.
- 32.F In the case of any owner whose maintenance fees are not paid for two (2) successive months, a lien, Certificate of Default in Payment, may be filed upon the title to his strata lot. The costs of filing such a lien including administration, land title office and solicitor-client legal fees, shall be added to the account of the delinquent owner.
- 32.G The strata corporation may take whatever further actions are necessary to protect the strata corporation and ensure collection of arrears, including the use of collection agencies, court actions and/or other remedies provided by the *Act*.
- 32.H If, at any time, it appears to the strata council that the approved operating budget of common expenses and/or other special expenses of the strata corporation is deficient, the strata council shall convene a special general meeting to approve a special assessment upon the owners.
- 32.I The strata corporation shall make an annual allocation to the Contingency Fund equal to the immediately preceding year's allocation plus five per-cent (5%).

#### **DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION**

- 33.A 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
- (1) all the parties to the dispute consent, and
  - (2) the dispute involves the *Act*, the regulations, the bylaws or the rules.
- 33.B A Dispute Resolution Committee consists of:
- (1) 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
  - (2) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- 33.C The Dispute Resolution Committee must attempt to help the disputing parties to voluntarily end the dispute.

#### **DIVISION 7 – RENTAL RESTRICTIONS**

- 34.A The number of strata lots that may be rented within the Strata Plan shall be limited to eight (8) except for those rented pursuant to a successful appeal on the basis of hardship. Prior to offering the rental of a strata lot, the owner thereof shall make a written request to the strata council for permission to rent his strata lot. The strata council shall reply in writing stating whether or not eight (8) strata lots have been rented, (excluding those where permission to rent the strata lot was granted under hardship), and whether or not the owner can proceed to rent the strata lot in question. The strata council shall keep a register of those strata lots rented and a waiting list for owners to rent their strata lots. Requests to rent shall be honored on a first come, first served basis. A strata lot must be rented within sixty (60) days of permission being granted or the owner will lose his place on the waiting list.
- 34.B Notwithstanding the preceding paragraph, an owner may apply in writing for an exemption on the grounds that the application of this bylaw causes a hardship to the owner. The application must be made in writing and must provide the reason the owner considers that an exemption should be made and whether or not the owner requests a hearing. If the owner requests a hearing, the strata council must hear the owner or the owner's agent within three (3) weeks after the date the application is given to the strata corporation. An exemption is allowed if the strata council does not give its decision in writing to the owner within one (1) week after the hearing, or if no hearing is requested,

within two (2) weeks after the application is given to the strata corporation. The exemption granted by the strata council may be for a limited time. The strata council shall not unreasonably refuse to grant the exemption.

- 34.C Within two (2) weeks after renting all or part of his strata lot, an owner must give the strata corporation a copy of the Notice of Tenant's Responsibilities signed by the tenant.
- 34.D The limitation on rentals is subject to Section 143, as applicable, of the *Act* and amendments thereto.
- 34.E Where the strata council grants an exemption to an owner to rent his strata lot on the grounds of hardship, the strata council may specify the length of time for which the exemption is granted. When permission to rent is granted on the grounds of hardship, the owner must rent his strata lot within sixty (60) days, or the permission is withdrawn.
- 34.F Where permission to rent pursuant to this bylaw has been automatically revoked, withdrawn, terminated, or will expire, an owner may re-apply to the strata council for permission to rent the strata lot and such application will be governed by the provisions of this bylaw and the *Act* and amendments thereto.
- 34.G Where an owner leases his strata lot in violation of the bylaw, the strata corporation shall levy against the owner a fine of five hundred dollars (\$500.00) every seven (7) days during the period of the lease.
- 34.H For the purposes of this bylaw the terms "lease", "rent", "rents", and "rental arrangement" shall include any and all forms of tenancy or license relating to the occupancy of a strata lot.
- 34.I No sub-leasing shall be permitted.
- 34.J The owner shall provide the tenant with a copy of these bylaws and shall acknowledge on a Form K that the tenant has received the copy. No owner shall rent or lease his/her strata lot to any person or persons for the purposes of housing any person under the age of nineteen (19) years who will be the primary tenant.

#### **DIVISION 8 — PARKING**

- 35.A No major repairs or adjustments to motor vehicles or other mechanical equipment shall be carried out on the common property.
- 35.B The parking spaces assigned to a strata lot shall not be rented or leased to non-residents.
- 35.C No one is allowed to camp overnight on the common property, including camping in a motor vehicle.
- 35.D Motor vehicles may be washed only in such a manner that will not cause a nuisance or annoyance to other residents.
- 35.EA resident shall use only the parking space which has been specifically assigned to his strata lot. A resident shall not use the parking space which has been specifically assigned to another strata lot without the written approval of the owner of the said strata lot, a copy of which must be filed with the strata council.
- 35.F No parking is allowed in the driveway.
- 35.G Each owner, tenant or occupant is responsible for the cleanup of oil spills in his parking space, as well as the maintenance of same in a neat and orderly condition; failing which, after ten (10) days' notice, the strata council may arrange for such cleanup at the owner's expense.

- 35.I All motor vehicles in the parking garage must be licensed and insured or have storage insurance with liability in place. Proof of insurance must be provided to the strata council upon written request from the strata council.
- 35.J Motor vehicles parked in violation of a bylaw may be towed at the expense of the owner of the motor vehicle.

#### **DIVISION 9 – BUILDING SECURITY**

- 36.A No one shall leave open or unlocked any outside entrance or gate unless they are in constant supervision of such entrance or gate.
- 36.C No one is permitted, except authorized personnel, in the restricted common areas of the strata corporation, such as the roof, electrical rooms and mechanical rooms.
- 36.D No one shall leave a remote garage door opener in a motor vehicle while it is parked in the underground parking area.

#### **DIVISION 10 – RECREATIONAL AREAS**

- 37.A All owners, tenants and occupants and their accompanying visitors must comply with the rules governing the use of the recreational areas as posted in each particular area and such postings will constitute sufficient notice to all strata lot residents.
- 37.B No owner will have exclusive use of the social room, or like areas, without having first received written approval from the strata council. Application to the strata council for such exclusive use shall be in writing and contain full details of use and time interval required. Application must be made at least two (2) weeks in advance of the proposed date. An Indemnity Agreement must be signed and returned along with a refundable cash deposit of one hundred dollars (\$100.00) not less than one (1) week prior to the proposed use date.
- 37.C By not later than 11:00 a.m. of the following day, the social room, or like area, must be returned to the condition in which it was found or the owner involved will be charged for the cleaning and/or the repair.
- 37.D For the safety and enjoyment of all residents, the following will apply to the use of the recreational areas:
- (1) use of these areas is for residents and accompanying visitors only,
  - (2) a visitor leaving these areas must be accompanied by an owner,
  - (3) no smoking in these areas,
  - (4) persons under the age of nineteen (19) years are not permitted to use these areas unless accompanied by an adult,
  - (5) no pets are permitted in these areas,
  - (6) persons causing damage to these areas shall immediately advise the strata council or managing agents,
  - (7) persons using these facilities will ensure that the access doors are locked and that all power and lighting is in an off position when leaving the facility,
  - (8) persons breaching the above bylaws or the rules are subject to a fine and/or removal of privileges of these facilities.
- 37.E TO BE POSTED: "Owners, tenants, occupants and their visitors using this facility do so at their own risk and release and indemnify the strata corporation and the managing agents from any and all claims arising from the use of this facility."

## **DIVISION 11 – SMALL CLAIMS**

- 38 Pursuant to Section 171 of the *Act*, the strata council, on behalf of the strata corporation, may commence a proceeding under the Small Claims Act against an owner or other person to collect money owing to the strata corporation without further authorization from the strata corporation. The strata 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.

## **DIVISION 12 – SEVERABILITY**

- 39.A Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of these bylaws, each paragraph, sub-paragraph or clause herein shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- 39.B For the purposes of these 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.

## **DIVISION 13 – PETS**

- 40.A Unless otherwise approved by the strata council, an owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
  - (b) up to 2 caged birds;
  - (d) two dogs or two cats or one of each.
- 40.5 No owner, tenant or occupant will permit their dog to be on the common property without the dog being on a leash of six feet or less. The owner, tenant or occupant is responsible for the immediate clean up of any pet excrement that occurs on common property. The owner, tenant or occupant is also responsible to properly dispose of cat litter. Cat litter shall not be flushed down the toilet.
- 40.C No owner, tenant or occupant shall feed pigeons, gulls or other birds, squirrels, rodents or other animals from their strata lot, the common property or anywhere in close proximity to the complex.
- 40.D Owners, tenants and occupants shall discourage their pets from excessive noise at all times. Persistent, prolonged or continuous noise shall constitute a violation of this bylaw.
- 40.E A pet shall not cause a nuisance to any resident. If the 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 person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.
- 40.F An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repairs and/or replacement rendered necessary to the common property, to the limited common property or to any strata lot by the act of his or his tenant's pet.