

BYLAWS

STRATA PLAN LMS-3170

SOLO, DUO, TREO

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1. Payment of Strata Fees and Levies

- (1) An owner must pay strata fees on or before the first day of each month to which the fees relate.
- (2) Special levies are due on the date as determined by a special resolution to collect a levy for a specific event.
- (3) When an owner is late in the payment of strata fees or a properly approved levy, the interest on such payments shall be calculated at 10% per annum compounded annually.
- (4) If an owner is late in paying his or her strata fees, the interest payable on a late payment of the strata fees or levy referred to in subsection (3) is not a fine, and forms part of the strata fees for the purpose of section 116.
- (5) Overdue payments are subject to the following late payment penalties:

First month overdue (after 3 rd day)	\$ 25.00
Second and following months overdue	\$100.00
- (6) Where arrears are outstanding in the third (3) month, the owner shall be given notice to pay all outstanding fees plus penalties incurred in the previous months within seven (7) days. If unpaid and in accordance with Section 116 of the Strata Property Act, the strata corporation shall register a certificate against title to any strata lot whose owner is over three (3) months in arrears on his monthly assessment. At the discretion of the strata council the corporation may apply for judgement against any owner who is over six months in arrears of his monthly assessments.
- (7) All legal and administrative costs will be charged to the strata lot and shall be added to and become part of the assessment of the owner in the month following the date the costs were incurred.

2. Repair and maintenance of property by owner

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

3. Use of Property (see also Bylaws 28 and 34)

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person;
 - (b) causes unreasonable noise;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (d) is illegal;
 - (e) is for solely professional or commercial purposes; or
 - (f) 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, 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) Unless otherwise authorized by the council, all strata lots may not exceed the number of occupants:
 - (a) studio & one bedroom strata lots – no more than two occupants;
 - (b) one bedroom and den strata lots – no more than three occupants;
 - (c) two bedroom strata lots – no more than four occupants;
 - (d) two bedroom and den strata lot – no more than five occupants.

- (4) (A) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - (a) fish or other small aquarium animals that can be contained in a 20 gallon aquarium;
 - (b) up to 2 caged birds;
 - (c) up to 2 cats, or 2 dogs, or 1 cat and 1 dog

- (B) An owner, occupant or tenant shall register their pet with the strata corporation in writing, setting out the strata lot number and suite number, the name of the pet owner and contact numbers, the breed, colour and sex of the pet, and license number (when the pet is required to be licensed).

- (C) The owner shall notify the strata corporation that he or she has given the tenant permission to keep a pet as shown in bylaw 3(4)(A)(a) (b)(c) & (B).

- (D) Pets will not be permitted at any time on the interior common or limited common property unless the pet is clean and dry, leashed and/or under control of the owner of the pet or another responsible adult.

- (E) No owner, occupant or tenant shall permit his or her pet to urinate or defecate on the common property or limited common property. If this event occurs, the owner, occupant or tenant shall immediately and completely remove all of the pet waste and dispose of it in a sanitary manner.

- (F) Pets must be kept within the boundaries of a strata lot at all times except when being transported to and from the property.
 - (G) All visitors must be informed of the bylaw 3(4) and the owner, tenant or occupant will be held responsible for the behaviour of their guest and their pet.
 - (H) An owner, tenant or occupant whose pet, in the opinion of the council, becomes a nuisance whether on the strata lot, common property or limited common property will on written notice from the council, remove the pet creating the nuisance permanently within 30 days of the written decision of the council.
 - (I) The council may request the SPCA, or other appropriate agency, to remove any unaccompanied pet from the common property whether the pet is owned by an owner, occupant or tenant.
- (5) Climbing vines and other plants that grow directly onto or against the exterior of the building are prohibited. Free standing lattices may be used to control the growth of such plants, but they may not be affixed to the exterior of the building. In addition to fining an owner who contravenes this bylaw, or whose tenant does so, the strata council may remove, and repair any damage caused by the plant, lattice, etc., and charge the cost of the same to the owner.

5. Inform strata corporation

- (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

6. Obtain approval before altering a strata lot

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of the building;
 - (b) the exterior of the building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of the building;
 - (d) doors or windows on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio and/or balcony;
 - (f) common property located within the boundaries of the strata lot;
 - (g) those parts of the strata lot, which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1) but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.
- (3) The strata council shall have the authority to levy a fine of up to \$200 per seven days for any violation of Bylaw 6.1.

- (4) After receiving strata council approval an owner must give seven days written notice to owners above and below and on either side of their suite. The notice must include the specific hours and days that work will take place. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.
- (5) A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- (6) An owner must ensure that the delivery of any construction materials is through the parking lot and/or rear doors from lane and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby.
- (7) A resident must be responsible to ensure that drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and
- (8) An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the council at least five business days before the holiday date.
- (9)
 - (a) Floating hardwood floor, or glue down hardwood on approved cork substrate only.
 - (b) Underlay (sound deadening material) under the hardwood floor: if cork is chosen, it must be AT LEAST 6 millimeters thick, and possess a Sound Transmission Class (STC) rating of >50 and an Impact Insulation Classification (IIC) >60.
 - (c) Other underlay: The Sound Transmission Class (STC) must be >60 and the Impact Insulation Classification (IIC) must be >60. Underlay foam must be at least 6 mm thick.
 - (d) Council requires proof of purchase and the STC and IIC ratings for the above underlay.
 - (e) Ceramic tiles in hallways, living rooms, or bedroom floors must also be installed with sound deadening underlay material, and the details of this material must be submitted to council.
 - (f) In the event that the City of Vancouver raised the Sound Transmission Class (STC) and/or the Impact Insulation Classification (IIC) recommendations or requirements, the new City standard would be used as the standard except in situations where an owner is attempting to meet the existing hardwood flooring which has the original 6 mm cork underlay. In such cases, the strata council will study the situation and render a decision.

7. Obtain approval before altering common property

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property or common assets.
- (2) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) The strata council shall have the authority to levy a fine of up to \$200 per seven days for any violation of Bylaw 7(1).

8. Permit entry to strata lot

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
 - (b) at a reasonable time, on 48 hours written notice.
 - (i) to inspect, repair or maintain common property, common assets and any portion 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; or
 - (ii) to ensure compliance with the Act and the bylaws.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

9. Use and protection of decks, balconies and parking stalls

- (1) No carpets shall be on decks from October 1st to April 1st of the next year. An owner, occupant or tenant shall be responsible to ensure the deck surfaces under the carpet stay dry and do not affect the material of the deck.
- (2) No storage is permitted on decks, parking stalls or patios, except for seasonal furniture on patios and decks unless approved, in writing, by the strata council.
- (3) No flower boxes or containers that contribute to the deterioration of the wood surfaces may be kept on wooden decks or mounted on balcony railings, and/or fences.
- (4) No flower boxes or containers are allowed on balcony rails because of the safety hazard to patio owners below unless they are securely attached in a manner that is not damaging to the exterior of the building.
- (5) An occupant of a strata lot shall ensure that no water is permitted to overflow a balcony or deck of the strata lot when watering plants.

- (6) An occupant of a strata lot shall ensure that objects are not permitted to fall over a balcony or deck of the strata lot. "Objects" shall include water used to clean a balcony or deck.

10. Visitor Parking Restrictions

- (1) Residents are not allowed to park their vehicles in the Visitor Parking Areas.
- (2) A visitor may park in the Visitors' Parking Areas while they are visiting an owner or resident for a period of no longer than three (3) days; provided that the suite number being visited must be noted on a piece of paper on the dashboard clearly visible from the outside of the vehicle. After three (3) days, the vehicle may be subject to a warning and/or may be removed at the expense of the vehicle owner. Anyone requiring staying in excess of the three (3) day period is to seek approval of the strata council representative or the property manager. Permission may be granted for a stay to a maximum of fourteen days.
- (4) Vehicles may be towed without notice from the 20 Minute zones in the front of the buildings when the time limit is exceeded.
- (5) Hereafter, anyone violating the Parking Regulations will be warned subject to the following:
 - First Violation - Warning
 - Second Violation - Tow without notice and at the owner's expense

11. Move-in/Out Fee

All owners are subject to a fifty (\$50.00) dollars move-in/out fee due and payable to the strata corporation for any changes in occupancy within their strata lot. The strata corporation shall grant all owners one (1) free move-in/out for one (1) time a year. The fifty (\$50.00) dollars shall be collected on the first day of the month, and paid directly to the strata corporation. Any owners found to be in violation of this bylaw shall be subject to the applicable fines pursuant to the bylaws of the strata corporation and the Strata Property Act.

12. Additional Duties of owner

An owner shall:

- (a) permit the strata corporation and its agents, at all reasonable times on notice, except in case of emergency, when no notice is required, to enter his strata lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or common property, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the strata corporation, or for the purpose of ensuring that the bylaws are being observed;
- (b) 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, outgoings and assessments that may be payable in respect of his strata lot;

- (c) repair and maintain his strata lot, including doors, and areas allocated to his exclusive use, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;
- (d) use and enjoy the common property, common facilities or other assets of the strata corporation in a manner that will not unreasonably interfere with their use and enjoyment by other owners, their families or visitors;
- (e) not use his lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a lot, whether an owner or not, or his family;
- (f) notify the strata corporation promptly on any change of ownership or of any mortgage or other dealing in connection with his strata lot;
- (g) comply strictly with these bylaws, and all other bylaws of the strata corporation, and with rules and regulations adopted from time to time;
- (h) receive the written permission of the strata council before undertaking alterations to the exterior or structure of the strata lot, but permission shall not be unreasonably withheld;
- (i) endeavour to conserve and not cause any damage to the plumbing, electrical and other systems of the building and other parts of the common property;
- (j) use parking stalls only for the parking of licensed motor vehicles, motorcycles and/or trailers, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the strata council;
- (k) shall promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property as a result of any activity prohibited by bylaw 131(1)(w);
- (l) pay his monthly contribution to the administration expenses, common expenses, contingency reserves and other money payable monthly to the strata corporation from time to time on the first day of each month;
- (m) remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied before so depositing and the owner shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense; and
- (n) not alter or remove any carpeting or other floor covering from the floors of his strata lot without first obtaining the prior written approval of the strata council.

13. Duties of strata corporation

The strata corporation shall:

- (a) control, manage and administer the common property, common facilities or other assets of the corporation for the benefit of all owners;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, swimming pool and recreational facilities, if any, and other apparatus and equipment used in connection with the common property, common facilities or other assets of the corporation;
- (c) maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas, public halls and lobbies;
- (d) maintain and repair, including renewal where reasonably necessary, pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one strata lot or common property;
- (e) on the written request of an owner or mortgagee of a strata lot, produce to him or a person authorized in writing by him the insurance policies effected by the corporation and the receipts for the last premiums;
- (f) maintain and repair the exterior of the buildings, excluding windows, doors, balconies, and patios included in a strata lot, including the decorating of the whole of the exterior of the buildings;
- (g) collect and receive all contributions toward the common expenses paid by the owners and deposit the same with a savings institution;
- (h) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the corporation;

14. Powers of strata corporation

The strata corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common property, common facilities or other assets of the corporation;
- (b) borrow money required by it in the performance of its duties or the exercise of its powers;
- (c) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
- (d) invest as it may determine in separate accounts money in the fund for administrative expenses, or in the contingency reserve fund;

- (e) make an agreement with an owner or occupier of a strata lot for the provision of amenities or services by it to the strata lot or to the owner or occupier;
- (f) grant an owner the right to exclusive use and enjoyment of common property, or special privileges for them, the grant to be determinable on reasonable notice, unless the strata corporation by unanimous resolution otherwise resolves;
- (g) designate an area as limited common property and specify the strata lots that are to have the use of the limited common property;
- (h) make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the common property, common facilities or other assets of the corporation;
- (i) do all things necessary for the enforcement of the bylaws and the rules and regulations of the strata corporation, and for the control, management and administration of the common property, common facilities or other assets of the strata corporation, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the bylaws, rules or regulations;
- (j) subject to the Act, determine the levy for the contingency reserve fund which shall be not less than 10% of the total annual budget, until the reserve reaches amount required by Regulation 6.1;
- (k) join any organization serving the interests of strata corporations and assess the membership fee in the organization as part of the common expenses;
- (l) regulate the times and manner in which any moves into or out of strata lots may be made and require that such moves be co-ordinated with the strata property manager of the building at least 7 days in advance of such moves, or such lesser period as the strata council may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant or occupant, or any guest, employee, agent or invitee of the owner or his tenant or an occupant of the strata lot, to carry out, any move into or out of his strata lot otherwise than in accordance with such prior arrangements made with the strata property manager of the building, the owner will be subject to a fine;
- (m) in accordance with section 98(2)(a) of the Strata Property Act, authorize, without resolution of the strata corporation, expenditures of not more than \$1,000.00 cumulatively in the same fiscal year which was not set out in the annual budget of the strata corporation and approved by the owners at a general meeting; and

15. Strata council

- (1) The powers and duties of the strata corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata corporation.

- (2) The council shall be elected by and from among the owners and shall consist of not less than 3 or more than 7 members.
- (3) Where a strata lot is owned by more than one person, only one owner of the strata lot shall be a member of the council at any one time.
- (4) At each annual general meeting of the strata corporation all the members of the council shall retire from office and the strata corporation shall elect a new council. A retiring member of the council is eligible for re-election.

16. Vacancies, quorum, etc.

- (1) The strata corporation may, by resolution at a special general meeting, remove for cause a member of the council before expiry of his term of office and appoint another owner in his place, to hold office until the next annual general meeting.
- (2) A vacancy on the council may be filled by the remaining members of the council.
- (3) Quorum of the council is 2 where the council consists of 4 or less members, 3 where it consists of 5 or 6 members and 4 where it consists of 7 members.

17. Officers and meetings

- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council shall elect from among its members a president and vice president, who shall hold office until the conclusion of the next annual general meeting of the strata corporation or until their successors are elected or appointed.
- (2) The president of the council shall have a casting vote in addition to his original vote.
- (3) Where the president is absent from any meeting of the council, or vacates the chair during the course of a meeting, the vice president shall act as the president and have all the duties and powers of the chairman while so acting.
- (4) In the absence of both the president and the vice president, the members present shall from among themselves appoint a president for that meeting, who shall have all the duties and powers of the president while so acting.
- (5) At meetings of the council all matters shall be determined by simple majority vote.

18. Council Powers

The council may:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member gives the other members not less than 7 days' notice of a meeting proposed by him, specifying the reason for calling the meeting, unless the other members agree to waive the notice;

- (b) employ for and on behalf of the strata corporation agents and employees as it thinks proper for the control, management and administration of the common property, common facilities or other assets of the corporation and the exercise and performance of the powers and duties of the corporation; and
- (c) subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members, or to a member or committee of members of the strata corporation, or to its manager, those of its powers and duties it thinks proper, and at any time revoke a delegation.

19. Council duties

- (1) The council shall keep, in one location, or in the possession of one person, and shall make available on request to an owner or a person authorized by him:
 - (a) a copy of the Act;
 - (b) a copy of special or unanimous resolutions;
 - (c) a copy of all the legal agreements to which the corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licences, easements or rights of way;
 - (d) a register of the members of the council;
 - (e) a register of the strata lot owners, setting out the strata lot number, the name of the owner, the unit entitlement, the name and address of any mortgagee who has notified the strata corporation, the name of any tenant or lessee, and a notation of any assignment by the owner to the lessee;
 - (f) the annual budget for each year; and
 - (g) minutes of all general meetings and of all council meetings.
- (2) The council shall:
 - (a) keep minutes of its proceedings;
 - (b) cause minutes to be kept of general meetings;
 - (c) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure take place;
 - (d) prepare proper accounts relating to all money of the corporation, and the income and expenditure of it, for each annual general meeting; and
 - (e) on application of an owner or mortgagee, or a person authorized in writing by him, make the books of account available for inspection at all reasonable times.

- (3) All acts done in good faith by the council are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the council, as valid as if the member had been duly appointed or had duly continued in office.
- (4) A member of a strata council is not personally liable for an act done in good faith in carrying out his duties as a member of the council.

20. General meetings

- (1) Annual general meetings shall be held once in each year, and not more than 13 months shall elapse between one annual general meeting and the next.
- (2) General meetings other than the annual general meetings shall be called special general meetings.
- (3) The strata council may, whenever it thinks proper, and shall on a requisition in writing by owners or mortgagees of 25% of the strata lots, within 2 weeks after the requisition, convene special general meeting.
- (4) Seven days' notice of every general meeting specifying the place, date and hour of the meeting, and in case of special business the general nature of that business, shall be given to all owners and first mortgagees who have notified their interests to the strata corporation. Accidental omission to give notice to an owner or to a first mortgagee or failure to receive the notice by an owner does not invalidate proceedings at the meeting.
- (5) That if at the appointed time 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, entitled to vote, and those present in person and by proxy shall constitute a quorum for the conduct of the business for Strata Plan LMS-3170.

21. Procedure

- (1) All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the strata council, or at a special general meeting.
- (2) Save as in these bylaws otherwise provided, business shall not be transacted at a general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.
- (3) One third of the persons entitled to vote present in person or by proxy constitutes a quorum.
- (4) The president of the council shall be the chairman of all general meetings. In his absence from the meeting or in case he vacates the chair, the vice president of the council shall act as chairman. In other cases, the meeting shall appoint a chairman.

- (5) The order of business at general meetings, and as far as is appropriate for special general meetings, shall be
 - (a) electing the chairman of the meeting, if necessary;
 - (b) calling the roll, certifying proxies and issuing a voting card for each strata lot represented at the meeting;
 - (c) filing proof of notice of meeting or waiver of notice;
 - (d) reading and disposing of any unapproved minutes;
 - (e) receiving reports of committees;
 - (f) considering the accounts;
 - (g) unfinished business;
 - (h) ratify any new rules;
 - (i) report on insurance coverage;
 - (j) approve budget;
 - (k) new business;
 - (l) electing a strata council, if necessary; and
 - (m) adjournment.

22. Voting at meetings

- (1) At a general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is requested by an owner present in person or by proxy. A request for a poll may be withdrawn.
- (2) Unless a poll is requested, a declaration by the chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- (3) A poll, if demanded, shall be taken in whatever manner the chairman thinks proper, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was requested.
- (4) In the case of equality in the votes, whether on a show of hands or on a poll, the chairman of the meeting is entitled to a casting vote in addition to his original vote.
- (5) On a show of hands, an owner shall indicate his vote by showing his voting card. On a show of hands or on a poll, votes may be given either personally or by proxy.
- (6) Except in cases where, under the Act, a unanimous resolution is required, an owner is not entitled to vote at a general meeting unless all contributions payable for his strata lot have been paid.
- (7) Where owners are entitled to successive interests in a lot, the owner entitled to the first interest is alone entitled to vote whether on a show of hands or a poll.
- (8) An owner who is a trustee is entitled to exercise the vote for the lot. The persons beneficially interested may not vote.

23. Proxies

- (1) An instrument appointing a proxy shall be in writing signed by the appointer or his attorney, and may be either general or for a particular meeting.
- (2) A proxy need not be an owner.
- (3) Notwithstanding the provisions of these bylaws on appointment of a proxy, where the owner's interest is subject to a registered mortgage and where the mortgage provides that the power of vote conferred on an owner under the Act may be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his presence at the calling of the roll and he, rather than the owner, shall be issued a voting card.

24. Violation of bylaws

- (1) An infraction or violation of these bylaws or any rules and regulations established under them on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the strata corporation. Any costs or expense so incurred by the corporation shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the costs or expense are incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of payment of the monthly assessment.
- (2) Any costs or expenses so incurred by the corporation, including but not limited to the full cost in repairing any damage to the plumbing, electrical and other systems of the building or other parts of the common property caused by the owner, his employees, agents, invitees or tenants, shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the costs or expenses are incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of payment of the monthly assessment.
- (3) Maximum Fine
 - (1) Except as set out in bylaw 1(5), the strata corporation may fine an owner or tenant a maximum of
 - (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.
 - (2) Continuing contravention

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.

- (4) Additional assessments, fines authorized by these bylaws, banking charges, filings costs, legal expenses interest charges and any other expenses incurred by the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the strata council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following. In addition, where any claim has been made against the insurance policy of the strata corporation as a result of the violation of any of these bylaws or any rule or regulation which may be established from time to time by the strata council pursuant to the Act or these bylaws, by any owner or any occupant, guest, employee, agent or invitee of such owner or occupant, a sum equal to the amount of the deductible charged by the insurer of the strata corporation as a result of the claim shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following.
- (5) An owner assessed or fined under these bylaws may appeal such assessment, fine or any other charge by giving notice in writing of such appeal to the strata council within 15 days after notice of the assessment or fine is given to the owner. The appeal shall be heard at a meeting of the strata council and the owner shall receive notice and have the right to appear before and be heard by the strata council at such meeting, in accordance with procedures which may be established by the strata council.

25. Common expenses

- (1) The strata lot owner's contribution to the common expenses of the strata corporation shall be levied in accordance with this bylaw.
- (2) Where a strata plan consists of more than one type of strata lot, the common expenses shall be apportioned in the following manner:
 - (a) common expenses attributable to one or more type of strata lot shall be allocated to that type of strata lot and shall be borne by the owners of that type of strata lot in the proportion that the unit entitlement of that strata lot bears to the aggregate unit entitlement of all types of strata lots concerned;
 - (b) common expenses not attributable to a particular type or types of strata lot shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit entitlement of their strata lots.
- (3) Where a strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property shall be borne by the owners of the strata lots entitled to use the limited common property in proportion to the unit entitlement of their strata lots.
- (4) The owner developer shall cause to be prepared an interim budget of anticipated common expenses for the first 9 month period following registration of the strata plan, and the budget shall be delivered to each purchaser.

- (5) For the period from the date on which the strata plan is registered until the earlier of the date on which the first strata lot is occupied, or the date on which the first strata lot is conveyed to a purchaser, the owner developer shall pay the actual common expenses.
- (6) For the period from the earlier of the date on which the first strata lot is occupied, or the date on which the first strata lot is conveyed to a purchaser until the first annual budget is approved at the first annual general meeting, the owners, including the owner developer, shall pay to the strata corporation their proportionate share of the estimated monthly common expenses in accordance with the interim budget prepared under subsection (4).
- (7) If the actual common expenses during the period referred to in subsection (6) exceed the estimated common expenses for that period, the owner developer shall pay the excess.
- (8) At the first annual general meeting, the strata corporation shall cause to be prepared a budget for a period commencing on the date of the first annual general meeting and ending on the first anniversary of the last day of the month during which the first annual general meeting is held. After that, all owners, including the owner developer, shall, subject to subsections (2) and (3), pay a monthly assessment based on that budget determined in accordance with their unit entitlements.
- (9) Where, at the first annual general meeting, the budget shows that the estimated common expenses as shown on the interim budget exceeded the actual common expenses, the owners, including the owner developer, shall receive from the strata corporation a rebate of their contribution to the common expenses, based on the unit entitlement of the strata lots for which their contribution was paid, and the period of time during which their contribution was paid.
- (10) At each annual general meeting subsequent to the first annual general meeting, the strata corporation shall prepare an annual budget for the following 12 month period and, after that, all owners shall, subject to subsections (2) and (3) pay a monthly assessment in accordance with their unit entitlement.

26. Notices

- (1) Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under the Act or under these bylaws shall be well and sufficiently given if mailed to the owner at the address of his strata lot and if left with him or some adult person at that address.
- (2) A notice given by post shall be deemed to have been given 4 days after it is posted.
- (3) An owner may at any time in writing advise the corporation of a change of address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the giving of notices.
- (4) The word "notice" shall include any request, statement or other writing required or permitted to be given by the strata corporation to the owner of the strata lot.

27. Corporate common seal

The strata corporation shall have a common seal, which shall not be used except by authority of the council previously given and in the presence of the members of the strata council or at least two members of it, who shall sign every instrument to which the seal is affixed. Where there is only one member of the strata corporation, his signature is sufficient for the purpose of this section, and, if the only member is a corporation, the signature of the appointed representative on the strata council shall be sufficient for the purpose of this section.

28. Prohibitions (see also Bylaw 3)

- (1) An owner shall not:
- (a) use his strata lot for any purpose which may be illegal or injurious to the reputation of the building;
 - (b) make undue noise in or about any strata lot or common property;
 - (c) keep, or permit any occupant of his strata lot, or a guest of the owner or occupant, to keep, any animals or pets of any kind in his strata lot or on or about the common property, which includes the outside grounds of the strata plan, except in accordance with these bylaws and any rules and regulations established by the strata council from time to time;
 - (d) use, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property (other than established storage lockers) for storage, without the written consent of the strata council;
 - (e) make, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to make, undue noise in or about any strata lot or common property or to do anything which will interfere unreasonably with any other owner or occupant;
 - (f) use, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to 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 an unreasonable disturbance or unreasonably interferes with the comfort of any other owner or occupant;
 - (g) obstruct or use, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to obstruct or use, the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
 - (h) leave, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to leave, on the common property, any shopping cart or any other item as directed from time to time by the strata council;

- (i) use, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other like cooking devices shall not be used except in accordance with rules and regulations made by the strata corporation from time to time;
- (j) shake, or permit any occupant of his strata lot, or any guest, employee, agent or invitee of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;
- (k) do, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (l) permit a condition to exist within his strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (m) allow his strata lot to become unsanitary or a source of odour;
- (n) feed, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property, but this shall not apply to a pet permitted to be kept in his strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet shall be fed only in his strata lot;
- (o) install, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his strata lot except ones which are white or the same colour as those of the original building specification;
- (p) hang or display, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, patios, balconies or other parts of the building so that they are visible from the outside of the building;
- (q) use or install, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to use or install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, hard surface flooring, except those installations approved in writing by the strata council;

- (r) erect on or fasten to, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the strata lot any television or radio antenna or similar structure or appurtenance thereto;
- (s) place, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of his strata lot provided that this bylaw shall not restrict the owner-developer from any marketing activities in respect of any strata lots owned by the owner-developer;
- (t) do, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to do, any act, nor alter, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to alter, his strata lot, in any manner, which in the opinion of the strata council will alter the exterior appearance of the building;
- (u) place, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to place, any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, planter boxes properly and securely fastened to railings, summer furniture and accessories and indoor-outdoor carpeting nor install, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any articles of a hanging nature within three feet of a balcony railing line;
- (v) use, or permit any occupant of his strata lot to use, any parking space in the building or on the common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
- (w) carry out, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property, except in the case of emergency;
- (x) rent or lease the parking space assigned by the strata corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident, tenant or occupant of the building;
- (y) park, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property;

- (z) do, or permit any occupant of his strata lot or any guest, employee, agent or invitees of the owner or occupant to do, anything to damage common property, common facilities or other assets of the strata corporation; or
 - (aa) give, or permit any occupant of his strata lot to give, any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an occupant or guest of the strata lot permitted by these bylaws.
- (2) When the purpose for which a strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner shall not use his strata lot for any other purpose, or permit it to be so used.
 - (3) Owners/visitors are not permitted to smoke in common or limited common areas (i.e. balconies).

29. Promotion

During the time that the owner developer of the strata corporation is the first owner of any units, he shall have the right to maintain any unit or units, whether owned or leased by him, as a display unit, and to carry on all sales functions, including, without limitation, placing and displaying of signs, the advertising and holding of special promotions and open houses and other marketing events, he considers necessary in order to enable him to sell the units or any residential units constructed or to be constructed on the lands comprising the development known as SOLO-DUO-TREO of which the building forms a part.

30. Consents

Any consent, approval or permission given under these bylaws by the strata council shall be revocable at any time upon reasonable notice.

31. Rentals

- (1) Before a tenant may move into any strata lot, the owner shall deliver or cause to be delivered to the strata corporation a Form K – Notice of Tenant Responsibilities, in the form set out in the Act, signed by the tenant.
- (2) An owner shall advise the strata council in writing of the time and date that any tenant intends to move in or out of a strata lot, at least seven (7) days in advance and shall make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 117(1).

32. Selling of strata lots

- (1) An owner, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose, to a maximum of six such signs at any one time.

- (2) An owner, when selling his strata lot, will not hold or permit to be held, any public open house except in the manner prescribed by the strata council. One agent open house will be allowed per listing. Unless the strata council otherwise prescribes, all showings must be by appointment only. Provided, always, that this bylaw shall not restrict the owner-developer from any marketing activities in respect of any strata lots owned by the owner-developer.

33. Bicycles

- (1) The owner of each strata lot will be entitled to the use of one bicycle storage space within one of the secured areas on the P1 level of the parking facility for the development designated for that purpose, free of charge (but this will not prohibit the imposition of reasonable refundable security deposits for the issuance of keys and security passes). The strata council will, subject to the provisions of the Act, be responsible for the orderly administration of the use of bicycle storage space to each owner. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated bicycle storage spaces, including charging fees to users if approved by resolution of the strata corporation.
- (2) Owners may store their bicycles in the areas provided on the parking levels.
- (3) Bicycles should be locked to the stands provided for security reasons.
- (4) Bicycles must be dry and carried through the residential areas.
- (5) Damage to the common property caused by the bicycles will be repaired and charged to the account of the owner.

34. Common Facilities and Easement Areas

- (1) Each owner will comply with, and will cause any occupant of his strata lot and any guest, employee, agent or invitee of the owner or occupant to comply with, the rules and regulations from time to time established by the strata council which govern the use and enjoyment of the common property, the terms of any easement which is for the benefit of the strata corporation and any rules and regulations made pursuant to any such easement. Postings of any such rules and regulations will constitute sufficient notice to all such persons.
- (2) Except as otherwise permitted pursuant to an easement that governs the common property, all common facilities are for the use of the owners, occupants and their accompanying guests only.

35. Risk

Any owner, occupant of a strata lot or guest, employee, agent or invitee of any owner or occupant, who leaves any item anywhere on or in the common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

36. Renovations and Other Work

- (1) Owners must obtain the written approval of the Strata Corporation at least 7 days in advance of any renovation within their strata lot that does not require a city permit, and such consent shall not be unreasonably withheld. A renovation or alteration requiring approval includes but is not limited to any replacement of current fixtures, countertops, cabinets or flooring or similar work. The renovation work shall be subject always to any other bylaws of the corporation.
- (2) Owners must obtain the written approval of the Strata Corporation at least 7 days in advance of any work within their strata lot that requires a city permit, and such consent shall not be unreasonably withheld if the owner has obtained any required permits and they are current and valid. Examples of work requiring a permit includes but is not limited to replacement of gas fixtures, removal or construction of interior walls and/or partitions, relocating gas, electrical plumbing or drainage lines, vents and ducts or similar work. It is the owner's sole responsibility to obtain all required permits, and such permits shall be presented to the Strata Corporation on request. The work shall be subject always to any other bylaws of the corporation.
- (3) Painting of interior of a suite and/or the replacement of suite door locks do not require prior approval of the Strata Corporation, subject always to any other bylaws of the corporation.
- (4) No renovation of limited common property such as balconies or patios is permitted under any circumstances, excepting work undertaken by the Strata Corporation.
- (5) After receiving strata council approval an owner must give seven days written notice to owners above and below and on either side of their suite. The notice must include the specific hours and days that work will take place. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.
- (6) A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- (7) An owner must ensure that the delivery of any construction materials is through the parking lot and/or rear door if possible and if in elevator, the owner must ensure the elevator is protected with proper walls and floor covering.
- (8) A resident must be responsible to ensure that drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping.

- (9) An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m. Monday to Friday and 10:00 a.m. to 5:00 p.m. Saturday, Sundays or statutory holidays to perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the council at least five business days before the date.
- (10) An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- (11) An owner who alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

37. Noise

An owner, tenant or occupant must not:

- (a) *use a strata lot or common property for any purpose which involves undue traffic, loitering or noise in or about the strata lot or common property between the hours of 11:00 pm and 8:00 am.*

38. Duty to Indemnify Strata Corporation

An owner shall indemnify and save harmless the strata corporation from the expenses of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

39. Speed Limit

A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 8 km/hour.