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BT079928

**RESOLUTION**  
of  
**THE OWNERS, STRATA PLAN VR 1934**  
(designating limited common property for Suite 1002 (strata lot 36)  
pursuant to section 74 of the Strata Property Act, S.B.C. 1998, c. 43)

**BE IT RESOLVED THAT** The Owners, Strata Plan VR 1934 approve the addition of an outdoor deck on the existing roof for the exclusive use of unit #1002. Access to the new deck will be by way of a patio door to be installed in the existing wall. A perimeter wall surrounding the new deck will continue from the existing roof wall and it will enclose the deck area completely. The Strata Owner shall compensate the Strata Corporation with any increase in appraised value to unit #1002 with the addition of the new deck. The value will be established by an independent professional appraiser. The cost of the installation and construction of the new deck shall be borne by the Owner of unit #1002, but partially off-set by the non-installation of a fireplace chimney which is for the exclusive use of unit #1002. The fireplace has been removed and is non-existent. (The chimney has been removed for the building restoration project.) The new deck would then be designated limited common property in conjunction with all the other decks and balconies in the building. (Carried unanimously)

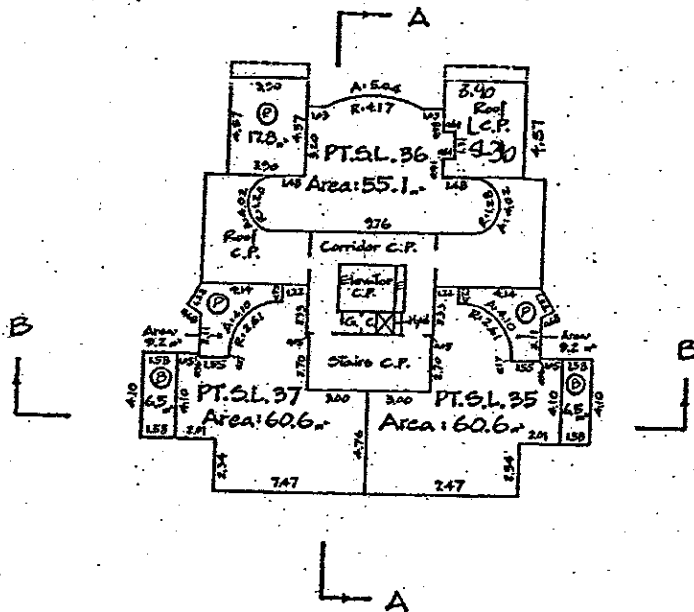
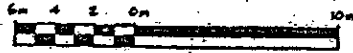
The above resolution was duly passed by a 3/4 vote at a special general meeting of The Owners, Strata Plan VR 1934 held on July 24, 2001.

*James Smart*  
Strata Council Member

*Suite 901*

*R. W. Thomas*  
Strata Council Member

*Suite 205*

STRATA PLAN VR 7934TENTH FLOORStrata Lots 35 to 37 InclusiveScale : 1 : 200LEGEND

- P.T.S.L. denotes Part of strata lot.  
 C.P. denotes common property.  
 m² denotes square metres.  
 ☒ denotes duct space, common property.  
 ⊙ denotes Ratio, limited common property for use of adjacent strata lot unless otherwise stated.  
 ⊗ denotes Balcony, limited common property for use of adjacent strata lot unless otherwise stated.  
 G.C. denotes garbage chute, common property.  
 Hyd. denotes hydrant closet, common property.  
 E. denotes electrical closet, common property.

D. J. M.

June 15, 1987

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GC 15501

RECEIVED  
LAND TITLE OFFICE  
VANCOUVER

FORM 9

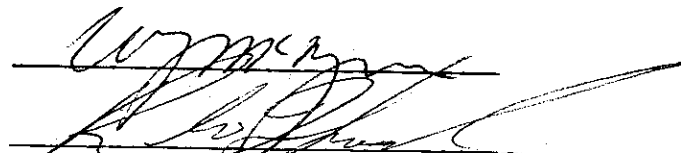
NOTIFICATION OF CHANGE OF BY-LAWS

(Section 28 (2))

The Owners, Strata Plan No. V.R. 1934 (a Strata Corporation) hereby certifies that by Special Resolution duly passed on the 25th day of July, 1989, the By-Laws of the First or Second Schedule (as the case may be) to the Act, as they applied to the said Strata Corporation, were added to, amended, or repealed, as follows:

That the Bylaws of the Strata Corporation, Strata Plan V.R. 1934, be amended to include the Bylaws 23, 24, 25 and 26 attached hereto

The Common Seal of The Owners, Strata Plan No. V.R. 1934, was hereunto affixed this 26 day of Sept, 1989, in the presence of:

  
(Members of Council)

**VR 1934 - WESTVIEW PLACE**

**BY-LAWS**

**BY-LAW 1 : DUTIES OF OWNER**

**An Owner shall:**

- 1.1 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;
- 1.2 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;
- 1.3 repair and maintain his strata lot, including windows and 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;
- 1.4 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;
- 1.4 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;
- 1.6 notify the Strata Corporation promptly on any change of ownership or of any mortgage or other dealing in connection with his strata lot;
- 1.7 comply strictly with these bylaws, and all other bylaws of the Strata Corporation, and with rules and regulations adopted from time to time; and
- 1.8 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.

**BY-LAW 2 : DUTIES OF STRATA CORPORATION**

**The Strata Corporation shall:**

- 2.1 control, manage and administer the common property, common facilities or other assets of the Corporation for the benefit of all owners;
- 2.2 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;
- 2.3 maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas, public halls and lobbies;
- 2.4 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;
- 2.5 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;
- 2.6 maintain the 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;
- 2.7 collect and receive all contributions toward the common expenses paid by the owners and deposit the same with a savings institution; and
- 2.8 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.

### **BY-LAW 3 : POWERS OF STRATA CORPORATION**

#### **The Strata Corporation may:**

- 3.1 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;
- 3.2 borrow money required by it in the performance of its duties or the exercise of its powers;
- 3.3 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;
- 3.4 invest as it may determine in separate accounts money in the fund for administrative expenses, or in the contingency reserve fund;

- 3.5 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;
- 3.6 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;
- 3.7 designate an area as limited common property and specify the strata lots that are to have the use of the limited common property;
- 3.8 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;
- 3.9 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;
- 3.10 subject to this Act, determine the levy for the contingency reserve fund which shall be not less than 5% of the total annual budget, until the reserve reaches an amount that the Strata Council considers sufficient having regard to the type of buildings in the strata plan, and thereafter raise further amounts of replacements of funds from time to time and over a period of time as the Strata Council thinks fit; and
- 3.11 join any organization serving the interests of Strata Corporations and assess the membership fee in the organization as part of the common expenses.

#### **BY-LAW 4 : STRATA COUNCIL**

- 4.1 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.
- 4.2 The owner developer shall exercise the powers and duties of the Strata Council until a Council is elected by the owners.
- 4.3 A Council shall be elected at the first annual general meeting of the owners called by the owner developer under Section 123(1).
- 4.4 The Council shall be elected by and from among the owners and shall consist of not less than 3 or more than 7 members, except as provided in Section 89. Where there are less than 4 strata lots, or less than 4 owners, the Council shall consist of all owners.
- 4.5 Except where the Council consists of all owners, 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.

- 4.6 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.

**BY-LAW 5 : VACANCIES, QUORUM, ETC.**

- 5.1 Except where the Council consists of all owners, the Strata Corporation may, by resolution at an extraordinary 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.
- 5.2 A vacancy on the Council may be filled by the remaining members of the Council.
- 5.3 Except where there is only one owner, a 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.

**BY-LAW 6 : OFFICERS AND MEETINGS**

- 6.1 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 chairman and vice chairman, 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.
- 6.2 The chairman of the Council shall have a casting vote in addition to his original vote.
- 6.3 Where the chairman is absent from any meeting of the Council, or vacates the chair during the course of a meeting, the vice chairman shall act as the chairman and have all the duties and powers of the chairman while so acting.
- 6.4 In the absence of both the chairman and the vice chairman, the members present shall from among themselves appoint a chairman for that meeting, who shall have all the duties and powers of the chairman while so acting.
- 6.5 At meetings of the Council all matters shall be determined by simple majority vote.

**BY-LAW 7 : COUNCIL POWERS**

**The Council may:**

- 7.1 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:

- 7.2 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
- 7.3 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 as it thinks proper, and at any time revoke a delegation.

#### **BY-LAW 8 : COUNCIL DUTIES**

8.1 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 this Act and of changes in the By-Laws under Part 5;
- 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, licenses, 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.

8.2 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.
- 8.3 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.
- 8.4 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.

#### **BY-LAW 9 : GENERAL MEETINGS**

- 9.1 The first annual general meeting shall be called by the owner developer and the meeting shall be held on the earlier of the date on which 60% of the strata lots have been conveyed by him, or a date 9 months after the registration of the strata plan.
- 9.2 Subsequent 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.
- 9.3 General meetings other than the annual general meetings shall be called extraordinary general meetings.
- 9.4 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 an extraordinary general meeting.
- 9.5 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.

#### **BY-LAW 10 : PROCEDURE**

- 10.1 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 an extraordinary general meeting.
- 10.2 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.

- 10.3 One third of the persons entitled to vote present in person or by proxy constitutes a quorum.
- 10.4 If within  $\frac{1}{2}$  hour from the time appointed for a general meeting a quorum is not present, the meeting stands adjourned to the same day in the next week at the same place and time. If at the adjourned meeting a quorum is not present within  $\frac{1}{2}$  hour from the time appointed for the meeting, the persons entitled to vote present constitute a quorum.
- 10.5 The chairman 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 chairman of the Council shall act as chairman. In other cases, the meeting shall appoint a chairman.
- 10.6 The order of business at general meetings, and as far as is appropriate for extraordinary 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) electing a Strata Council, if necessary;
  - h) unfinished business;
  - i) new business; and
  - j) adjournment.

#### **BY-LAW II : VOTING AT MEETINGS**

- 11.1 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.
- 11.2 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.

- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 Except in cases where, under this 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.
- 11.7 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.
- 11.8 An owner who is a trustee is entitled to exercise the vote for the lot. The persons beneficially interested may not vote.

#### **BY-LAW 12 : PROXIES**

- 12.1 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.
- 12.2 A proxy need not be an owner.
- 12.3 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 this 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.

#### **BY-LAW 13 : VIOLATION OF BY-LAWS**

- 13.1 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.

- 13.2 The Strata Corporation may recover from an owner by an action for debt in a court of competent jurisdiction money which the Strata Corporation is required to expend as a result of an act or omission by the owner, his employees, agents, invitees or tenants, or an infraction or violation of these bylaws or any rules or regulations established under them.

#### **BY-LAW 14 : COMMON EXPENSES**

- 14.1 The strata lot owner's contribution to the common expenses of the Strata Corporation shall be levied in accordance with this bylaw.
- 14.2 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 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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 14.4.
- 14.7 If the actual common expenses during the period referred to in subsection 14.6 exceed the estimated common expenses for that period, the owner developer shall pay the excess.

- 14.8 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 14.2 and 14.3, pay a monthly assessment based on that budget determined in accordance with their unit entitlement.
- 14.9 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.
- 14.10 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 14.2 and 14.3, pay a monthly assessment in accordance with their unit entitlement.

#### **BY-LAW 15 : NOTICES**

- 15.1 Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under this 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.
- 15.2 A notice given by post shall be deemed to have been given 48 hours after it is posted.
- 15.3 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.
- 15.4 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.

#### **BY-LAW 16 : 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.

**BY-LAW 17 : PROHIBITIONS**

**17.1 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; or
- c) keep any animals on his strata lot or the common property after notice in that behalf from the Council.

**17.2** 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.

**BY-LAW 18 : 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 he considers necessary in order to enable him to sell the units.

**BY-LAW 19 - PETS/ANIMALS**

- 19.1** An owner shall not keep animals, livestock, fowl, or pets of any kind, except tropical fish and small caged birds, in the strata lot or on common property.
- 19.2** Any resident who has a pet on the date this resolution is passed (June 21, 1988) will be allowed to keep the pet until the death of the pet, at which time the pet will not be allowed to be replaced.
- 19.3** All pets in residence as of June 21, 1988 are to be registered with the Strata Corporation (i.e. description, name, suite number).
- 19.4** Pets not under control of the owners shall not be permitted at any time within the boundaries of the Strata Corporation.
- 19.5** Pets not under the control of the owner found in the building, or on the common property, will be delivered to the Municipal Pound at the pet owner's cost, and a fine of Twenty-Five Dollars (\$25.00) will be assessed against the owner of the pet.
- 19.6** All visitors to the building are to be informed of the Rules governing pets and the residents will be responsible for the behaviour of their guests and their pets.

- 19.7 Any resident who keeps a pet which proves to be a nuisance, whether on the strata lot or common property, will be ordered by the Strata Council to remove the animal permanently from the premises. Any owner who fails to comply within seven (7) days of receiving written notice from the Strata Council will be fined Fifty Dollars (\$50.00) per month, or portion thereof, during which the offending pet continues to occupy the premises.
- 19.8 All pets when on common property must be on a leash or lead not to exceed six feet (6') in length, or carried.
- 19.9 No exotic pets or large members of the cat family are permitted.
- 19.10 There shall be no feeding of birds from balconies.

#### **BY-LAW 20 : MOVING CHARGE**

- 20.1 A non-refundable moving charge in the amount of Fifty Dollars (\$50.00) will be assessed against each strata lot at the commencement of each new occupancy, whether by tenant or owner.
- 20.2 If a change in occupancy occurs, whether by tenant or owner, within a 90 day period immediately following the preceding change in occupancy, the non-refundable moving charge shall be Three Hundred Dollars (\$300.00).

#### **BY-LAW 21 : MAINTENANCE PAYMENTS**

- 21.1 Monthly maintenance payments are due and payable on the first day of each month. Maintenance fees not received by the 15th day of the month in question shall be subject to a Twenty-Five Dollar (\$25.00) penalty. Payment plus penalty not received by the 15th day of the following month, and each month thereafter, shall be subject to an additional Twenty-Five Dollar (\$25.00) penalty. At the end of a 45 day period, a Lien shall be placed on the strata lot involved at the owner's expense for the total monies due.

#### **BY-LAW 22 : WINDOW COVERINGS**

- 22.1 An owner shall not erect or hang any window covering or drape on the inside of any window or door of a strata lot, the limited common property or common property, the outside face of which is not coloured pastel, and shall not erect or hang over or outside any window or door of a strata lot or on the limited common property or common property, awnings, shades, aluminum foil, or screens without the prior written approval of the Council.

#### **BY-LAW 23 : DAMAGE TO PROPERTY**

- 23.1 No owner shall be entitled to claim any compensation from the Strata Corporation for any loss or damage to the property or person of the owner arising from any defect or want of repair of the common property or any part thereof, unless such loss or damage resulted from the negligent act or omission on the part of the Strata Corporation, its employees or agents.
- 23.2 The Strata Council shall not be responsible to an owner for any loss, damage or expense caused by an overflow or leakage of water from any adjoining buildings or by the breaking or bursting of any pipes or plumbing fixtures, or in any other manner whatsoever, unless such damage shall result from the negligent act or omission on the part of the Strata Corporation, its servants or agents.
- 23.3 Where the Strata Corporation is required to enter a strata lot for the purpose of 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 the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.
- 23.4 An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair 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 or their 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.
- 23.5 An owner shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally.

#### **BYLAW 24 : PROPERTY INSURANCE**

- 24.1 The Strata Corporation is hereby authorized and empowered to design, arrange and bring into effect an expanded insurance program (hereinafter called the "Insurance Program") for the purposes of insuring and sharing the risk of loss to the assets of the Strata Corporation and certain assets of the individual owners and to include the following purposes:
- (a) carrying out the duties of the Strata Corporation under Section 54 and the insurance-related provisions of the Act;
  - (b) insuring on behalf of the owners certain fixtures and chattels owned by the owners either individually or by more than one owner; and



- (c) self-insuring and risk-sharing by all the owners of the deductible portion of any insurance obtained by the Strata Corporation pursuant to these Insurance Program Bylaws.

24.2 In connection with the Insurance Program, the Strata Corporation shall have the following authority and powers:

- (a) to obtain and maintain insurance on behalf of the owners for property owned by one or more owners as authorized by special resolution of the Strata Corporation in accordance with section 4 of these Insurance Program Bylaws to such properties' replacement value against fire and other perils as are usually the subject of insurance in respect of such property; however, no such special resolution shall be necessary with respect to property the Strata Corporation is obliged to insure under Section 54 of the Act;
- (b) to cause the owners to self-insure and otherwise share the deductible of any insurance obtained and maintained by the Strata Corporation pursuant to the Act or these Insurance Program Bylaws in the proportion that the Unit Entitlement of each strata lot bears to the aggregate Unit Entitlement of all the strata lots or such other cost sharing basis as is deemed by the Strata Corporation in its sole discretion to be fair and equitable;
- (c) to cause the owner or the owners of the property being the subject matter of the deductible portion of the insurance or otherwise receiving a direct benefit from the Insurance Program to bear a portion of such deductible; such portion to be decided by the Strata Corporation in its sole discretion and to be made part of the Insurance Program;
- (d) to provide self-insurance or risk sharing by all the owners for loss or damage to property within the Insurance Program within the limit of the deductible as a result of perils not otherwise covered by insurance obtained by the Strata Corporation on terms and condition as decided by the Strata Corporation in its sole discretion;
- (e) to repair, maintain and replace losses to property within the deductible portion of any insurance obtained by the Strata Corporation, all in accordance with the Insurance Program;
- (f) to establish and maintain a plan for settling claims as against the Insurance Program for losses within the deductible portion of the insurance;
- (g) to engage and retain such expert consultants as are deemed necessary in order to implement the Insurance Program and to administer the program;
- (h) to use the contingency reserves to repair or replace property covered under the Insurance Program or for any other purposes contemplated by the Insurance Program Bylaws, notwithstanding Section 49 of the Act or its annual budget;
- (i) to raise funds by way of special assessment to the owners or by borrowing from a financial institution in order to replace funds used from the contingency reserves, to repair or replace property covered under the

Insurance Program or for any other purposes contemplated by the Insurance Program Bylaws, notwithstanding Section 49 of the Act or the annual budget;

- (j) to enter any strata lot by way of its agents, including contractors, at all reasonable times on notice, except in case of emergency where no notice is required, to view and inspect the strata lot, common property and other insured property for purposes of settling claims and repairing and replacing loss or damage to any and all insured property; and
- (k) to enforce and collect all costs under the Insurance Program including, but not limited to, insurance premiums, deductible costs, portion of the deductible to be paid by the owner of the property, borrowing costs including interest and principal payments, and administrative costs in the same manner and, subject to the special powers of the Strata Corporation under these Insurance Program Bylaws, to the same extent that common expenses levied under the Act and the Bylaws of the Strata Corporation may be collected from the owners.

- 24.3 All property currently insured by the Strata Corporation pursuant to the Act and the Bylaws shall be covered under the Insurance Program as arranged and implemented by the Strata Corporation.
- 24.4 Any property which the Strata Corporation does not have an insurable interest in and is owned by an owner or owners of the Strata Corporation may be included within the Insurance Program so long as the owners agree by a special resolution of the Strata Corporation to include such property. Once such property is included in the Insurance Program, it may not be removed from the Insurance Program without a Special Resolution of the Strata Corporation.
- 24.5 Records of the Insurance Program shall be open for review and inspection by any owner, at all reasonable times, including copies of policies of insurance obtained by the Strata Corporation and the particulars and details with respect to the terms and conditions of the self-insurance portion of the Insurance Program.
- 24.6 Excepting the insurance the Strata Corporation is obliged to obtain and maintain in accordance with Section 54 of the Act and the other provisions of the Act relating to insurance, the Strata Corporation is not obliged to put into effect the Insurance Program described in these particular bylaws, and may, as the Strata Corporation so decides, bring into effect only a part of the Insurance Program.
- 24.7 With the exception of the portion (if any) of the deductible of any insurance arranged by the Strata Corporation to be paid by the owner of the property receiving the benefit of such insurance or self-insurance (in the case of a claim not exceeding the deductible), the general intent of the Insurance Program, apart from commercial insurance, is to offer a form of no-fault self-insurance to the owners.
- 24.8 The Strata Corporation at a general meeting of the owners may appoint an insurance committee (the "Insurance Committee") to exercise and perform

the powers and duties of the Strata Corporation under these Insurance Program Bylaws and the Act. Upon such appointment, the Strata Council shall cease to exercise such powers and duties.

- 24.9 Until the Insurance Committee is appointed by the Strata Corporation, the Strata Council shall be the Insurance Committee.
- 24.10 The minimum number of members of the Insurance Committee shall be no less than the Strata Council. The chairman of the Insurance Committee shall be a member of the Strata Council and shall be appointed at the general meeting of the Strata Corporation. Any member of Strata Council may be a member of the Insurance Committee. Up to two (2) members of the Insurance Committee may be non-owners of strata lots; the remainder must be owners of strata lots. The chairman shall have the right to appoint members of the Insurance Committee not appointed at a general meeting of the Strata Corporation and to fill vacancies.
- 24.11 The Insurance Committee shall conduct its business, regulate its meetings and maintain records in the same manner as the Strata Council. The Insurance Committee takes its direction from the Strata Corporation at a general meeting, but shall report quarterly to the Strata Council and at each annual general meeting.
- 24.12 A member of the Insurance Committee is not personally liable for an act done in good faith in carrying out his duties as a member of the committee.
- 24.13 The owners agree to comply strictly with these Insurance Program Bylaws and the terms and conditions of the Insurance Program established by the Strata Corporation including changes and variations to the program.

#### **BY-LAW 25 : PARKING**

- 25.1 Only vehicles with current liability insurance in force shall be allowed in the parking areas, except with special permission of the Strata Corporation. Parking of vehicles other than those owned or leased by a resident or their house guests is prohibited.
- 25.2 Occupants shall park their vehicle(s) only in spaces assigned or rented to them by the Corporation.
- 25.3 Where additional stalls are rented, rentals will be collected only as an assessment against the suite owner. Rental payments will not be accepted from tenants.
- 25.4 No one shall park or leave unattended a vehicle in such a position that it interferes or infringes upon other parking spaces. A vehicle shall not be left in such a way that it blocks or infringes on access lanes or "no parking" zones.
- 25.5 Motor tune-ups or other major repairs involving excessive engine running are not permitted.

- 25.6 Vehicles may be washed only at designated locations and persons washing vehicles must hose down all dirt and remove excess water resulting from the vehicle washing.
- 25.7 Vehicles dripping excessive oil or any gasoline will be prohibited from parking until repaired. Owners of vehicles causing oil staining shall at the Corporation's notification clean up all drippings, or on failure to do so on 7 days notice, be assessed the cost of clean-up.
- 25.8 Assigned parking areas may not be used for storage of unserviceable vehicles or personal belongings.
- 25.9 All garage areas are common property and may not be altered or defaced in any manner.
- 25.10 No vehicle or boat or equipment attached thereto that constitutes a fire hazard, in the Corporation's opinion, shall be permitted in the parking areas without written permission from the Strata Corporation.
- 25.11 Speed in excess of 8 kph in the parking areas is prohibited.
- 25.12 If an unauthorized vehicle is parked in an assigned stall the assignee may inform the caretaker or a member of Council and the vehicle will then be towed away. The Corporation shall do the same to vehicles found in unassigned stalls.
- 25.13 Unused assigned parking stalls may be rented to residents only, and not to non-residents.

#### **BYLAW 26 : RENTAL RESTRICTION**

- 26.1 The Strata Council will require that a strata lot has been occupied as the principal residence of the owner for a minimum of three (3) years before considering an application for a Lease Permit.
- 26.2 An owner shall not lease his/her strata lot unless he/she has first obtained from the Strata Council a Lease Permit.
- 26.3 An owner may apply for a Lease Permit by delivering to the Strata Council or Property Manager:
  - 26.3.1 A written statement signed by the owner setting forth the date on which he/she became owner of the strata lot and the length of time he/she has occupied the strata lot as his/her principal residence;
  - 26.3.2 A written statement signed by the owner and the lessee setting forth the names, present addresses and telephone numbers of each person who will occupy the strata lot during all or any portion of the term of the lease; whether the owner or lessee will remit the owner's share of the common expenses as the Strata Council may from time to time determine; and

- 26.3.3 An executed "Tenant's Undertaking", in Form "D" of the Condominium Act or in such other form as may from time to time be prescribed by the said Act:
- 26.3.4 An owner who fails to provide an executed Tenant's Undertaking, in Form "D" of the Condominium Act shall be fined the sum of Fifty Dollars (\$50.00) per month for each such breach whether or not notice thereof has been given to the owner. A fine levied hereunder shall become due and payable to the Strata Corporation upon demand and if not paid immediately shall be assessed to the owner's strata lot.
- 26.4 The Council shall notify an owner who has submitted an application for a Lease Permit of its decision within ten (10) days of the date of receipt of the application. If the Strata Council authorized the owner to lease his/her strata lot, it shall issue a Lease Permit forthwith.
- 26.5 A Lease Permit shall be in the following form or such other form as the Strata Council may from time to time approve and shall be sufficiently executed if signed by any two members of the Strata Council:

STRATA PLAN V.R. 1934 - LEASE PERMIT

PERMISSION IS HEREBY GIVEN TO \_\_\_\_\_ to  
lease strata lot No. \_\_\_\_\_ to \_\_\_\_\_ for  
occupancy by the following persons:

\_\_\_\_\_

commencing \_\_\_\_\_ ending \_\_\_\_\_

Dated: \_\_\_\_\_ Signed \_\_\_\_\_

- 26.6 A Lease Permit shall be deemed to be cancelled:
- a) If the owner sells the strata lot for which the Lease Permit was issued,  
or
  - b) If the lessee named in the Lease Permit ceases to lease and to reside  
in the strata lot as the lessee's principal place of residence.

- 26.7 Where a Lease Permit has been issued in respect of a strata lot, the owner or lessee shall not assign the lease or sublet the strata lot, or any part thereof without first delivering in writing to the Strata Council or Property Manager the information and undertaking required in Subsections 26.3.2 and 26.3.3 of this Bylaw so that the Strata Council may amend the Lease Permit.
- 26.8 An owner who breaches or acquiesces in the breach of this Bylaw shall be fined the sum of Two Hundred Dollars (\$200.00) for the first month of such breach and the fine shall be increased by Fifty Dollars (\$50.00) per month for each successive month of such breach to a maximum of Five Hundred Dollars (\$500.00) per month, whether or not notice thereof has been given to the owner. A fine levied hereunder shall be due and payable to the Strata Corporation upon demand and if not paid immediately shall be assessed to the owner's strata lot.
- 26.9 "Lease" when referred to in this Bylaw includes any agreement whatsoever, whether written or oral, expressed or implied, having a predetermined expiry date or not, between an owner and another person, firm or Corporation respecting possession and/or occupancy of a strata lot.
- 26.10 For the purposes of this Bylaw only, a Lease shall be deemed not to exist when at the date this Bylaw is approved, a strata lot is owned by a company the shares of which are beneficially owned and controlled by one or more of the persons then occupying the said strata lot.