

BYLAWS

STRATA PLAN BCS-460

THE CLASSICO

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Preamble

Once passed in whole or amended in part by owners of residential and non-residential strata lots in accordance with the provisions of the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act"), these bylaws bind and covenant the strata corporation and all owners, tenants and occupants to observe and perform their provisions herein. Unless otherwise stated, all terms have the meanings prescribed in the Act.

Unless otherwise stated and for the purposes of these bylaws, "**residents**" means collectively, owners, tenants and occupants, and "**a resident**" means collectively, an owner, a tenant and an occupant.

Unless otherwise stated and for the purposes of these bylaws, "**guests**" means collectively, guests, employees, agents or invitees of an owner or resident and "**resident guests**" means guests staying overnight in a residential strata lot, or in the guest suite booked by the resident of a residential strata lot for that purpose.

Unless otherwise stated and for the purposes of these bylaws, "**common property**" means collectively, common property, limited common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act.

The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

Part R – Bylaws directly concerning Residential Owners and Residents

R.1 Compliance with Rules

R.1.1 A resident or guest must comply strictly with any rules adopted by the strata corporation or either of the separate sections applicable to such owner from time to time.

R.2 Payment of Strata Fees

R.2.1 An owner must pay strata fees to the strata corporation on or before the first day of the month. The strata fees will be made up of the fees owing to the strata corporation and the fees owing to the owner's separate section as set out in the approved budget.

R.2.2 All strata fees are due and payable no later than the first business day of each calendar month. Fees received later than the appointed time will be subject to a fine of \$50 per month for each and every month that payment is late to be levied by the strata management company.

R.3 Repair and Maintenance of Property by Owner

R.3.1 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.

R.3.2 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.

R.3.3 If determined to be negligent, 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, 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. Unless otherwise shown on the strata plan, if a strata lot is separated from another strata lot, the common property or another parcel of land by a wall, floor or ceiling, the boundary of the strata lot is midway between the surface of the structural portion of the wall, floor or ceiling that faces the strata lot and the surface of the structural portion of the wall, floor or ceiling that faces the other strata lot, the common property or the other parcel of land.

R.4 Use of Property

R.4.1 An owner must not use a strata lot or common property in a way that:

- (a) causes a nuisance, disturbance or hazard to another person;
- (b) causes unreasonable or repetitive noise;
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property or another strata lot;
- (d) is illegal,
 - (i) Where a strata lot is rented in accordance with the strata corporation's residential rentals bylaws, it is the responsibility of the strata lot owner to be in contact with the tenant and ensure that the strata lot is inspected on a regular basis, and in any event no less than once every six (6) months, to ensure that there is no illegal activity taking place within the strata lot, and upon request of the strata council to provide written confirmation to the strata council that the inspection took place.
- (e) is contrary to a purpose for which the strata lot is intended as shown expressly on the strata plan unless such different use is approved by a resolution passed by a majority vote. An owner must not:
 - (f) use his strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;

An owner must not:

- (g) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other resident;
- (h) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other resident;
- (i) 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;
- (j) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
- (k) use a cooking device such as a barbecue or hibachi on a balcony, deck or patio unless such cooking device is powered by propane or electricity and such cooking device shall not be used except in accordance with rules and regulations made by the strata corporation from time to time;

- (l) shake any mops or dusters of any kind, nor throw any refuse out of the windows or doors or from the balcony of a strata lot;
- (m) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (n) 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;
- (o) allow his strata lot to become unsanitary or a source of odour;
- (p) 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 or any limited 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;
- (q) install any window coverings, visible from the exterior of his strata lot which are different in size or colour from those of the original building specifications;
- (r) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the buildings so that they are visible from the outside of the building;
- (s) 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, except those installations approved in writing by the strata council;
- (t) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto;
- (u) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (v) place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, summer furniture and accessories (subject to bylaw R.4.6) nor install any hanging plants or baskets or other hanging items within three feet of a balcony railing line; and
- (w) 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 employee, contractor or resident guest of the strata lot permitted by these bylaws
- (x) use common property for the purpose of sleeping, including setting tents on lawns, or for organized celebrations involving food, alcohol and/or noise without obtaining prior authorization from the strata council (*refer to bylaw R.4.7.*)

R.4.2 An owner of a strata lot shall not permit any resident or guest of his strata lot to engage in any of the activities specified in 4.1 above.

R.4.3 A resident or guest must not cause damage to the common property, except those damages determined by the strata corporation to be from normal wear and tear.

R.4.4 An owner of a residential strata lot who has hard floor surfaces in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes. Residents are not required to cover kitchen floors, bathroom floors or entryways with area rugs or carpet.

An owner shall not replace any existing floor material which will transmit more sound than the original material, unless approved by council under the following conditions:

- (a) All flooring replacement requests must be submitted to the council in writing.
- (b) In the case of hardwood flooring approval requests, the council shall not grant approval unless the underlay material exceeds STC & IIC ratings of 70.

R.4.5 A resident or a guest may not use common property for business or commercial purposes without obtaining prior authorization from the strata council.

R.4.6 Owners of residential strata lots shall not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed.

R.4.7 Consumption of alcohol in, or using Party Room by a group larger than six persons is permitted only upon reserving the Party Room for a private function.

R.5 Inform the Strata Corporation

R.5.1 A new owner must notify the strata corporation forthwith of the date of purchase of his or her strata lot and the name(s) of the new owner(s).

R.5.2 The strata corporation requires that a tenant must provide the strata corporation with their name and contact information.

R.6 Obtain Approval before altering a Strata Lot or Common Property

R.6.1 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 a building;(b) the exterior of a building;(c) chimneys, stairs, balconies or other things attached to the exterior of a building;(d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices to the entrance door to a strata lot);

- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) common property located within the boundaries of a strata lot;
- (g) parts of the strata lot which the strata corporation must insure under the Strata Property Act including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot (e.g. the original wall to wall carpeting).

R.6.2 The strata corporation must not unreasonably withhold its approval under subsection R.6.1., but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

R.6.3 An owner must obtain the written approval of the strata corporation before making an alteration to common property.

R.6.4 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 and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

R.6.5 An owner must not do, or permit any other person to do anything that will, in the opinion of the strata council, alter the exterior appearance of the building.

R.7 Permit Entry to Strata Lot

R.7.1 A resident or guest 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, with 2 weeks written notice (which must include the date and approximate time and the reason for entry).
 - (i) to inspect, repair, renew, replace or maintain common property areas that are accessible from the owner's property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act, or
 - (ii) to ensure compliance with the Act and the bylaws.

R.7.2 If any such inspection, service or repair has to be rescheduled due to the failure of an owner or tenant to allow access when requested pursuant to paragraph (1)(b) above, it shall be done at the cost of the owner, to whose account all charges incurred as a result will be charged, and thereupon become due and payable immediately.

R.7.3 In exercising its rights under this bylaw, the strata corporation will not unreasonably interfere with the operation of any occupant of a non-residential strata lot.

R.8 Pets

R.8.1 A resident of a residential strata lot that keeps a dog, cat or other non-caged animal in his strata lot, either permanently or temporarily, shall register that pet with the strata council by providing to the strata council a written notice. The notice must be signed by the resident setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the license number of the pet (when the pet is required to be licensed), and shall only keep a pet in his strata lot in compliance with these bylaws.

- R.8.2 A resident or guest must ensure that all animals are leashed or otherwise secured when on the common property.
- R.8.3 No resident of a strata lot shall permit his pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the resident shall immediately and completely remove all of his pet's waste, and dispose of it in a waste container or by some other sanitary means. If, in the reasonable opinion of the strata corporation, any special cleaning is required as a result of the pet urinating or defecating, the resident shall pay all costs of such special cleaning.
- R.8.4 A resident of a strata lot whose guest brings an animal or pet onto the common property shall be responsible to ensure that the guest complies with all requirements of these bylaws as they relate to pets and shall perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the resident in his strata lot.
- R.8.5 The strata corporation may require that a resident of any residential strata lot permanently remove his or her pet or other animal kept by the resident in his or her strata lot if such pet or animal, in the opinion of the strata council, constitutes a nuisance or a danger to any other resident, or causes damage to any resident or their property, or to any property of the strata corporation.

R.9 Garbage Disposal

- R.9.1 A resident of a residential strata lot shall remove ordinary household refuse from his strata lot and deposit it in the containers provided by the strata corporation for that purposes; all such refuse shall be bagged and tied before so depositing. The resident shall remove any materials other than ordinary household refuse from the strata plan property at his own expense.
- R.9.2 For greater certainty, the following items are not considered "ordinary household refuse" for the purposes of subsection R.9.1: furniture of any size, household appliances, electronics, construction materials, soil, paint, oil, chemical containers or any items which are similar to the foregoing.

R.10 Bicycles, Storage and Parking

- R.10.1 No bicycles are to be kept on balconies or patios; instead, they shall be stored within the owner's designated storage locker or bicycle locker in the underground parking facility or such other areas as may be prescribed by the strata council. Bicycles are not permitted in elevators, except for the purpose of transporting them from Level 2 to Level P1 and vice versa. Bicycles are not permitted in the lobby or in the hallways and corridors of the building. All bicycles must enter or exit the building by way of the vehicle entry to the underground parking facility or by way of staircase No. 8 which connects the storage lockers on Level 2 with the back lane.
- R.10.2 Any resident or guest of a strata lot that leaves any item anywhere on or in common property or on any limited 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 a person insured under that policy.

R.10.3 A resident of a residential strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, 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.

R.10.4 An owner of a residential strata lot shall not:

- (a) use any parking space in the building or on the common property or on any limited 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;
- (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
- (c) 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 of the building;
- (d) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
- (e) use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the strata council.
- (f) park a vehicle in the circular driveway of the main entrance to the building.

R.10.5 An owner of a residential strata lot shall not permit any resident or guest of his strata lot to engage in any of the activities specified in 10.4 above.

R.10.6 A resident of a residential strata lot must promptly and at his or her 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 10.4 (b) above. If the resident of a residential strata lot does not complete such clean up within seven days of being notified by the strata corporation that such clean up is required, the strata corporation may arrange such clean up at the expense of the owner or resident.

R.10.7 Any vehicle parked in contravention of subsections 10.3 or 10.4 will be subject to removal by a towing company authorized by the strata council at the expense of the resident.

R.11 Move In / Move Out

R.11.1 The strata corporation may regulate the times and manner in which any moves into or out of residential strata lots may be made and require that such moves be coordinated with the manager of the building.

R.11.2 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 residential strata lot, to carry out, any move into or out of his residential strata lot otherwise than in accordance with the regulations referred to in subsection R.11.1, the owner will be subject to a fine of \$200.00, such fine to be paid on or before the due date of the next monthly assessment payable by such owner or such later date as contemplated by the applicable notice requirements contained in these bylaws, the Act or the Regulations.

R.11.3 At least 72 hours notification must be given to the Building Staff for each move in and move out. Notification and booking the moving elevator can be done verbally, in person, or in writing. Elevator shall be booked on a first come first served basis.

R.11.4 To cover expenses incurred by the strata corporation, a fee will be assessed against the owner, tenant or occupant of the residential strata lot where a move-in takes place:

- (a) To unfurnished suite \$125
- (b) To furnished suites and townhouses \$ 75

R.11.5 A damage deposit is required in the amount of \$200, in form of cash or certified cheque against receipt, deposited with the Building Staff, at the time of booking of a move in or out, as specified in 11.3 above.

R.11.6 An owner, tenant or occupant must ensure that all common areas are left undamaged. Any damage requiring repairs, or cleaning by the strata corporation, will be assessed by the Building Staff and its cost deducted from the damage deposit specified in 11.5 above.

R.11.7 Moving in or out is permitted only through the elevator lobby door at P1 level (parking, commercial section, before the gate), subject to the size of the moving truck. If the size of the moving truck prevents its access to P1 level, a permit to move in or out through the back lane gate and elevator lobby on Level 3 must be obtained from the Building Staff. The person moving in or out must ensure that the door is not left open without supervision, and that furniture and effects are not left in the elevator lobby for longer than 15 minutes at a time.

R.12 Rentals

R.12.1 For the purpose of this bylaw the term “rent” and any variations thereof will be deemed to include all types of rental arrangements, including, but not limited to, sublets, home exchanges, time shares, month to month tenancies and fixed term leases, and whether for all or only part of the residential strata lot, whether oral or written and whether any cash consideration is paid or not. For the purpose of this bylaw any person “renting” a residential strata lot is a “tenant.”

R.12.2 These rental bylaws supplement the requirements of the Act and Regulations applicable to the rental of residential strata lots, and therefore are not exhaustive in and of themselves. Owners renting or wishing to rent, and tenants occupying, a residential strata lot should also familiarize themselves with the applicable provisions of the Act and Regulations by which owners and tenants are also bound.

R.12.3 No residential strata lot may be rented for less than three months.

R.12.4 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’s Responsibilities” in the form set out in the Act, signed by the tenant.

R.13 Selling of Strata Lots

R.13.1 An owner of a residential strata lot, 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.

R.13.2 An owner of a residential strata lot, when selling his strata lot, will not hold or permit to be held, any public open house except in the matter prescribed by the strata council. One open house for agents will be allowed per listing. Unless the strata council otherwise prescribes, all showings must be by appointment only.

R.14 Parking/Storage Area Lease

R.14.1 Each owner of a strata lot may be entitled to the exclusive use of one or more of the parking stalls and may be entitled to the use of a storage area located in the parking facility pursuant to a partial assignment of the parking/storage area lease (the "Parking/Storage Area Lease") between Pinnacle International (Pender) Properties Inc. and Pinnacle International Plaza Inc. as tenant, a copy of which is attached hereto. Pursuant to the Parking/Storage Area Lease, upon the registration of the strata plan for the strata development, the strata corporation will automatically assume all of the covenants and obligations of Pinnacle International (Pender) Properties Inc. under the Parking/Storage Area Lease with respect to the Stalls and the Storage Areas (as defined in the Parking/Storage Area Lease).

R.15 Claims on Insurance Policies

R.15.1 A resident must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of either the strata corporation, the residential section or the commercial section.

R.15.2 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, 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.

Part C – Bylaws Applicable to Commercial Strata Lots

C.1 Use of Property

- C.1.1 An owner of a commercial strata lot must comply with the same restrictions on Use of Property as owners of residential strata lots as outlined in R.10.4
- C.1.2 An owner of a commercial strata lot shall not permit any tenant, employee or guest of his strata lot to engage in any of the activities specified in R.10.4

C.2 Garbage Disposal

- C.2.1 The owner of a non-residential strata lot shall remove or cause to be removed all refuse and garbage from their strata lots and deposit it or cause it to be deposited in the containers provided by the Commercial Section for that purpose.
- C.2.2 The owner of a non-residential strata lot will be permitted to install signs or notices within a non-residential strata lot so as to be visible from the exterior of such strata lot and on the exterior of such strata lot, on the condition that the size and design of such signs or notices (i) have received the approval of the strata corporation, acting reasonably, (ii) have received any approvals required from applicable governmental authorities, and (iii) are in keeping with the overall presentation of the development in terms of quality, design and colour. All such signs and notices shall be installed and maintained at the sole expense and risk of the owner of a non-residential strata lot and such owner shall take out and maintain insurance for such signage as a reasonable owner displaying similar signage would obtain.

C.3 Awnings

- C.3.1 The owner of a non-residential strata lot will be permitted to install awnings within and attach the same to the common property around the outside perimeter of a non-residential strata lot which face the city street, on the condition that the plans for such awnings (i) have received the written approval of the strata corporation, acting reasonably, (ii) have received any approvals required from applicable governmental authorities, and (iii) depict awnings which are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any awning installed as aforesaid will be maintained in good condition on an ongoing basis and the responsibility for such maintenance (including obtaining and maintaining appropriate insurance) will be solely for the account of the owner of a non-residential strata lot.

C.4 Parking

- C.4.1 A tenant or guest of a commercial strata lot that leaves any item anywhere on or in common property or on any limited 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 a person insured under that policy.
- C.4.2 A tenant or guest of a commercial strata lot must use designated parking stalls only for the parking of licensed and insured motor vehicles 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.

C.4.3 An owner of a commercial strata lot shall not:

- (a) use or permit any tenant of his strata lot to use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the resident or, when specifically agreed with another commercial strata lot owner, the parking space assigned to the strata lot of that other owner;
- (b) carry out or permit any tenant of his strata lot to carry out any oil changes, any repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property;
- (c) 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 who is not a resident of the building;
- (d) park or permit any tenant of his strata lot 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 or on any limited common property;
- (e) use or permit any tenant of his strata lot to use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the strata council.
- (f) Park a vehicle in the circular driveway of the main entrance to the building.

C.4.4 An owner or tenant of a commercial strata lot must promptly and at his or her 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 4.3(b). If the owner or tenant of a commercial strata lot does not complete such clean up within seven days of being notified by the strata corporation that such clean up is required, the strata corporation may arrange such clean up at the expense of the owner or tenant.

C.4.5 Any vehicle parked in contravention of 4.2 or 4.3 will be subject to removal by a towing company authorized by the strata council at the expense of the owner or tenant.

C.5 Commercial Executive Size

C.5.1 The executive of the Commercial Section must have at least 3 and not more than 7 members.

C.5.2 A member of the section executive is eligible for election to the strata corporation's council.

C.6 Executive Members' Terms

C.6.1 The term of office of a member of the executive ends at the end of the annual general meeting at which the new executive is elected.

C.6.2 A person whose term as member of the executive is ending is eligible for re-election.

C.7 Removing Executive Members

C.7.1 The Commercial Section may, by a resolution passed by a majority vote at a meeting of the Commercial Section, remove one or more members from the executive.

C.7.2 After removing a member from the executive, the Commercial Section must hold an election at the same meeting to replace the member for the remainder of the term.

C.7.3 No person may stand for the executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot.

C.8 Replacing Executive Members

C.8.1 If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.

C.8.2 A replacement member may be appointed from any person eligible to sit on the executive.

C.8.3 The executive may appoint a member under this section even if the absence of the member being replaced leaves the executive without a quorum.

C.8.4 If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Commercial Section may hold a meeting to elect a new executive by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

C.9 Executive Officers

C.9.1 At the first meeting of the executive held after each annual general meeting of the Commercial Section, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.

C.9.2 A person may hold more than one office at a time, other than the offices of president and vice president.

C.9.3 The vice president has the powers and duties of the president

- (a) while the president is absent or is unwilling or unable to act, or
- (b) for the remainder of the president's term if the president ceases to hold office.

C.9.4 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

C.10 Calling Executive Meetings

C.10.1 Any member of the executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.

C.10.2 The notice does not have to be in writing.

C.10.3 An executive meeting may be held on less than one week's notice if

- (a) all executive members consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all executive members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

C.11 Requisition of Executive Hearing

- C.11.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.
- C.11.2 If a hearing is requested under subsection 11.1, the executive must hold a meeting to hear the applicant within one month of the request.
- C.11.3 If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

C.12 Quorum of Executive

- C.12.1 A quorum of the executive is
- (a) 1, if the executive consists of one member,
 - (b) 2, if the executive consists of 2, 3 or 4 members,
 - (c) 3, if the executive consists of 5 or 6 members, and
 - (d) 4, if the executive consists of 7 members.
- C.12.2 Executive members must be present in person at the executive meeting to be counted in establishing quorum.

C.13 Executive Meetings

- C.13.1 At the option of the executive, executive meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.
- C.13.2 If an executive meeting is held by electronic means, executive members are deemed to be present in person.
- C.13.3 Owners may attend executive meetings as observers.
- C.13.4 Despite subsection 13.3, no observers may attend those portions of executive meetings that deal with any of the following:
- (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

C.14 Voting at Executive Meetings

- C.14.1 At executive meetings, decisions must be made by a majority of executive members present in person at the meeting.
- C.14.2 If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.

C.14.3 The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

C.15 Executive to Inform Owners of Minutes

C.15.1 The executive must inform owners of the minutes of all executive meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

C.16 Delegation of Executive's Powers and Duties

C.16.1 Subject to subsections 16.2 to 16.4, the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.

C.16.2 The executive may delegate its spending powers or duties, but only by a resolution that

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- (b) delegates the general authority to make expenditures in accordance with subsection 16.3.

C.16.3 A delegation of a general authority to make expenditures must

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

C.16.4 The executive may not delegate its powers to determine, based on the facts of a particular case,

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

C.17 Spending Restrictions

C.17.1 A person may not spend the Commercial Section's money unless the person has been delegated the power to do so in accordance with these bylaws.

C.17.2 Despite subsection 17.1, an executive member may spend the Commercial Section's money to repair or replace limited common property which has been designated for the use of the Commercial Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

C.18 Limitation on Liability of Executive Member

C.18.1 An executive member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the executive.

C.18.2 Subsection 18.1 does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.

C.18.3 Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, shall be revocable at any time upon reasonable notice.

C.19 Small Claims Court

C.19.1 The Commercial Section may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the Commercial Section, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the Commercial Section is required to expend as a result of 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.

C.20 Bylaw Restrictions

C.20.1 The strata corporation and the Residential Section will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from fully utilizing a non-residential strata lot for commercial purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time, provided that the activity carried on in a commercial strata lot is not a breach of these bylaws.

C.20.2 The strata corporation and the Residential Section will not pass any bylaws or rules which restrict the hours of operation of any business carried on within a non-residential strata lot.

C.20.3 The strata corporation and the Residential Section will not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner or occupant of a non-residential strata lot from leasing, subleasing, granting a licence, entering into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot.

Part S – Bylaws primarily concerning Strata Corporation

S.1 Definitions of Commercial and Residential Sections of the Corporation

S.1.1 Commercial Section: The owners of all non-residential strata lots shall form a separate section within the strata corporation consisting of all the non-residential strata lots in the strata plan and bearing the name “Section 1 of The Owners, Strata Plan BCS-460”.

S.1.2 Residential Section: The owners of all residential strata lots shall form a separate section within the strata corporation consisting of all the residential strata lots in the strata plan and bearing the name “Section 2 of The Owners, Strata Plan BCS-460”.

S.2 Administration of Sections

S.2.1 The Residential Section must elect an executive in the manner described in Part R of these bylaws.

S.2.2 The Commercial Section must elect an executive in the manner described in Part C of these bylaws.

S.2.3 With respect to matters that relate solely to a separate section, each section is a corporation and has the same powers and duties as the strata corporation to enter into contracts in the name of such section, to acquire and dispose of land and other property in the name of or on behalf of such section, and to enforce bylaws and rules.

S.2.4 Each section may make rules governing the use, safety and condition of the limited common property designated for the exclusive use of such section.

S.2.5 Each of the Commercial Section and the Residential Section may obtain insurance only:

- (a) Against perils that are not insured by the strata corporation; or
- (b) For amounts that are in excess of amounts that are insured by the strata corporation.

Each section has the same insurable interest as the strata corporation has in property contained within such section.

S.3 Payment and Collection of Section Fees

S.3.1 Each of the Commercial Section and the Residential Section are entitled to establish its own operating fund and contingency reserve fund for common expenses of the section, including expenses relating to the limited common property designated for the exclusive use of all the strata lots in such section.

S.3.2 The executive of each section will prepare an annual budget of section expenses which is to be included as part of the annual budget prepared by the strata corporation for approval at annual general meetings. The strata fees payable by the owners will include the fees owing to the strata corporation and the fees owing to the owners' separate section.

- S.3.3 Upon receipt each month of strata fees from the owners, the strata corporation will deposit into separate accounts that portion of such fees which is applicable to the strata corporation operating fund, the strata corporation contingency reserve fund, the operating fund of the applicable section and the contingency reserve fund of the applicable section.
- S.3.4 Only authorized signatories for each of the Commercial Section and the Residential Section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for their respective sections.
- S.3.5 Special levies approved by a separate section will be payable by the owners in such section to the strata corporation which will pay such special levy into the operating fund or the contingency reserve of such section, as requested by such section.
- S.3.6 At the request of a section, the strata corporation will register a lien against an owner's strata lot if strata fees or special levies have not been paid by such owner to the strata corporation.

S.4 Repair and Maintenance of Property by Separate Sections

- S.4.1 Each section must repair and maintain all of the limited common property appurtenant to such section, but the duty to repair and maintain the following areas are the responsibility of the strata corporation:
- (a) structure of the building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies and other things appurtenant to the exterior of a building; and
 - (d) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows, and skylights) on the exterior of a building or that front on the common property (including, without limitation, the entrance doors to strata lots).

S.5 Repair and Maintenance of Property by Strata Corporation

- S.5.1 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property (except for repair and maintenance that is the sole responsibility of the residential section or the commercial section under bylaw S.4.1), but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of the building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;

S.6 Council Size

- S.6.1 The council must have at least 3 and not more than 7 members, and at least one of its members will be a representative of the Commercial Section and at least one of its members will be a representative of the Residential Section.

S.7 Council Members' Terms

- S.7.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- S.7.2 A person whose term as council member is ending is eligible for re-election.

S.8 Removing Council Member

- S.8.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- S.8.2 After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- S.8.3 No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

S.9 Replacing Council Member

- S.9.1 If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- S.9.2 A replacement council member may be appointed from any person eligible to sit on the council.
- S.9.3 The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- S.9.4 If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

S.10 Officers

- S.10.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president and a vice president, and may elect a secretary and a treasurer.
- S.10.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- S.10.3 The vice president has the powers and duties of the president
 - a. while the president is absent or is unwilling or unable to act, or
 - b. for the remainder of the president's term if the president ceases to hold office.

S.10.4 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

S.11 Calling Council Meetings

S.11.1 Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

S.11.2 The notice does not have to be in writing.

S.11.3 A council meeting may be held on less than one week's notice if

- a. all council members consent in advance of the meeting, or
- b. the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

S.12 Requisition of Council Hearing

S.12.1 By application in writing, stating the reason for the request, a resident may request a hearing at a council meeting.

S.12.2 If a hearing is requested under subsection S.12.1, the council must hold a meeting to hear the applicant within one month of the request.

S.12.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

S.13 Quorum of Council

S.13.1 A quorum of the council is

- a. 1, if the council consists of one member,
- b. 2, if the council consists of 2, 3 or 4 members,
- c. 3, if the council consists of 5 or 6 members and
- d. 4, if the council consists of 7 members.

S.14 Council Meetings

S.14.1 At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

S.14.2 If a council meeting is held by electronic means, council members are deemed to be present in person.

S.14.3 Owners may not attend council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.

S.14.4 Despite subsection 14.3, no observers may attend those portions of council meetings that deal with any of the following:

- a. bylaw contravention hearings;
- b. rental restriction bylaw exemption hearings;
- c. any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

S.15 Voting at Council Meetings

S.15.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.

S.15.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

S.15.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

S.16 Council to inform Owners of Minutes

S.16.1 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

S.17 Delegation of Council's Power and Duties

S.17.1 Subject to subsections 17.2 to 17.4, the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

S.17.2 The council may delegate its spending powers or duties, but only by a resolution that

- a. delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- b. delegates the general authority to make expenditures in accordance with subsection 17.3

S.17.3 Delegation of a general authority to make expenditures must

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

S.17.4 The council may not delegate its powers to determine, based on the facts of a particular case,

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

S.18 Spending Restrictions

S.18.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with the bylaws and the expenditure has been approved by the owners either in the budget or by $\frac{3}{4}$ vote resolution.

S.18.2 Despite subsection 18.1 and pursuant to section 98(2)(a) of the Act, the strata council may approve an expenditure out of the operating fund if the expenditure, together with all other expenditures not otherwise previously approved by the owners, whether of the same type or not, that were made under this subsection in the same fiscal year, is less than \$10,000.00.

S.18.3 Despite subsection S.18.1 and in addition to the exception contained in subsection S.18.2, the strata council may authorize spending the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

S.19 Limitation on Liability of Council Member

S.19.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

S.19.2 Subsection 19.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

S.20 Consents

S.20.1 Any consent, approval or permission given under these bylaws by the strata council or the executive of a separate section, as the case may be, shall be revocable at any time upon reasonable notice.

S.20.2 Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.

S.20.3 Strata corporation is authorized to install and use video surveillance cameras and access control systems in line with provisions of the BC Personal Information Protection Act ("PIPA")

- (a) Strata corporation is authorized to restrict access to specific sections and parts of the building.
- (b) Residential section residents and guests have no access to commercial section of the building.
- (c) Commercial section residents' and guests' access is limited to commercial section and to commercial section of the parkade through the external entrance gate of the parkade.

S.21 Maximum Fine

- S.21.1 The strata corporation, and each separate section with respect to any bylaw or rule that relates solely to such section, 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.
- S.21.2 Each owner is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation or its separate section, as the case may be, as provided for in the Act or these bylaws and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.
- S.21.3 Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation or a separate section, as the case may be, to enforce these bylaws, as they may be amended from time to time, or any rule or relation which may be established from time to time by the strata council or a section executive 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, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

S.22 Continuing Contravention

- S.22.1 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

S.23 Person to Chair Annual and Special General Meeting

- S.23.1 Annual and Special General Meetings must be chaired by the President of the council.
- S.23.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- S.23.3 If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

S.24 Participation by Other than Eligible Voters in Annual and Special General Meeting

- S.24.1 An eligible voter is an owner of a strata lot or any person who has been granted a proxy by that owner.
- S.24.2 Residents may attend annual and special general meetings, whether or not they are eligible to vote.
- S.24.3 Persons who are eligible to vote may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- S.24.4 Persons who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

S.25 Voting at Annual and Special General Meeting

- S.25.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- S.25.2 At an annual or special general meeting, a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- S.25.3 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- S.25.4 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- S.25.5 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- S.25.6 Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by majority of eligible voters.
- S.25.7 An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

S.26 Order of Business at Annual and Special General Meeting

- S.26.1 The order of business at annual and special general meetings is as follows:
- a. certify proxies and corporate representatives and issue voting cards;
 - b. determine that there is a quorum;
 - c. elect a person to chair the meeting, if necessary;
 - d. present to the meeting proof of notice of meeting or waiver of notice;
 - e. approve the agenda;
 - f. approve minutes from the last annual or special general meeting;
 - g. deal with unfinished business;

- h. receive reports of council activities and decisions since the previous annual general meetings, including reports of committees, if the meeting is an annual general meeting;
- i. ratify any new rules made by the strata corporation;
- j. report on insurance coverage, if the meeting is an annual general meeting;
- k. approve the budget for the coming year, if the meeting is an annual general meeting;
- l. deal with new business, including any matters about which notice has been given;
- m. elect a council, if the meeting is an annual general meeting;
- n. terminate the meeting.

S.27 Electronic Attendance at Annual and Special General Meeting

S.27.1 Attendance by persons at an annual or special general meeting may be by telephone or other electronic method only if such method permits all persons participating in the meeting to communicate with each other during the meeting.

S.28 Quorum of Annual and Special General Meeting

- S.28.1 Business must not be conducted at an annual or special general meeting unless a quorum is present.
- S.28.2 A quorum for an annual or special general meeting means eligible voters holding 1/3 of the strata corporation's votes, present in person or by proxy.
- S.28.3 If within ½ hour from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.
- S.28.4 Subsection 28.3 does not apply to a meeting demanded pursuant to section 43 of the Act.

S.29 Strata Fees

S.29.1 The strata lot owners' contributions to the common expenses of the strata corporation shall be levied in accordance with this bylaw.

S.30 Section Fees

S.30.1 The contribution by any owner of a strata lot within a separate section to the expenses common to that separate section shall be levied in accordance with this bylaw.

S.31 Apportionment of Common Expenses

- S.31.1 Common expenses shall be apportioned between the Residential Section and the Commercial Section and to individual strata lots in the following manner:
 - (a) Common expenses attributable to either separate section shall be allocated only to that separate section and, subject to bylaw S.33.1, shall be borne by the owners of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate section;
 - (b) common expenses not attributable exclusively to either separate section, shall be for the account of the Strata Corporation and shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and

- (c) common expenses attributable to any one strata lot shall be allocated to such strata lot.

S.32 Allocation between Sections

S.32.1 Without limiting the generality of bylaw S.31.1, the following common expenses shall be allocated between the separate sections as follows:

- (a) expenses relating to areas designated as limited common property for each of the Residential Section and the Commercial Section (such as the recreation room, bicycle storage areas, lobbies, elevators and utility rooms) will be for the account of the owners of strata lots in each respective section;
- (b) the cost of maintaining the exterior of the building (including, without limitation, the roof and all exterior doors, windows and skylights) will be for the account of the Strata Corporation;
- (c) the cost of insurance placed by the Strata Corporation will be apportioned between the two sections on the basis of the replacement value of the buildings and ancillary facilities applicable to each section;
- (d) the cost of maintaining the landscaped and other outdoor areas within the common property will be for the account of the Strata Corporation; and
- (e) the cost of maintaining the underground parking facility will be apportioned between the two sections on the basis of the respective number of parking stalls allocated as limited common property for each separate section unless expenses are separately incurred by the separate sections and if so incurred will be allocated as set out in section S.32.1(a).

S.33 Expenses Attributable to Limited Common Property

S.33.1 Where the strata plan includes limited common property, expenses attributable to the limited common property shall be borne equally by the owners of the strata lots entitled to use the limited common property. Equipment and supplies required for the regular maintenance of limited common property shall be provided at the expense of the strata corporation but shall not include labour.

S.34 Apportionment within a Section

S.34.1 Common expenses attributable to the strata lots in a separate section shall be apportioned by the executive of that separate section in the following manner:

- (a) Common expenses except electricity shall be allocated to all strata lots in the separate section and shall be borne by the owners in that section in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in that section or as otherwise set out in the current budget of that separate section.
- (b) If a strata lot shall require a utility or other service not supplied to all lots, the cost shall not be a common expense and if this utility or service is not separately metered or billed so as to measure the use thereof by the strata lot, the cost of such utility shall be apportioned and charged to the strata lot by the executive of the separate section, on such reasonable basis as it shall determine.

- (c) The cost to each owner of a strata lot of the electrical power supplied to it if not separately metered for that strata lot shall be borne by the owners in the proportion that the unit entitlement of their strata lot bears to the aggregate unit entitlement of all strata lots in that section.

S.35 Residential Executive Size

S.35.1 The executive of the Residential Section must have at least 3 and not more than 7 members.

S.35.2 A member of the section executive is eligible for election to the strata corporation's council.

S.36 Executive Members' Terms

S.36.1 The term of office of a member of the executive ends at the end of the annual general meeting at which the new executive is elected.

S.36.2 A person whose term as member of the executive is ending is eligible for re-election.

S.37 Removing Executive Members

S.37.1 The Residential Section may, by a resolution passed by a majority vote at a meeting of the Residential Section, remove one or more members from the executive.

S.37.2 After removing a member from the executive, the Residential Section must hold an election at the same meeting to replace the member for the remainder of the term.

S.37.3 No person may stand for the executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot.

S.38 Replacing Executive Members

S.38.1 If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.

S.38.2 A replacement member may be appointed from any person eligible to sit on the executive.

S.38.3 The executive may appoint a member under this section even if the absence of the member being replaced leaves the executive without a quorum.

S.38.4 If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Residential Section may hold a meeting to elect a new executive by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

S.39 Executive Officers

S.39.1 At the first meeting of the executive held after each annual general meeting of the Residential Section, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.

S.39.2 A person may hold more than one office at a time, other than the offices of president and vice president.

S.39.3 The vice president has the powers and duties of the president

- (a) while the president is absent or is unwilling or unable to act, or
- (b) for the remainder of the president's term if the president ceases to hold office.

S.39.4 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the members of the executive may appoint a replacement office from among themselves for the remainder of the term.

S.40 Calling Executive Meetings

S.40.1 Any member of the executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.

S.40.2 The notice does not have to be in writing.

S.40.3 An executive meeting may be held on less than one week's notice if

- (a) all executive members consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all executive members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

S.41 Requisition of Executive Hearing

S.41.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.

S.41.2 If a hearing is requested under subsection S.41.1, the executive must hold a meeting to hear the applicant within one month of the request.

S.41.3 If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

S.42 Quorum of Executive

S.42.1 A quorum of the executive is

- (a) 1, if the executive consists of one member,
- (b) 2, if the executive consists of 2, 3 or 4 members
- (c) 3, if the executive consists of 5 or 6 members, and
- (d) 4, if the executive consists of 7 members.

S.42.2 Executive members must be present in person at the executive meeting to be counted in establishing quorum.

S.43 Executive Meetings

S.43.1 At the option of the executive, executive meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.

S.43.2 If an executive meeting is held by electronic means, executive members are deemed to be present in person.

S.43.3 Owners may attend executive meetings as observers.

S.43.4 Despite subsection 43.3, no observers may attend those portions of executive meetings that deal with any of the following:

- (a) bylaw contravention hearings;
- (b) rental restriction bylaw exemption hearings;
- (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

S.44 Voting at Executive Meetings

S.44.1 At executive meetings, decisions must be made by a majority of executive members present in person at the meeting.

S.44.2 If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.

S.44.3 The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

S.45 Executive to Inform Owners of Minutes

S.45.1 The executive must inform owners of the minutes of all executive meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

S.46 Delegation of Executive's Powers and Duties

S.46.1 Subject to subsections S.46.2 to S.46.4, the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.

S.46.2 The executive may delegate its spending powers or duties, but only by a resolution that

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- (b) delegates the general authority to make expenditures in accordance with subsection 46.3.

S.46.3 A delegation of a general authority to make expenditures must

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

S.46.4 The executive may not delegate its powers to determine, based on the facts of a particular case,

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

S.47 Spending Restrictions

S.47.1 A person may not spend the Residential Section's money unless the person has been delegated the power to do so in accordance with these bylaws.

S.47.2 Despite subsection S.47.1, an executive member may spend the Residential Section's money to repair or replace limited common property which has been designated for the use of the Residential Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

S.48 Limitation on Liability of Executive Member

S.48.1 An executive member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the executive.

S.48.2 Subsection S.48.1 does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.

S.48.3 Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, shall be revocable at any time upon reasonable notice.

S.49 Small Claims Court

S.49.1 The Residential Section may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the Residential Section, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the Residential Section is required to expend as a result of 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.

S.50 Voluntary Dispute Resolution

S.50.1 A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

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

S.50.2 A dispute resolution committee consists of

- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
- (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

S.50.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

S.51 Marketing Activities

S.51.1 During the time that the owner developer of the strata corporation is a first owner of any units, it shall have the right to maintain any unit or units, whether owned or leased by it, as a display unit, and to carry on sales functions it considers necessary in order to enable it to sell the units.

S.51.2 At the reasonable discretion of the owner developer, it may use the common property to conduct the sale or lease of strata lots in the strata plan up to 24 months after the date of first occupancy of any such strata lot.

S.51.3 Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post supplied by the strata corporation and may not be displayed in the windows or on the balcony of a strata lot. Notwithstanding the foregoing, marketing signs of the owner developer may be displayed on the common property and/or the limited common property or window of any strata lot owned or leased by the owner developer at the reasonable discretion of the owner developer.