

Exhibit "E"
(Bare Land Strata Bylaws)

PART 1 INTERPRETATION

Definitions

1.

- (a) Under these Bylaws the following words have the following meanings and the singular or the plural as the context requires:

"Act" means the *Strata Property Act* of British Columbia as amended from time to time;

"**Bare Land Strata Lots**" or "**Strata Lots**" means Strata Lots 1 to 24 inclusive of Section 62, Esquimalt District, Plan EPP52719;

"**Bare Land Strata Lot**" or "**Strata Lot**" means one of the Bare Land Strata Lots;

"**Rules**" means the Rules created in accordance with the Act, and with respect to the Strata Corporation governing the use, safety and condition of the commonproperty and common assets, governing the use, safetyand condition of limited common property designated for the exclusive use of the Strata Lots, and "Rule" means one of the Rules;

"**Strata Corporation**" means "**the Owners, Strata Plan _____**"

"**Strata Plan**" means Bare Land Strata Plan of Lot 2, Section 62, Esquimalt District, Plan EPS2922

- (b) Any other word or expression in these Bylaws has the meaning given to it under the Act, unless it is defined in these Bylaws or the context requires otherwise;
- (c) Headings are inserted for convenience only and must not affect how these Bylaws are interpreted.

Administration

2. The Bare Land Strata Corporation must elect a Strata Council in accordance with Bylaw number 24.

Powers and Duties

3. (a) The Strata Corporation has the authority and the duty:
- (i) to establish its own operating fund and contingency reserve fund for its common expenses, including expenses relating to limited common property designated for the exclusive use of all the strata lots, if any, and including the cost for the repair and maintenance of the

common property of the Strata Corporation;

- (ii) to budget and require Strata Lot Owners to pay strata fees, user fees, and special levies for authorized expenditures;
 - (iii) to sue or arbitrate in the name of the Strata Corporation;
 - (iv) to enter into contracts in the name of the Strata Corporation;
 - (v) to acquire and dispose of land and other property in the name of or on behalf of the Strata Corporation; and
 - (vi) to enforce bylaws and Rules.
- (b) The Strata Corporation may make Rules governing the use, safety and condition of the limited common property.

Budgets and Funds

4. (a) The Strata Corporation must establish an operating fund and contingency reserve fund for expenses related to the common property and common assets of the Corporation, including expenses relating to the limited common property designated for the exclusive use of all of the Strata Lots in the Strata Corporation, if any and including the cost for the repair and maintenance of the common property of the Strata Corporation.
- (b) The Strata Corporation must prepare an annual budget for approval at annual general meetings.

PART 2 - DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

Compliance with Bylaws

- 5 (a) A Strata Lot Owner, tenant, occupant, employee, contractor, sub-contractor or visitor must comply strictly with these Bylaws and with any Rules adopted by the Strata Corporation applicable to that Strata Lot Owner.

Use of Property

6. (a) A Strata Lot Owner, tenant, occupant, employee or visitor must not use a Strata Lot or the common property or common assets in a way that:
- (i) causes a nuisance, disturbance or hazard to another person;
 - (ii) causes unreasonable or repetitive noise; unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another Strata Lot;
 - (iii) is illegal; or
 - (iv) is contrary to a purpose for which the Strata Lot or common property is intended, as shown expressly or by necessary implication on or by the strata plan.

Inform Strata Corporation

7. (a) Within 2 weeks of becoming an owner an owner must inform the Strata Corporation of the Strata Lot Owner's name, Strata Lot number and mailing address outside the strata plan, if any, and the name and address of the owner's mortgage lender, if any.
- (b) If a Strata Lot Owner has rented or leased the owner's Strata Lot to a tenant, the owner must provide the tenant's name to the Strata Corporation and supply these Bylaws and the Rules to the tenant.
- (c) On request by the Strata Corporation, a tenant must inform the Strata Corporation of the tenant's name and such other reasonable and relevant information as may be requested.

Payment of Fees

8. (a) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. The strata fees will include the fees owing to the Strata Corporation as set out in the approved budgets for the Strata Corporation.
- v(b) Strata fees and user fees must be paid either by submitting twelve (12) post-dated cheques to the Strata Corporation for each monthly Strata Lot assessment by January 1 of the given fiscal year or by arranging for pre-authorized automatic payments from the Strata Lot Owner's bank account.
- (c) The Strata Corporation may raise money from the Strata Lot Owners by means of a special levy approved in accordance with the Act. A Strata Lot Owner must pay a special levy in full by the date prescribed by a resolution authorizing the levy and passed in accordance with the Act.
- (d) A Strata Lot Owner must pay all user fees in accordance with these Bylaws and the Rules of the Strata Corporation.
- (e) If a Strata Lot Owner is late in paying the owner's strata fees or any other amounts payable to the Strata Corporation, the owner must pay to the Strata Corporation, as the case may be, interest on any arrears in the amount of 10% per annum, compounded annually, not in advance, or such other maximum amount of interest as prescribed in the *Strata Property Act Regulations*, as amended from time to time.
- (f) Any interest payable on a late payment of strata fees is not a fine and will form part of the strata fees assessed for a Strata Lot.

Trespass

9. (a) A Strata Lot Owner, tenant, employee, occupant or visitor must not trespass on any area to which another is entitled to the exclusive use or occupation, without prior permission or unless a right of access is provided in these Bylaws, and pursuant to the provisions

of the Act.

Vehicle Parking

10. (a) No vehicle of any kind may be parked in a common property parking stall or on any part of the common property including any part of the common property roadways except in accordance with these Bylaws;
- (b) A Strata Lot Owner, tenant or occupant must not park his or her vehicle in a parking stall unless the parking stall is located on the Strata Lot of that Strata Lot Owner, tenant or occupant or owned, rented or occupied by that person;
- (c) Delivery and service vehicles may park on the common property until their business is concluded providing that vehicular passage on the common property is not impeded. Service vehicles may not park in any area marked as a "No Parking" area without the prior approval of the strata council;
- (d) A Strata Lot Owner, occupant, tenant or visitor must not:
 - (i) use the common roadway or any part of the common property, other than for ingress to and egress from his or her Strata Lot;
 - (ii) drive any motor vehicle on common property at a speed in excess of 30 kilometres per hour or in any manner that the Strata Corporation, in its sole discretion, deems hazardous or dangerous;
 - (iii) perform repairs or maintenance work to any motor vehicle on the common property without the prior approval;
- (e) A Strata Lot Owner, occupant or tenant must at that person's expense clean any oil or fuel spills caused by any vehicle in his, her or its control or care on the common property;
- (f) The strata council may provide written notice of any violation of this Bylaw number 10 to the Strata Lot Owner or tenant and if the infraction is not corrected within 4 hours from the time of delivery of that notice, the strata council, in addition to any other right which it may have, shall have the right to tow the vehicle in violation.
- (g) Written notice of a further contravention of this Bylaw is not required prior to towing in the event of a second or subsequent infraction of this Bylaw.
- (h) Only visitors may park on those areas of the common property designated for Visitor Parking.

- (i) Visitors must not park for longer than a 72 hour period per month without the prior written approval of the Strata Corporation. The Strata Corporation may impose a shorter time restriction on the visitor parking stalls from time to time to control and regulate visitor parking.
- (j) Delivery and service vehicles may park on the common property until their business is concluded providing that vehicular passage on the common property is not impeded. Service vehicles may not park in any area marked as a "No Parking" area without the prior approval of the strata council.
- (k) An owner, occupant, tenant or visitor must not:
 - (i) use the common driveway or roadway or any part of the common property, other than for ingress to and egress from his or her assigned parking stall;
 - (ii) drive any motor vehicle on common property at a speed in excess of 20 kilometres per hour or in any manner that the Strata Corporation, in its sole discretion, deems hazardous or dangerous;
 - (iii) wash motor vehicles other than in an area designated for that purpose by the Strata Corporation or Section Executive;
 - (iv) perform repairs or maintenance work to any motor vehicle on the common property.

Repair and Maintenance of Property by Owner

- 11. (a) A Strata Lot 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;
- (b) A Strata Lot Owner who has the use of limited common property must repair and maintain it, except for the repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- (c) A Strata Lot Owner must promptly carry out all work that may be ordered by any public or local authority in respect of the owner's Strata Lot and pay all rates, taxes, charges and assessments that are payable in respect of that Strata Lot.

Obtain Approval Before Altering a Strata Lot

- 12. (a) A Strata Lot Owner must obtain the written approval of the Strata Corporation before making any alteration to a strata lot that involves any part of the Strata Lot that is the responsibility of the Strata Corporation to maintain and repair, including, but not limited to the following:
 - (i) fences, railings or similar structures;
 - (ii) common property located within the boundaries of a Strata Lot;

- (iii) 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 the Strata Lots.
- (b) The Strata Corporation may require as a condition of its approval under paragraph (a) any of the following:
 - (i) that the Strata Lot Owner provide reasonable proof to the Strata Corporation as the case may be, that the owner has the financial means to pay for all costs relating to or caused by the alteration; and
 - (ii) that the Strata Lot Owner agree, in writing, to take responsibility for any expenses relating to the alteration, its maintenance and repair, and to save harmless the Strata Corporation for any costs relating to or caused by the alteration.

Failure to Obtain Approval Before Altering Strata Property or Common Property

13. If a Strata Lot Owner makes any alteration without the approval of the Strata Corporation required by the Bylaws, or refuses or neglects to repair the alteration properly as required under these Bylaws and to the reasonable satisfaction of the Strata Council and the Strata Lot Owner has not, within ten days after notice from the strata council specifying the default, cured the default or, if the cure reasonably requires a longer period, the Strata Lot Owner has not commenced to cure the default within the 10 day period and thereafter does not diligently pursue the cure of that default:
- (a) the Strata Corporation may do what is reasonably necessary to remove the alteration and restore the affected strata lot or common property to its state prior to the alteration;
 - (b) the Strata Corporation may make repairs without liability to the Strata Lot Owner for any loss or damage that may accrue to that Strata Lot Owner's property;
 - (c) upon completion of those repairs, the Strata Lot Owner must pay the Strata Corporation actual reasonable costs in the circumstances plus 10% of those costs, for making those repairs, immediately upon presentation of an invoice for those costs; and
 - (d) the Strata Lot Owner may also be fined for the contravention of these Bylaws.

Damage to Property, Insurance and Recovery of Deductible

14. In the event that damage is done to the common property (including limited common property, if any) or to any Strata Lot or original fixtures installed by the owner-developer as part of the original development of the Strata Lot and an insurance claim is made against the Strata Corporation's

insurance, the Strata Corporation may recover the deductible portion of the insurance claim from a Strata Lot Owner if the Strata Corporation deems any of the following to be responsible for the loss or damage that gave rise to the claim:

- (a) that Strata Lot Owner;
- (b) an occupant of the Strata Lot Owned by that Strata Lot Owner;
- (c) a tenant of the Strata Lot owned by that Strata Lot Owner;
- (d) an invitee of that Strata Lot Owner, occupant or tenant of the Strata Lot owned by that Strata Lot Owner; or
- (e) a pet belonging to that Strata Lot Owner, occupant, tenant of the Strata Lot owned by that Strata Lot Owner, or invitee of that owner, occupant or tenant of the Strata Lot owned by that Strata Lot Owner.

Barbecues

- 15 A Strata Lot Owner may use any type of barbecue or other similar cooking device, on a patio, deck or balcony or common property, provided it is accordance with any Rules made by the Corporation from time to time.

Prohibitions

- 16 A Strata Lot Owner, tenant, occupant, employee or visitor must not:
- (a) cause damage, other than reasonable wear and tear, to the common property, common assets, or those parts of a Strata Lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act;
 - (b) use a Strata Lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 11:00 p.m and 6:00 am;
 - (c) permit a contractor or workman to do any work in a Strata Lot that would disturb any residents of the Strata Lots between the hours of 9:00 p.m. and 7:00 a.m. or on Saturdays, Sundays or legal holidays, except with the prior written consent of the Strata Council;
 - (d) make, cause or produce undue noise, smell or vibration, or otherwise unreasonably interfere with the rights of other persons to use and enjoy the common property, common assets or another Strata Lot;
 - (e) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any Strata Lot or common property in a manner that in the opinion of the strata council causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
 - (f) allow a Strata Lot or common property to become unsanitary or unsightly;

- (g) deposit any litter, refuse, waste or garbage on the common property or other assets of the Strata Corporation, other than in receptacles designated for that purpose by the Strata Corporation;
- (h) throw anything out of a Strata Lot or common property onto another Strata Lot or onto the common property, common facilities or other assets of the Strata Corporation;
- (i) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers, lawns, landscaping features or outdoor recreational equipment of the common property and must not place any object on the grounds of the common property so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the common property;
- (j) obstruct or use the sidewalks, walkways, passages or roadways of the common property for any purpose other than ingress or egress from a Strata Lot or parking areas;
- (k) to do anything or permit any act or fail to do any act or thing which will or would tend to increase the risk of fire, would increase the rate of insurance for other Strata Lot owners or the Strata Corporation, or would render invalid any insurance maintained by the Strata Corporation

Exterior Appearance

- 17 A Strata Lot Owner, tenant or occupant of a Strata Lot must not erect, place, allow, keep or display any sign, billboard, advertising matter or exhibit of any kind on the Strata Lot if it is visible from the outside of the strata lot, or on common property, without the prior written approval of the Executive.

Animals

18. (a) A Strata Lot Owner, tenant or occupant must not, without prior written approval of the Strata Corporation, keep any livestock or fowl on the Strata Lot.
- (b) A Strata Lot Owner, tenant or occupant must ensure that all permitted animals in or on the common property:
- (i) are hand leashed or otherwise secured and kept under control,
 - (ii) are kept in the care of a responsible person when on the common property;
 - (iii) are not left outdoors, tethered or otherwise, unless attended by the owner, tenant or occupant, and
 - (iv) do not cause excessive noise at any time
- (c) An owner, tenant, occupant or their visitors must promptly remove and clean away any defecation on the Common Property by an animal that is his or her responsibility or in his or her care.

Garbage Disposal and Recycling

19. No refuse, boxes or papers shall be placed or left in any common area, except those areas

designated for disposal.

Marketing of Strata Lot

20. Strata Lot sales advertising signs may only be posted in place designated for that purpose.

PART 3-REPAIR AND MAINTENANCE OF COMMON PROPERTY

Repair and Maintenance of Property by Strata Corporation

21. The Strata Corporation must repair and maintain all of the following:
 - (a) common assets of the Strata Corporation; and
 - (b) common property that has not been designated as limited common property, but excluding any alterations or additions made by an owner to common property.

PART 4 – COUNCIL

Council's Powers and Duties

22. Subject to the Act, the regulations and these Bylaws, and pursuant to the Act, the council must exercise the powers and perform the duties of the Strata Corporation, including the enforcement of Bylaws and Rules.

Approval of Council Member Remuneration

23. Any remuneration paid to a member of council for the member's exercise of council powers or performance of council duties must be approved in advance of payment by a resolution passed by a 3/4 vote at an annual or special general meeting.

Council Size

24.
 - (a) Subject to paragraph (b) the council must be elected from among the owners and appointed representatives of the owners and must have at least 5 and not more than 7 members, as determined at a meeting by a majority of all owners entitled to vote.
 - (b) If the Strata Corporation has fewer than 5 owners, all the owners must be members of council.

Council Members' Terms

25.
 - (a) The term of office of a council member shall be one year and ends at the end of the annual general meeting at which a new council is elected, or upon receipt by council of council member's resignation in writing.
 - (b) A person whose term as council member is ending is eligible for re-election.
 - (c) No person may be elected to council who is delinquent in monies owing to the Strata Corporation.

- (d) 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.

Removal of Council Member by Strata Corporation

- 26. (a) Unless all the Strata Lot 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.
- (b) 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.

Removal of Council Member by Council

- 27. (a) The strata council may remove any council member before the expiration of his or her term of office if the council member:
 - (i) is convicted of an indictable offence;
 - (ii) ceases to be qualified to act as a council member and does not promptly resign;
 - (iii) is in arrears more than 60 days of any monies owing to the Strata Corporation;
 - (iv) becomes bankrupt;
 - (v) becomes unable, by reason of illness, mental or physical disability or incapacity or otherwise, to perform his or her normal duties as a council member or officer of the Strata Corporation for a period of 60 consecutive days;
 - (vi) has been declared by a court of competent jurisdiction to be mentally incompetent and that declaration has not, at the relevant time, been revoked;
 - (vii) is absent from council meetings for a continuous period of 60 days or 3 consecutive meetings without the consent of council; or
 - (viii) commences any legal proceedings against the council or the Strata Corporation.

Replacing Council Member

- 28. (a) If a council member resigns or is removed by council, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (b) A replacement council member may be appointed from any person eligible to sit on the council.
- (c) The council must appoint a council member under this Bylaw 28 if the absence of the member being replaced leaves the council without a quorum.

- (d) 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.

Officers

- 29. (a) 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, a vice president, a secretary and a treasurer.
- (b) A person may hold more than one office at a time, other than the offices of president and vice president.
- (c) The powers and duties of the officers not otherwise determined in these bylaws must be as determined by the council from time to time.
- (d) The vice president has the powers and duties of the president
 - (i) while the president is absent or is unwilling or unable to act,
 - or
 - (ii) for the remainder of the president's term if the president ceases to hold office.
- (e) 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.

Calling Council Meetings

- 30. (a) 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.
- (b) The notice does not have to be in writing.
- (c) A council meeting may be held on less than one week's notice if
 - (i) all council members consent in advance of or at the meeting, or
 - (ii) the meeting is required to deal with an emergency situation, and all council members either consent in advance of or at the meeting, or are unavailable to provide consent after reasonable attempts to contact them.

Requisition of Council Hearing

31. (a) By application in writing stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (b) If a hearing is requested under paragraph (a) and the council has not within the previous 180 days heard and decided upon the issue forming the reason for the requested meeting, then the council must hold a meeting to hear the applicant within one month of the request.
- (c) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of Council

32. (a) A quorum of the council is
 - (i) one if the council consists of one member;
 - (ii) two if the council consists of two or three members;
 - (iii) three if the council consists of four or five members;
 - (iv) four if the council consists of six or seven members;
 - (v) five if the council consists of more than seven members.
- (b) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council Meetings

33. (a) 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.
- (b) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (c) Strata Lot Owners may attend council meetings as observers.
- (d) Despite paragraph (c), no observers may attend those portions of council meetings that deal with any of the following:
 - (i) Bylaw contravention hearings; and
 - (ii) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at Council Meetings

34. (a) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (b) If there is a tie vote at a council meeting, the president may break the tie

by casting a second, deciding vote.

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

Council to Inform Strata Lot Owners of Minutes

- 35. (a) The council must make available to the Strata Lot Owners the minutes of all council meetings prior to the holding of the next council meeting, whether or not the minutes have been approved.

Delegation of Council's Powers and Duties

- 36. (a) Subject to paragraphs (b) to (d), 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.
- (b) The council may delegate its spending powers or duties, but only by a resolution that:
 - (i) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (ii) delegates the general authority to make expenditures in accordance with paragraph (c);
- (c) A delegation of a general authority to make expenditures must:
 - (i) set a maximum amount that may be spent; and
 - (ii) indicate the purposes for which, or the conditions under which, the money may be spent.
- (d) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (i) whether a person has contravened a bylaw or rule; or
 - (ii) whether a person should be fined, and the amount of the fine.

Spending Restrictions

- 37. (a) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (b) Despite paragraph (a), a council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (c) Subject to the Act, the Strata Corporation may make an unapproved expenditure if the expenditure, together with all other unapproved expenditures in the same fiscal year, is less than \$5,000.

Limitation on Liability of Council Member

38. (a) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (b) Subparagraph (a) does not affect a council member's liability, as a Strata Lot Owner, for a judgment against the Strata Corporation.

Consents

39. (a) Any consent, approval or permission given under these Bylaws by the strata council or a Section Executive, as the case may be, will be revocable at any time upon reasonable notice.
- (b) 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 3/4 vote.

PART 5-COMMON EXPENSES

Strata Fees

40. (a) An owner's contribution to the common expenses of the Strata Corporation must be levied in accordance with these bylaws.

Apportionment of Common Expenses

41. (a) Common expenses must:
- (i) be for the account of the Strata Corporation;
 - (ii) be allocated to all strata lots; and
 - (iii) 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
- (b) Common expenses attributable to any one strata lot alone must be allocated to that strata lot.

Deposits to Operating and Contingency Funds

42. (a) Upon receipt each month of strata fees from the owners, the Strata Corporation will deposit into separate accounts that portion of the fees which is applicable to the Strata Corporation operating fund and the Strata Corporation contingency reserve fund.

PART 6 - ENFORCEMENT OF BYLAWS AND RULES

43. (a) If a Strata Lot Owner, tenant or occupant contravenes the Bylaws or Rules, the Strata Corporation, may do one or more of the following:
- (i) impose a fine on the owner or tenant;
 - (ii) do that which is reasonably necessary to remedy the contravention of the bylaw or rule, without liability to the owner for any loss or damage that may accrue to the owner's property; and
 - (iii) require that the reasonable costs of remedying the contravention plus an administration fee of 10% of those costs be paid by the person who may be fined under paragraph (a); and that person must pay the Strata Corporation's, or the Section's, actual reasonable costs in the circumstances, immediately upon presentation of an invoice for those costs.
- (b) The Strata Corporation must not impose a fine for contravention of a bylaw or rule, or require a person to pay costs of remedying a contravention of a bylaw or rule, unless;
- (i) the Strata Corporation has received a written complaint with respect to a contravention of a bylaw or rule by a Strata Lot Owner, occupant or tenant;
 - (ii) the Strata Corporation has given the Strata Lot Owner, tenant or occupant (if applicable) the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the Strata Lot Owner, tenant or occupant; and
 - (iii) within 10 days after notice from the Strata Corporation specifying the contravention, the owner, tenant or occupant has not remedied the contravention or, if the remedy reasonably requires a longer period, the Strata Lot Owner or tenant or occupant has not commenced to remedy the contravention within the 10 day period and thereafter does not diligently pursue the remedy of the contravention.
- (a) The Strata Corporation must as soon as feasible give notice in writing of a decision made under subparagraph (b)(ii).
- (b) Despite paragraph (b), the Strata Corporation may on the 10th day following the day that strata fees are due, levy a fine for late payment of strata fees or any other monies owing to the Strata Corporation, due on the day that the fine is levied.
- (c) Each consecutive month that the monies owing to the Strata Corporation are paid late or remain unpaid must be treated as a separate contravention subject to a separate fine.
- (d) Additional assessments, fines authorized by these Bylaws, banking charges, filing costs, legal expenses (on a solicitor-client basis), interest charges and any other expenses incurred by the Strata Corporation to enforce these Bylaws or any Rule or regulation of the Strata Corporation will become part of the

assessment of the owner responsible and will 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 remediating the contravention of a bylaw will be calculated as a separate component of that assessment and the Strata Corporation may not register a lien for that separate component.

PART 7 – VOLUNTARY DISPUTE RESOLUTION

44. (a) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
- (i) all the parties to the dispute consent; and
 - (ii) the dispute involves the Act, regulations, the Bylaws, or the Rules.
- (b) a dispute resolution committee consists of:
- (i) 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
 - (ii) any number of persons consented to, or chosen by a method that is consented to by all the disputing parties.
- (f) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

PART 8 – MARKETING ACTIVITIES BY OWNER DEVELOPER

Display Lot

45. (a) An owner developer who has an unsold Strata Lot may carry on sales functions that relate to its sale, including the posting of signs.
- (b) An owner developer may use a Strata Lot that the owner developer owns or rents as a display lot for the sale of other Strata Lots in the strata plan.

PART 9 - AMENDMENT OF THE BYLAWS

Amendment of the Bylaws

46. (a) These Bylaws must not be amended except at an annual or special general meeting by a resolution passed by a 3/4 vote of all of the Strata Lot Owners.

- (b) An amendment to these Bylaws has no effect until an Amendment to Bylaws in the prescribed form is filed in the Land Title Office.
- (c) An Amendment to Bylaws must be filed in the Land Title Office within 60 days of the amendment being approved.
- (d) The Strata Corporation must inform owners and tenants of any amendment to the bylaws as soon as feasible after the amendment is approved.