

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. CONTACT: (Name, address, phone number)

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

Supplied
Ordered

Strata Property Act

FORM I

AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS5762 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with Section 128 of the Strata Property Act at an Annual General Meeting held on October 24, 2017.

Resolution:

13.1 **Resolution #5 (3/4 Vote) – New Bylaw: Prohibition of Transient Accommodation**

Motion: BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS STRATA PLAN VIS5762 that the Strata Corporation add a new subsection (4) (a) and (b) to Section 49 governing Rentals as follows:

(4) Prohibition Against Use as Transient Accommodation

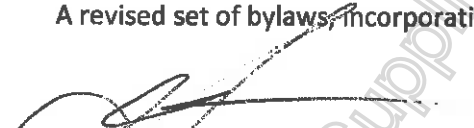
- (a) No owner, tenant, or occupant of a Strata lot may permit the use of a Strata lot, or any portion of it, for transient accommodation. For purposes of this Strata bylaw, owners, tenants, and occupants will be deemed to be using a Strata lot for transient accommodation if they rent, lease, or license to, or otherwise permit the use of the Strata lot by, the transient, travelling, tourist, business, or vacationing public in exchange for monetary compensation or the use of accommodation elsewhere, for any period of one (1) month or less.
- (b) Notwithstanding any other provision of these bylaws, if an owner, tenant, or occupant of a Strata lot permits the use of the Strata lot for transient accommodation in contravention of the previous paragraph, the owner of the Strata lot shall be subject to a fine of up to \$200.00 for each day of contravention.

Moved: SL102

Seconded: SL79

There being no discussion, the question was called and the vote taken. The motion was **CARRIED with 62 votes In Favour and 0 votes Opposed.**

A revised set of bylaws, incorporating these amendments, is attached.



Signature of Council Member



Signature of Second Council Member

Date: Nov 16/2017

STRATA PLAN VIS 5762 THE PARC RESIDENCES BYLAWS

Payment of strata fees and special levies

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. If an owner does not pay a strata fee on its due date, then:
 - (a) interest is payable by the owner on the overdue amount from due date at the rate of 10% per annum compounded annually or at such other maximum rate of interest as may be specified from time to time in the regulations made under the Act, and
 - (b) the strata corporation may impose a fine of up to \$200.00 per month for every month that the strata fee remains unpaid.
- (2) An owner must pay a special levy on or before the date it becomes due and payable. If an owner does not pay a special levy on its due date, the strata corporation may impose a fine of up to \$200.00 per month for every month that the special levy remains unpaid.

Repair and maintenance of property by owner

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

Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal or otherwise in contravention of federal, provincial, regional or municipal laws,
 - (e) 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 or may negatively impact the strata's insurance or violates any municipal bylaw requirements.

- (2)
 - (a) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Strata Property Act (the "Act").
 - (b) An owner must not use his or her strata lot in any way that may compromise the insurance coverage of the strata corporation under sections 149 and 150 of the Act.
 - (c) A tenant, occupant or visitor must not use a strata lot in any way that may compromise the insurance coverage of the strata corporation under sections 149 and 150 of the Act.
- (3) An owner shall repair and maintain his strata lot, including doors and areas allocated to his exclusive use, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted.
- (4) An owner, tenant or occupant shall not alter the exterior appearance of the building by displaying patterned drapes or coloured curtains or light-blocking devices such as aluminum foil, wood, or cardboard on any window. Any and all window coverings must have a neutral colour visible from the exterior and be similar in design to the original blinds provided by the developer.
- (5) An owner, tenant or occupant must not:
 - (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot, common property or limited 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;
 - (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot, common property or limited common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
 - (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
 - (d) 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;
 - (e) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the council;

- (f) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other like cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time;
- (g) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (h)
 - (i) install any hanging plants or baskets or other hanging items within three feet of the balcony railing line;
 - (ii) affix or permanently attach any indoor-outdoor carpeting to a strata patio, balcony or terrace;
 - (iii) place or use any water features or hot tubs on any patio, balcony or terrace;
 - (iv) store, place or use any item on a patio, balcony or terrace with the exception of patio furniture and accessories, a barbecue or self-contained, free-standing flower pots or planter boxes;
- (i) shake any mops or dusters of any kind, nor throw any refuse out of the windows or doors or from a balcony of a strata lot;
- (j) do anything that will increase the risk of fire or the cost of insurance on the building or any part thereof;
- (k) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply, heated water or natural gas supply;
- (l) allow a strata lot to become unsanitary or a source of odour;
- (m) use or install in or about a strata lot any shades, awnings, window guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
- (n) fasten to the strata lot, the common property or any limited common property any television, radio antenna, satellite dish or similar structure or appurtenance thereto;
- (o) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (p) discharge any form or type of pyrotechnic device at any time;
- (q) use or permit the use of a strata lot other than as a single family residence;
- (r) house a waterbed in their strata lot;

- (s) store any perishable or hazardous material or items in their locker area, including items which may deteriorate or attract pests.
- (6) An owner, tenant or occupant must not keep any pets on a strata lot other than as noted in section 45 of these by-laws.
- (7) An owner, tenant or occupant shall not feed nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any Strata Lot or the common property.
- (8) Where structural or other alterations to a strata lot have been approved by the council, hours of work on the alterations shall be limited to the hours between 9:00 a.m. and 5:00 p.m. Monday through Friday and between the hours of 10:00 a.m. and 5:00 p.m. on Saturday. No work shall be conducted on Sunday.
- (9) Council and owners, tenants and occupants shall retain only licensed and properly qualified plumbers, electricians, and other trades to carry out electrical, plumbing or other work on a strata lot or common property.

Inform strata corporation

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

Obtain approval before altering a strata lot

- 5 (1) An owner must submit a written request and 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 (ie. including, for example, adding security devices to the entrance door to a strata lot);
 - (e) fences, railings, or similar structures enclosing a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;

- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration. If the alterations are not maintained to a suitable standard the owner will be assessed the costs of restoring the strata lot to its original design.
- (3) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.
- (4) Any Owner contemplating alterations to a strata lot must first advise the Strata Council in writing as to the expected timeframe for the alterations. Such notice shall identify the scope of work, noise level expected and the duration of the alteration. Whenever possible, to minimize disruption to neighbouring residents, no alteration shall extend beyond a three month period.

Obtain approval before altering common property

- 6 (1) An owner must submit a written request and obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets. All approved alterations must be completed within 60 days of receiving approval.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.
- (3) All alterations must conform to the design of the building and landscape of the strata corporation.
- (4) All permitted alterations to the common property are subject to final inspection and approval by the council and if necessary, provide all building permits required by the City.

Permit entry to strata lot

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; or
 - (b) at a reasonable time, on 48 hours' written notice, to
 - (i) inspect, repair or maintain common property, common assets or

- any portion(s) of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act,
- (ii) carry out regularly scheduled inspections or servicing, such as in respect of in-suite smoke detectors, fire alarms, dryer ducts and vents, plumbing, electrical wiring or otherwise, or
 - (iii) ensure compliance with the Act and these bylaws.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.
 - (3) If the owner or resident of a strata lot is not available to allow entry to the strata lot by a person authorized by the strata corporation in an emergency referred to in subsection (1)(a) and has not made alternate arrangements with the strata corporation to allow entry in the event of such an emergency, the owner of the strata lot is responsible for all costs incurred by the strata corporation to gain entry to the strata lot in that emergency, including but not limited to the cost of any repairs resulting from a forced entry.
 - (4) The owner of a strata lot is responsible for all costs incurred by the strata corporation, including but not limited to the cost of rescheduling entry to another date, if the owner or resident of a strata lot is not available to provide entry to the strata lot at the time specified in the notice referred to in subsection (1)(b) or has not made alternate arrangements with the strata corporation to allow entry to the strata lot at that time.
 - (5) For the purpose of subsections (3) and (4), alternate arrangements include but are not limited to:
 - (a) providing the strata corporation with the name and telephone number of a contact person who can provide entry to the strata lot in the circumstances referred to in subsection (1);
 - (b) providing the strata corporation with a key to facilitate entry to the strata lot in the circumstances referred to in subsection (1); or
 - (c) if a strata lot is alarmed, providing the strata corporation with the alarm code and alarm monitoring company information or the name and telephone number of a contact person who can provide the strata corporation with that information in order to facilitate entry to the strata lot in the circumstances referred to in subsection (1).
 - (6) Any owner, tenant or occupant of a strata lot that does not provide unit access or has not made alternate arrangements in accordance with subsections (4) and (5) noted hereinabove shall be levied a \$200.00 fine.

Repair and maintenance of property by strata corporation

- 8 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, 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 a 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 (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;
 - (e) fences, railings and similar structures that enclose patios, balconies and yards;
 - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies, and other things attached to the exterior of the building;
 - (iv) 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;
 - (v) fences, railings, and similar structures that enclose patios, balconies and yards.

Council size

- 9 (1) The council must have at least three (3) and not more than seven (7) members.
- (2) No owner may stand for council or continue to be on council if the strata corporation is entitled to register a lien against the owner's strata lot under section 116(1) of the Act.

Council members' terms

- 10 (1) The term of office of a council member begins after the conclusion of the annual general meeting at which the council member was elected, continues past the

next annual general meeting, and concludes at the end of the following annual general meeting, thus covering two complete annual general meetings.

- (2) As outlined in subsection (1), the term of office of a council member is approximately two years unless the member is being elected to replace someone who has not completed his or her term, in which case the term of office for that member shall be for the remainder of the replaced member's term.
- (3) For continuity purposes and to the extent possible, new council members should be elected with terms that have approximately one-half of the council retiring each year.
- (4) A person whose term as a council member is ending is eligible for re-election.

Removing council member

- 11 (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.
- (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.
- (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.

Replacing council member

- 12 (1) If a council member resigns or is unwilling or unable to act for a period of two (2) or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (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.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of two (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

- 13
- (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, a vice president, a secretary and a treasurer.
 - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
 - (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.
 - (4) If an officer other than the president is unwilling or unable to act for a period of two (2) or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 14
- (1) Any council member may call a council meeting by giving all the other council members at least one (1) week's notice of the meeting, specifying the reason for calling the meeting.
 - (2) The notice does not have to be in writing.
 - (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.
 - (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

- 15
- (1) An owner may request a hearing at a council meeting by written application to council stating the reason for the request and the estimated length of the

requested hearing.

- (2) If a hearing is requested under subsection (1), council will schedule a hearing at a regularly scheduled council meeting to be held within the following two months.
- (3) If the purpose of the hearing is to seek a decision of the council, council will provide the owner with a written decision within a reasonable time following the hearing.

Quorum of council

- 16 (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.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 17 (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.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any matter in relation to contemplated, pending or active legal proceedings where the presence of observers might interfere with or prejudice the confidential nature of the discussion of that matter;
 - (d) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.
- (5) The representative of the property manager may, at a council meeting, offer his

or her opinion to council on any matter before council. If the representative's opinion on a matter is contrary to a decision made by council the property manager may at its discretion disclose its opinion in the minutes of that council meeting or by correspondence to the owners and council shall not interfere with the exercise of that discretion by the property manager.

Voting at council meetings

- 18 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

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

Delegation of council's powers and duties

- 20 (1) Subject to subsections (2) to (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.
- (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 (3).
- (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.
- (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.

Spending restrictions

- 21 (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 these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

- 22 (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.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Fines/Payments

- 23 (1) To enforce a bylaw or rule the strata corporation may do one or more of the following:
- (a) impose a fine;
 - (b) remedy a contravention.
- (2) Before enforcing a bylaw or rule the strata corporation may give a person a warning or may give the person time to comply with the bylaw or rule, but is not obliged to do so.
- (3) The strata corporation may fine an owner if a bylaw or rule is contravened by:
- (a) the owner;
 - (b) a person who is visiting the owner or was admitted to the premises by the owner for social, business or family reasons or any other reason; or
 - (c) an occupant, if the strata lot is not rented by the owner to a tenant.
- (4) The strata corporation may fine a tenant if a bylaw or rule is contravened by:
- (a) the tenant;
 - (b) a person who is visiting the tenant or was admitted to the premises by the tenant for social, business or family reasons or any other reason; or
 - (c) an occupant, if the strata lot is not sublet by the tenant to a subtenant.

- (5) The strata corporation may fine an owner or tenant a maximum of:
 - (a) \$200.00 for each contravention of a bylaw which is not a rental restriction bylaw;
 - (b) \$500.00 for each contravention of a rental restriction bylaw;
 - (c) \$50.00 for each contravention of a rule.
- (6) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption for longer than seven (7) days a fine may be imposed every seven (7) days. Nothing in this subsection shall be taken as preventing a fine under subsection (5) for discrete bylaw violations which constitute separate events and not a continuing contravention, even if the violation is of the same type or kind.
- (7) The strata corporation may do what is reasonably necessary to remedy a contravention of its bylaws or rules, including:
 - (a) doing work on or to a strata lot, the common property or common assets; and
 - (b) removing objects from the common property or common assets.
- (8) The strata corporation may require that the reasonable costs of remedying the contravention be paid by the person who may be fined for the contravention.
- (9) The strata corporation may, for a reasonable length of time, deny an owner, tenant, occupant or visitor the use of a recreational facility that is common property or a common asset if the owner, tenant, occupant or visitor has contravened a bylaw or rule relating to the recreational facility.
- (10) The strata corporation must not:
 - (a) impose a fine against a person;
 - (b) require a person to pay costs of remedying a contravention; or
 - (c) deny a person the use of a recreational facility for a contravention of a bylaw or rule unless the strata corporation has:
 - (d) received a complaint about the contravention;
 - (e) given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant; and
 - (f) if the person is a tenant, given notice of the complaint to the person's landlord and to the owner.
- (11) The strata corporation must promptly give notice in writing of a decision on a matter referred to in subsection (10)(a), (b) or (c) to the persons referred to in subsection (10)(e) or (f), as the case may be.
- (12) Upon a strata corporation having complied with bylaw 23(10)(e) or (f) in respect

of a contravention of a bylaw or rule, it may impose a fine or other penalty for a continuing contravention of that bylaw or rule without further compliance with this provision.

- (13) Each owner or tenant, as the case may be, is responsible for payment, without invoice, of any money (other than strata fees but including special levies) owing to the strata corporation as provided for in the Act or these bylaws.
- (14) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation to enforce its bylaws or any rule which may be established from time to time, shall become part of the assessment of the owner responsible and shall become due and payable when notice of the said amount is delivered to the owner or on the first day of the month next following, whichever is sooner, except that any amount 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.

Person to chair meeting

- 24 (1) Annual and special general meetings must be chaired by the president of the council.
- (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.
- (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.

Quorum

- 25 Please refer to bylaw 40.

Participation by other than eligible voters

- 26 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters, and a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (2) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act. If paying arrears within the two weeks preceding a general meeting, payment must be in the form of a money order, certified cheque or cash in order for the owner to be allowed to vote.
- (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.
- (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.
- (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.
- (6) If there are only two (2) strata lots in the strata plan, subsection (5) does not apply.
- (7) 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 an eligible voter.

Order of Business

- 28 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 meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the strata corporation under section 125 of the Act;
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;

- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Voluntary Dispute Resolution

- 29 (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.
- (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.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Small Claims Actions

- 30 Notwithstanding any provisions of the Act the strata corporation may proceed under the Small Claims Act against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by resolution passed by a 3/4 vote.

Electronic Attendance at Meetings

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

Use of Patios and Balconies

- 32 An owner, tenant or occupant of a strata lot which does not have enclosed balconies shall not place planters or other such items or equipment within any part of the limited common property designated on a strata plan exclusively for the use of such owner

unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development (ie. the building and its landscaping) in terms of design, quality, proportion and color. 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, tenant or occupant entitled to the use of the limited common property on which they are placed.

Waste Disposal

- 33
- (1) An owner shall not allow his strata lot and areas designated for his exclusive use to become untidy or unsanitary. Rubbish, garbage, boxes, packing cases or the like shall not be thrown, piled or stored on the common property. The council shall be at liberty to remove such items and clean up the common property and charge the expense to the owner in breach of this bylaw;
 - (2) Waste must not be deposited on or about the common property or limited common property other than in the Garbage Room and any other places designated by the council;
 - (3) The owner of a strata lot is responsible for the cleanliness of rented strata lots;
 - (4) An owner must obtain prior approval of council before placing any garbage container on the common property. An owner may make a resolution at the annual general meeting with respect to the rental of a common garbage container;
 - (5) An owner shall not store waste materials in any exterior waste disposal container unless the approval of the strata corporation has been first obtained and the container is placed within an enclosure of a design approved by council;
 - (6) Any materials other than ordinary household refuse or garbage shall be disposed of by the owner at the owner's expense;
 - (7) An owner, tenant or occupier shall not throw out or permit material to fall out of any window, door, balcony, patio, stairwell, passage or other part of a strata lot or common property or limited common property. This prohibition applies particularly to burning material such as cigarettes or matches;
 - (8) An owner, tenant or occupier shall not allow his or her pet's waste to remain on common property or limited common property and shall take all reasonable measures to control and be responsible for any approved pets in or about a strata lot, common property or limited common property.
 - (9) Household waste must be properly sorted and deposited in the appropriate organic waste, recycling, and garbage containers in the Garbage Room and any other places designated by the council.

- (10) To maximize the use of container space and to minimize costs to the strata, cardboard boxes must be flattened and deposited in the appropriate paper / cardboard recycling container. Large cardboard boxes must also be broken down into smaller pieces.
- (11) Non-biodegradable items including plastic bags must not be deposited in the organic waste containers.
- (12) Non-biodegradable and non-recyclable household waste is considered to be garbage and must be securely bagged and tied, and then discarded in the appropriate garbage container, even if it is thought that another individual might find a use for the item. Individuals are encouraged to donate their gently used items to interested community organizations outside of the strata.
- (13) The following items must not be discarded or abandoned in the Garbage Room:
- (i) Furniture;
 - (ii) Electronics;
 - (iii) Appliances;
 - (iv) Mattresses;
 - (v) Barbeques;
 - (vi) Building supplies;
 - (vii) Scrap metal;
 - (viii) Concrete;
 - (ix) Asphalt;
 - (x) Tires;
 - (xi) Drywall;
 - (xii) Paint;
 - (xiii) Hazardous waste; and
 - (xiv) Propane tanks
- (14) Waste collectors and facilities may place additional disposal restrictions from time to time. These additional disposal restrictions may be identified on the waste containers or within the Garbage Room. Disposal restrictions must be respected by all individuals. When a disposal restriction is not respected, additional charges are laid against the strata corporation. Any items found in the Garbage Room or any common property areas not respecting the bylaws shall be removed by the Strata Corporation at the offending individual's expense. The offending individual shall also be subject to a fine.
- (15) The Garbage Room door must be kept closed at all times when not in use.

Parking / Vehicles / Traffic / Bicycles

- 34 (1) An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles or motorcycles, and not for the parking of any other type of vehicle or the storage of any other item, including but not limited to recreational trailers, campers or boats except upon prior approval of the strata council.

- (a) A user fee is established effective July 1, 2007 in the amount of \$5.00 per month to offset the cost of hydro consumption for powered devices in parking stalls in the garage.
 - (b) Subsection (1)(a) does not apply to hydro consumption for electric power wheelchairs and handicap mobility scooters.
- (2) An owner, tenant or occupant **shall not**:
 - (a) use any parking space 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) use any parking space on the common property or on any limited common property to carry out any oil changes or any other repair to motor vehicles or other mechanical equipment, except in the case of emergency;
 - (c) rent or lease the parking space assigned by the strata corporation to his strata lot or otherwise permit that parking space to be regularly used by anyone that is not an owner, tenant or occupant of a building in the strata plan;
 - (d) park or leave unattended or cause to be parked or left unattended, any item in such a position or way that it blocks, interferes with or infringes upon any part of an access lane or another strata lot's parking space;
 - (e) use any part of a parking space or the common property for storage, without the written consent of the council.
- (3) An owner, tenant or occupant shall not use any common property or entry or exit area or roadway for loading, unloading, sorting, or other related activity save and except for immediate loading and unloading only directly from a vehicle into the strata lot.
- (4) An owner, tenant or occupant must promptly and at his own expense clean up any oil or other substance which spills or leaks onto the common property. The strata corporation may prohibit the vehicle which is the source of the spill or leak from parking on common property until repaired.
- (5) An owner, tenant or occupant who does not have an assigned parking space must park their vehicle off the common property.
- (6) Vehicles that are illegally parked within the common property or parked in contravention of the bylaws or rules will be removed at the owner's sole risk and expense and owners may be subject to a fine.
- (7) Assignment of parking spaces will be made only by the strata corporation and only for vehicles which are properly registered and licensed in accordance with

this bylaw.

- (8) Only vehicles with current registration and insurance in force shall be allowed in parking areas unless a copy of a current "unlicensed vehicle policy" with a minimum of \$100,000.00 basic third party legal liability coverage is displayed in the vehicle or provided to the strata corporation. Derelict vehicles will not be allowed to remain on the property.
- (9)
 - (a) Visitor Parking stalls are for the exclusive temporary, short-term use of visitors of residents. Parking in the visitor parking stalls is by Visitor Parking Pass only. Passes are located directly across from the visitor parking area (near the lobby side entrance). The Visitor Parking Pass must be visibly displayed (information side up) at all times on the dashboard of the parked vehicle and must legibly identify the:
 - (i) Suite number being visited,
 - (ii) License plate number of the parked vehicle,
 - (iii) Visit start date and time, and
 - (iv) Visit end date and time
 - (b) Vehicles, other than those of contractors performing work at 160 Wilson Street, must not be parked in the Contractor Parking stall alongside the main entrance access lane.
 - (c) Vehicles must not be parked or left unattended in the main entrance access lane for more than 10 minutes.
- (10) No parking areas which are common property may be altered or defaced in any manner.
- (11) The maximum speed limit in all parking areas is 10 km per hour.
- (12) Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the owner's designated storage locker or such other area as may be prescribed by the council. All bicycles must enter or exit the building by way of vehicle entry to the parking garage only.
- (13) Any owner, tenant or occupant that leaves any item anywhere on or in the 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 an insured under that policy.

Moves and Deliveries

- 35 (1) A non-refundable fee of \$200.00 will be levied to the owner of a strata lot for each move-in and each move-out of the strata lot to defray costs to the strata corporation associated with moves, such as but not limited to the cost of inspection of the common areas before and after moving, administration, security access coding, garbage disposal, installation of elevator pads and issuance of the elevator control key.
- (2) An appointment for a move-in or move-out time must be made with the strata council or person designated by the strata council at least 72 hours in advance of the date of a move-in or move-out. Move-ins and move-outs must take place between 9:00AM and 6:00PM Monday to Friday or 10:00AM and 6:00PM on Saturday, Sunday or statutory holidays.
- (3) The elevators must be padded before they can be used for a move-in or a move-out of a strata lot or to deliver or remove large furniture, major appliances or building materials to or from a strata lot. The elevators will be booked on a first come first served basis. At no time will two elevators be permitted to be used for a move-in or move-out or to deliver or remove large furniture, major appliances or building materials at the same time.
- (4) The owner of a strata lot shall reimburse the strata corporation for the cost of all repairs to common areas made necessary by damage resulting from a move-in or move-out of the strata lot by the owner or a tenant of the owner, or a delivery or removal of furniture, appliances or building materials to or from the strata lot by the owner or a tenant of the strata lot.
- (5) Without limiting the generality of subsection (4), the moving party must deliver a \$100.00 refundable deposit to the strata council or person designated by the strata council at the time the elevator is locked out for a move-in or move-out of a strata lot. If the elevator or hallways are damaged during a move-in or move-out, the cost of repairs will be subtracted from the deposit. Damage costs not recovered from the moving party shall be assessed to the owner.
- (6) A tenant may not book the elevator for a move-in or move-out of a strata lot. Only the owner of a strata lot or the owner's legally appointed representative may book the elevator on behalf of a tenant.
- (7) An elevator shall not be booked on behalf of a tenant for a move-in or move-out until a complete and accurate Form "K", Notice of Tenant's Responsibilities is received by the strata council or the property manager.
- (8) No door of Parc Residences is to be blocked open during a move or delivery unless the door is directly supervised by a resident of the strata lot and that resident must not allow any person into Parc Residences except for their own visitors or people who can prove they are residents of Parc Residences.

- (9) An owner or tenant contravening any subsection of this bylaw is subject to a fine of up to \$200.00.

Damage to Property

- 36 (1) No owner, tenant or occupant shall be entitled to claim any compensation from the strata corporation for any loss or damage to the property or person of the owner, tenant or occupant arising from any defect or want of repair of a strata lot, the common property, limited common property, or any parts thereof.
- (2) The strata corporation shall not be responsible to an owner, tenant or occupant for any loss, damage or expense caused by an overflow or leakage of water from any building, adjoining buildings or by the breaking or bursting of any pipe or plumbing fixtures, or in any other manner whatsoever. Without limiting the generality of the foregoing, an owner, tenant or occupant shall indemnify and hold harmless the strata corporation from any claim by a tenant for any loss, damage or expense arising out of the owner's negligence or willful act. An owner shall be responsible to inform his tenant of potential risks of water damage, as described herein or otherwise.
- (3) Where the strata corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or the common property, the strata corporation and its agent shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the strata lot, leaving it clean and free of debris.
- (4) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property or to any strata lot by the owner's, tenant's or occupant's act, omission, negligence or carelessness or by that of any member of the staff or the owner's, tenant's or occupant's guests, employees, or agents, but only to the extent that such expense is not met by the proceeds received by the strata corporation's insurance coverage. In such circumstances, and for the purposes of this bylaw, 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 shall be charged to the owner, tenant or occupant and shall be added to and become a part of the assessment of that owner, tenant or occupant for the month next following the date on which the expense was incurred, and shall become due and payable on the date of payment of the monthly assessment.
- (5) Subject to subsection (4), the strata corporation shall indemnify and save harmless any owner from loss or damage suffered by that owner by reason of the denial of insurance coverage which the strata corporation, through its conduct or otherwise, represented to that owner that the owner was covered

for such loss or damage, by insurance obtained by the strata corporation on behalf of the owners.

- (6) In the event that the strata corporation or its authorized agent determines that an emergency exists and that damage may be caused to any strata lot or common property, a strata lot owner shall indemnify and save harmless the strata corporation from the expense of a contractor attending the building and from any reasonable maintenance, repair or replacement to or in the strata lot, that would otherwise be the responsibility of the owner of that lot, but only to the extent that such expense is not met by the proceeds of insurance carried by the strata corporation.
- (7) An owner, tenant or occupant, their employees or guests, shall not damage and shall not do or permit anything to be done, including placing chairs, tables or other objects on the lawns and grounds, that may cause damage to or prevent growth of the trees, plants, bushes, shrubs, flowers or lawns or prevent/interfere with the cutting of the lawns or the maintenance of the grounds generally, except in such places and/or manner approved by the council.

Damage to Common Property

- 37 (1) No owner, tenant or occupant of a strata lot or guest shall do anything on the common property to damage any physical improvements thereto and facilities therein including parking spaces, roof, lighting, utility rooms, retaining walls, fences and landscaping. Owners are liable for damage to the strata corporation assets and common property by their employees, visitors, tenants and pets.

Security

- 38 (1) No individual is permitted in any part of the common property with restricted access including but not limited to the roof, utility rooms, and mechanical rooms, and the water features except as permitted by the council or as part of any authorized activity in connection with the inspection, repair and maintenance of the building.
- (2) An individual must not voluntarily allow any person not personally known to them as a resident into the building.
 - (3) When entering or exiting through a parking garage gate, the individual must wait for the exterior gate to completely close before leaving the immediate area. Tailgating is not permitted.
 - (4) Common property doors and gates must not be left open and unattended or unlocked for any reason.
 - (5) Any door marked as an emergency exit only door must be used for emergency exits only.

- (6) An owner, tenant or occupant must not give any keys, combinations, building access devices including but not limited to entry fobs, dashboard cards, remote control devices, and windshield decals, or other means of access to the building, the parking garage or common areas to any person other than to an employee, designated representative, contractor, occupant or guest of the strata lot permitted by these bylaws.
- (7) After leaving council, former council members must return all keys, building access devices, or other means of access to the restricted access areas of the property to the strata corporation or the person designated by the council by the next council meeting.
- (8) All fire safety devices including but not limited to sprinklers, detectors, speakers, panels, signs, extinguishers, and pull stations including those within individual strata lots must not be painted, obstructed, or tampered with in any way. Pull stations and extinguishers must only be used in response to an emergency.
- (9) Key and Building Access Device Requests:

 - (a) All key and building access device requests must be made by the strata lot owner or the owner's legally appointed representative to the strata corporation or the person designated by the council.
 - (b) Before receiving or re-activating any key or building access devices, payment must be submitted to the strata corporation for any and all published charges that are in force from time to time by the council for the requested key or building access device.
 - (c) Keys and building access devices will only be provided to the requesting strata lot owner or the owner's legally appointed representative upon presentation of acceptable government-issued photo identification.
 - (d) The council has the sole discretion to grant or reject any and all requests for keys and building access devices.
- (10) To receive or re-activate a building access device and/or to maintain its activation, the owner or the owner's legally appointed representative must complete any and all forms established from time to time by the council within the identified time period. Information from the completed form may be entered into the building access control system to assist with the identification and ownership of the building access device.
- (11) The strata corporation, in coordination with the strata lot owner, may deactivate and/or delete some or all building access devices associated with a strata lot.
- (12) Once a key or building access device is issued, each owner must take all reasonable steps to ensure that the misuse of the key or building access device

is prevented.

- (13) If a building access device is lost, stolen, or missing, it must be reported immediately to the strata corporation or the person designated by the council. The building access device will then be de-activated or deleted from the building access control system so it will no longer operate or open any door or gate. Replacements may be requested as set out in subsections (9) and (10).
- (14) Within 14 days of a change in ownership or occupancy of a strata lot, the strata lot owner or the owner's legally appointed representative must present all their building access devices and/or the devices' identification details to the strata corporation or the person designated by the council.

Purchase of Property

- 39 The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a 3/4 vote at an annual or special general meeting if the personal property has a market value of more than \$1,500.

Quorum for Adjourned Meeting

- 40 Notwithstanding section 48(3) of the Act, if within **15 minutes** from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further **15 minutes** from the time appointed and, if within **½ hour** from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

Spectators at Council Meetings

- 41 Notwithstanding bylaw 17, in the course of a meeting of the council any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.

Persons Permitted on Council

- 42 As permitted by section 28(2) of the Act, a person other than an owner, an individual representing a corporate owner and a tenant may be a member of the council provided such person falls within one of the following classes of persons:
 - (a) a spouse, including a common law spouse, of an owner; and
 - (b) a professional advisor of an owner.

Limiting Expenditures of Council

- 43 (1) Subject to subsection (3), if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the strata corporation may only make such expenditure out of the operating fund if the expenditure,

together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this subsection (1) in the same fiscal year, is less than \$1,500.

- (2) If the strata corporation makes an expenditure under subsection (1) above, the strata corporation must inform owners as soon as feasible about any expenditure of more than \$500.00 on any single item.
- (3) Notwithstanding subsection (1) above, the strata corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

Storage

- 44 No owner, tenant or occupant shall store or permit to be stored any goods in or on common property without the prior written approval of the council.

Pets

- 45 (1) An owner, tenant or occupant must not keep any pets on or in a strata lot other than as follows:
- (a) A reasonable number of fish or other small aquarium animals; and
 - (b) Any combination of the following not exceeding a total of three (3) animals:
 - (i) no more than three (3) small caged mammals;
 - (ii) no more than two (2) caged birds;
 - (iii) no more than two (2) dogs; and
 - (iv) no more than two (2) cats
 - (c) Under no circumstances shall a pet be kept on or in the common property or limited common property of the strata corporation. The owners of pets shall be fully responsible for their behavior within the common property. If a pet is deemed to be a nuisance by the Strata Council, it shall be removed from the Strata Corporation within thirty (30) days. Visitors shall be informed of the rules concerning pets and residents will be responsible for clean-up or damage repair resulting from guest's pets being brought into the common property;
 - (d) No vicious dogs are permitted in any Strata Lot or on any portion of the common property. For purposes of this By-law a vicious dog means the following:
 - (i) any dog that has killed or injured

- (A) any person; or
 - (B) another animal while running at large; or
 - (ii) any dog that aggressively harasses or pursues another person or animal while running at large; or
 - (iii) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting;
- (2) An owner, tenant, occupant, or visitor must ensure that all animals are leashed or otherwise secured and under constant control when on the common property or on land that is a common asset.
 - (3) An owner, tenant, occupant, or visitor must ensure that they clean up after their pets at all times and with immediate effect.

Selling of Strata Lots and Signage

- 46 (1) The owner of a strata lot, when selling his or her strata lot, will not permit "for sale" signs to be placed on or about the common property except in such place as is designated for that purpose from time to time by the council.
- (2) An owner of a strata lot, when selling a strata lot, will not hold or permit to be held any public open house except in the manner prescribed by the council. One open house for agents will be allowed per listing. Unless the council otherwise prescribes, all showings must be by appointment only.

Changes to Floor Material

- 47 (1) An owner of a strata lot shall not remove, alter or replace any flooring material within a strata lot without first receiving written permission from the Strata Council prior to the removal of the old flooring. At no time shall an Owner remove the existing floor material and leave the bare concrete slab exposed.
- (2) Hard-surface flooring: Upon receiving approval by the Strata Council, an owner shall only be permitted to install hard-surface flooring (e.g. hardwood, laminate, tile or linoleum) provided that an underlay material be used that produces the highest possible combined Impact Insulation Class (IIC) rating currently available in concrete slab buildings to maximize the soundproofing between units. Council must receive samples of the materials to be used and documentation on the IIC achieved by the combination floor and underlay material before approval can be granted.
Should the owner fail to meet the requirements set out hereinabove, the Owner must take ALL measures to ensure compliance within 90 days which may include but is not limited to removing the flooring and restoring the floor surface back to its original condition at the owner's expense.

Extra Expense for Strata Lots Containing Outlet for Gas Barbecue

- 48 For the purposes of the Strata Property Act and the Regulations thereunder, strata lots containing an outdoor outlet for gas barbecues shall be considered a specific "type" of strata lot. Use of this outdoor outlet is permitted for gas barbecues only. Each such strata lot will be assessed an additional monthly charge of \$10.00 for the natural gas outlet service.

The owner or the owner's legally appointed representative may request that the monthly charge of \$10.00 be waived in the month following the outlet being successfully de-activated by the strata corporation at the owner's expense.

The owner or the owner's legally appointed representative may request that a de-activated outlet be re-activated by the strata corporation at the owner's expense. Upon successful re-activation of the outlet, the monthly charge of \$10.00 will start being assessed as of that month.

Rental Bylaw

- 49 (1) For the purposes of this bylaw, the terms "leases", "rent", "rents", "rented", "renting" and "rental" shall include any and all forms of tenancy or license relating to the occupancy of a strata lot.

Before a strata lot is occupied by a tenant, the owner must give the proposed tenant copies of the current bylaws and rules of the strata corporation, and a fully signed and completed Notice of Tenants Responsibilities (Form K) in respect of the proposed tenancy must be provided to the strata corporation.

- (2) Should any enforcement process against a tenant result in a fine, or in costs or expenses to be reimbursed to the strata corporation, in the event of non-payment by such tenant after a reasonable time as determined by the strata council, the fine, costs or expenses, as the case may be, shall be the responsibility of the owner who is the landlord of the tenant.
- (3) Should a tenant demonstrate to the satisfaction of the strata council that such tenant is either unwilling or unable to comply with the bylaws and rules of the strata corporation, the strata council may require the owner who is the landlord of such tenant to take whatever steps may be available, under all applicable laws, to end the tenancy.

The owner of the strata lot bears ultimate responsibility for the use of such owner's strata lot and for the compliance by all occupants, including tenants, of the owner's strata lot with these bylaws.

- (4) **Prohibition Against Use as Transient Accommodation**
- (a) No owner, tenant, or occupant of a Strata lot may permit the use of a Strata lot, or any portion of it, for transient accommodation. For purposes of this Strata bylaw, owners, tenants, and occupants will be deemed to be using a Strata lot for transient accommodation if they rent, lease, or license to, or otherwise permit the use of the Strata lot by, the transient, travelling, tourist, business, or vacationing public in exchange for monetary compensation or the use of

accommodation elsewhere, for any period of one (1) month or less.

- (b) Notwithstanding any other provision of these bylaws, if an owner, tenant, or occupant of a Strata lot permits the use of the Strata lot for transient accommodation in contravention of the previous paragraph, the owner of the Strata lot shall be subject to a fine of up to \$200.00 for each day of contravention.

Contingency Reserve Fund

- 50 Pursuant to section 93 of the Act and regulation 6.1 (2), the contingency reserve fund must reach at least three times the annual budget before the council can reduce the annual contribution to less than 10%. Notwithstanding this bylaw, the owners may at an annual general meeting or special meeting by three quarter vote reduce or increase this requirement.

Security Surveillance & Privacy

- 51 The Strata Corporation shall create policies and guidelines governing video monitoring and recording of the common property at Parc Residences to preserve the security and safety at the Strata Corporation. Common property access is controlled by the Strata Council and not Owners. To address the issue of privacy, these policies and guidelines will be generated to define a procedure for the use of the captured video images. Such guidelines will be updated from time to time by the Strata Council as may be required. Bylaw enforcement using surveillance equipment is limited to that which involves safety and security of the residents only.

Supplied to StrataDocs 2017/11/14
Ordered by Ron Neal 2019/04/29

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. CONTACT: (Name, address, phone number)

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

Supplied
Ordered

Strata Property Act

FORM I

AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS5762 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with Section 128 of the Strata Property Act at an Special General Meeting held on June 29, 2017.

BE IT RESOLVED by a $\frac{2}{3}$ vote of the Strata Corporation at a duly called special general meeting, held June 29, 2017, that pursuant to section 128 of the *Strata Property Act*, Bylaw 49 of the Strata Corporation, including its heading, be repealed and replaced with the following:

Rental Bylaw

49 (1) *For the purposes of this bylaw, the terms "leases", "rent", "rents", "rented", "renting" and "rental" shall include any and all forms of tenancy or license relating to the occupancy of a strata lot.*

Before a strata lot is occupied by a tenant, the owner must give the proposed tenant copies of the current bylaws and rules of the strata corporation, and a fully signed and completed Notice of Tenants Responsibilities (Form K) in respect of the proposed tenancy must be provided to the strata corporation.

(2) *Should any enforcement process against a tenant result in a fine, or in costs or expenses to be reimbursed to the strata corporation, in the event of non-payment by such tenant after a reasonable time as determined by the strata council, the fine, costs or expenses, as the case may be, shall be the responsibility of the owner who is the landlord of the tenant.*

(3) *Should a tenant demonstrate to the satisfaction of the strata council that such tenant is either unwilling or unable to comply with the bylaws and rules of the strata corporation, the strata council may require the owner who is the landlord of such tenant to take whatever steps may be available, under all applicable laws, to end the tenancy.*

The owner of the strata lot bears ultimate responsibility for the use of such owner's strata lot and for the compliance by all occupants, including tenants, of the owner's strata lot with these bylaws.

A revised set of bylaws, incorporating these amendments, is attached.


Signature of Council Member


Signature of Second Council Member

Date: July 4 2017

STRATA PLAN VIS 5762 THE PARC RESIDENCES BYLAWS

Payment of strata fees and special levies

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. If an owner does not pay a strata fee on its due date, then:
 - (a) interest is payable by the owner on the overdue amount from due date at the rate of 10% per annum compounded annually or at such other maximum rate of interest as may be specified from time to time in the regulations made under the Act, and
 - (b) the strata corporation may impose a fine of up to \$200.00 per month for every month that the strata fee remains unpaid.
- (2) An owner must pay a special levy on or before the date it becomes due and payable. If an owner does not pay a special levy on its due date, the strata corporation may impose a fine of up to \$200.00 per month for every month that the special levy remains unpaid.

Repair and maintenance of property by owner

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

Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal or otherwise in contravention of federal, provincial, regional or municipal laws,
 - (e) 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 or may negatively impact the strata's insurance or violates any municipal bylaw requirements.

- (2) (a) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Strata Property Act (the "Act").
 - (b) An owner must not use his or her strata lot in any way that may compromise the insurance coverage of the strata corporation under sections 149 and 150 of the Act.
 - (c) A tenant, occupant or visitor must not use a strata lot in any way that may compromise the insurance coverage of the strata corporation under sections 149 and 150 of the Act.
- (3) An owner shall repair and maintain his strata lot, including doors and areas allocated to his exclusive use, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted.
- (4) An owner, tenant or occupant shall not alter the exterior appearance of the building by displaying patterned drapes or coloured curtains or light-blocking devices such as aluminum foil, wood, or cardboard on any window. Any and all window coverings must have a neutral colour visible from the exterior and be similar in design to the original blinds provided by the developer.
- (5) An owner, tenant or occupant must not:
 - (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot, common property or limited 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;
 - (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot, common property or limited common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
 - (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
 - (d) 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;
 - (e) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the council;

- (f) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other like cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time;
- (g) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (h)
 - (i) install any hanging plants or baskets or other hanging items within three feet of the balcony railing line;
 - (ii) affix or permanently attach any indoor-outdoor carpeting to a strata patio, balcony or terrace;
 - (iii) place or use any water features or hot tubs on any patio, balcony or terrace;
 - (iv) store, place or use any item on a patio, balcony or terrace with the exception of patio furniture and accessories, a barbecue or self-contained, free-standing flower pots or planter boxes;
- (i) shake any mops or dusters of any kind, nor throw any refuse out of the windows or doors or from a balcony of a strata lot;
- (j) do anything that will increase the risk of fire or the cost of insurance on the building or any part thereof;
- (k) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply, heated water or natural gas supply;
- (l) allow a strata lot to become unsanitary or a source of odour;
- (m) use or install in or about a strata lot any shades, awnings, window guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
- (n) fasten to the strata lot, the common property or any limited common property any television, radio antenna, satellite dish or similar structure or appurtenance thereto;
- (o) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (p) discharge any form or type of pyrotechnic device at any time;
- (q) use or permit the use of a strata lot other than as a single family residence;
- (r) house a waterbed in their strata lot;

- (s) store any perishable or hazardous material or items in their locker area, including items which may deteriorate or attract pests.
- (6) An owner, tenant or occupant must not keep any pets on a strata lot other than as noted in section 45 of these by-laws.
- (7) An owner, tenant or occupant shall not feed nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any Strata Lot or the common property.
- (8) Where structural or other alterations to a strata lot have been approved by the council, hours of work on the alterations shall be limited to the hours between 9:00 a.m. and 5:00 p.m. Monday through Friday and between the hours of 10:00 a.m. and 5:00 p.m. on Saturday. No work shall be conducted on Sunday.
- (9) Council and owners, tenants and occupants shall retain only licensed and properly qualified plumbers, electricians, and other trades to carry out electrical, plumbing or other work on a strata lot or common property.

Inform strata corporation

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

Obtain approval before altering a strata lot

- 5 (1) An owner must submit a written request and 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 (ie. including, for example, adding security devices to the entrance door to a strata lot);
 - (e) fences, railings, or similar structures enclosing a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;

(g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration. If the alterations are not maintained to a suitable standard the owner will be assessed the costs of restoring the strata lot to its original design.
- (3) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.
- (4) Any Owner contemplating alterations to a strata lot must first advise the Strata Council in writing as to the expected timeframe for the alterations. Such notice shall identify the scope of work, noise level expected and the duration of the alteration. Whenever possible, to minimize disruption to neighbouring residents, no alteration shall extend beyond a three month period.

Obtain approval before altering common property

- 6
- (1) An owner must submit a written request and obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets. All approved alterations must be completed within 60 days of receiving approval.
 - (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.
 - (3) All alterations must conform to the design of the building and landscape of the strata corporation.
 - (4) All permitted alterations to the common property are subject to final inspection and approval by the council and if necessary, provide all building permits required by the City.

Permit entry to strata lot

- 7
- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; or
 - (b) at a reasonable time, on 48 hours' written notice, to

- (i) inspect, repair or maintain common property, common assets or any portion(s) of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act,
 - (ii) carry out regularly scheduled inspections or servicing, such as in respect of in-suite smoke detectors, fire alarms, dryer ducts and vents, plumbing, electrical wiring or otherwise, or
 - (iii) ensure compliance with the Act and these bylaws.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) If the owner or resident of a strata lot is not available to allow entry to the strata lot by a person authorized by the strata corporation in an emergency referred to in subsection (1)(a) and has not made alternate arrangements with the strata corporation to allow entry in the event of such an emergency, the owner of the strata lot is responsible for all costs incurred by the strata corporation to gain entry to the strata lot in that emergency, including but not limited to the cost of any repairs resulting from a forced entry.
- (4) The owner of a strata lot is responsible for all costs incurred by the strata corporation, including but not limited to the cost of rescheduling entry to another date, if the owner or resident of a strata lot is not available to provide entry to the strata lot at the time specified in the notice referred to in subsection (1)(b) or has not made alternate arrangements with the strata corporation to allow entry to the strata lot at that time.
- (5) For the purpose of subsections (3) and (4), alternate arrangements include but are not limited to:
 - (a) providing the strata corporation with the name and telephone number of a contact person who can provide entry to the strata lot in the circumstances referred to in subsection (1);
 - (b) providing the strata corporation with a key to facilitate entry to the strata lot in the circumstances referred to in subsection (1); or
 - (c) if a strata lot is alarmed, providing the strata corporation with the alarm code and alarm monitoring company information or the name and telephone number of a contact person who can provide the strata corporation with that information in order to facilitate entry to the strata lot in the circumstances referred to in subsection (1).
- (6) Any owner, tenant or occupant of a strata lot that does not provide unit access or has not made alternate arrangements in accordance with subsections (4) and (5) noted hereinabove shall be levied a \$200.00 fine.

Repair and maintenance of property by strata corporation

- 8** 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, 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 a 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 (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;
 - (e) fences, railings and similar structures that enclose patios, balconies and yards;
 - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies, and other things attached to the exterior of the building;
 - (iv) 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;
 - (v) fences, railings, and similar structures that enclose patios, balconies and yards.

Council size

- 9**
- (1) The council must have at least three (3) and not more than seven (7) members.
 - (2) No owner may stand for council or continue to be on council if the strata corporation is entitled to register a lien against the owner's strata lot under section 116(1) of the Act.

Council members' terms

- 10 (1) The term of office of a council member begins after the conclusion of the annual general meeting at which the council member was elected, continues past the next annual general meeting, and concludes at the end of the following annual general meeting, thus covering two complete annual general meetings.
- (2) As outlined in subsection (1), the term of office of a council member is approximately two years unless the member is being elected to replace someone who has not completed his or her term, in which case the term of office for that member shall be for the remainder of the replaced member's term.
- (3) For continuity purposes and to the extent possible, new council members should be elected with terms that have approximately one-half of the council retiring each year.
- (4) A person whose term as a council member is ending is eligible for re-election.

Removing council member

- 11 (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.
- (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.
- (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.

Replacing council member

- 12 (1) If a council member resigns or is unwilling or unable to act for a period of two (2) or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (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.

- (4) If all the members of the council resign or are unwilling or unable to act for a period of two (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

- 13 (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, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (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.
- (4) If an officer other than the president is unwilling or unable to act for a period of two (2) or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 14 (1) Any council member may call a council meeting by giving all the other council members at least one (1) week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (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.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

- 15
- (1) An owner may request a hearing at a council meeting by written application to council stating the reason for the request and the estimated length of the requested hearing.
 - (2) If a hearing is requested under subsection (1), council will schedule a hearing at a regularly scheduled council meeting to be held within the following two months.
 - (3) If the purpose of the hearing is to seek a decision of the council, council will provide the owner with a written decision within a reasonable time following the hearing.

Quorum of council

- 16
- (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.
 - (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 17
- (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.
 - (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
 - (3) Owners may attend council meetings as observers.
 - (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any matter in relation to contemplated, pending or active legal proceedings where the presence of observers might interfere with or prejudice the confidential nature of the discussion of that matter;

(d) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

(5) The representative of the property manager may, at a council meeting, offer his or her opinion to council on any matter before council. If the representative's opinion on a matter is contrary to a decision made by council the property manager may at its discretion disclose its opinion in the minutes of that council meeting or by correspondence to the owners and council shall not interfere with the exercise of that discretion by the property manager.

Voting at council meetings

- 18 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

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

Delegation of council's powers and duties

- 20 (1) Subject to subsections (2) to (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.
- (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 (3).
- (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.
- (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.

Spending restrictions

- 21 (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 these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

- 22 (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.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Fines/Payments

- 23 (1) To enforce a bylaw or rule the strata corporation may do one or more of the following:
- (a) impose a fine;
 - (b) remedy a contravention.
- (2) Before enforcing a bylaw or rule the strata corporation may give a person a warning or may give the person time to comply with the bylaw or rule, but is not obliged to do so.
- (3) The strata corporation may fine an owner if a bylaw or rule is contravened by:
- (a) the owner;
 - (b) a person who is visiting the owner or was admitted to the premises by the owner for social, business or family reasons or any other reason; or
 - (c) an occupant, if the strata lot is not rented by the owner to a tenant.
- (4) The strata corporation may fine a tenant if a bylaw or rule is contravened by:
- (a) the tenant;

- (b) a person who is visiting the tenant or was admitted to the premises by the tenant for social, business or family reasons or any other reason; or
 - (c) an occupant, if the strata lot is not sublet by the tenant to a subtenant.
- (5) The strata corporation may fine an owner or tenant a maximum of:
 - (a) \$200.00 for each contravention of a bylaw which is not a rental restriction bylaw;
 - (b) \$500.00 for each contravention of a rental restriction bylaw;
 - (c) \$50.00 for each contravention of a rule.
- (6) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption for longer than seven (7) days a fine may be imposed every seven (7) days. Nothing in this subsection shall be taken as preventing a fine under subsection (5) for discrete bylaw violations which constitute separate events and not a continuing contravention, even if the violation is of the same type or kind.
- (7) The strata corporation may do what is reasonably necessary to remedy a contravention of its bylaws or rules, including:
 - (a) doing work on or to a strata lot, the common property or common assets; and
 - (b) removing objects from the common property or common assets.
- (8) The strata corporation may require that the reasonable costs of remedying the contravention be paid by the person who may be fined for the contravention.
- (9) The strata corporation may, for a reasonable length of time, deny an owner, tenant, occupant or visitor the use of a recreational facility that is common property or a common asset if the owner, tenant, occupant or visitor has contravened a bylaw or rule relating to the recreational facility.
- (10) The strata corporation must not:
 - (a) impose a fine against a person;
 - (b) require a person to pay costs of remedying a contravention; or
 - (c) deny a person the use of a recreational facility for a contravention of a bylaw or rule unless the strata corporation has:
 - (d) received a complaint about the contravention;
 - (e) given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant; and
 - (f) if the person is a tenant, given notice of the complaint to the person's landlord and to the owner.

- (11) The strata corporation must promptly give notice in writing of a decision on a matter referred to in subsection (10)(a), (b) or (c) to the persons referred to in subsection (10)(e) or (f), as the case may be.
- (12) Upon a strata corporation having complied with bylaw 23(10)(e) or (f) in respect of a contravention of a bylaw or rule, it may impose a fine or other penalty for a continuing contravention of that bylaw or rule without further compliance with this provision.
- (13) Each owner or tenant, as the case may be, is responsible for payment, without invoice, of any money (other than strata fees but including special levies) owing to the strata corporation as provided for in the Act or these bylaws.
- (14) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation to enforce its bylaws or any rule which may be established from time to time, shall become part of the assessment of the owner responsible and shall become due and payable when notice of the said amount is delivered to the owner or on the first day of the month next following, whichever is sooner, except that any amount 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.

Person to chair meeting

- 24
- (1) Annual and special general meetings must be chaired by the president of the council.
 - (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.
 - (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.

Quorum

- 25 Please refer to bylaw 40.

Participation by other than eligible voters

- 26
- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
 - (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters, and a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
 - (2) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act. If paying arrears within the two weeks preceding a general meeting, payment must be in the form of a money order, certified cheque or cash in order for the owner to be allowed to vote.
 - (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.
 - (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.
 - (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.
 - (6) If there are only two (2) strata lots in the strata plan, subsection (5) does not apply.
 - (7) 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 an eligible voter.

Order of Business

- 28 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 meeting, including reports of committees, if the meeting is an annual general meeting;

- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Voluntary Dispute Resolution

- 29 (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.
- (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.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Small Claims Actions

- 30 Notwithstanding any provisions of the Act the strata corporation may proceed under the Small Claims Act against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by resolution passed by a 3/4 vote.

Electronic Attendance at Meetings

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

Use of Patios and Balconies

- 32 An owner, tenant or occupant of a strata lot which does not have enclosed balconies shall not place planters or other such items or equipment within any part of the limited common property designated on a strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development (ie. the building and its landscaping) in terms of design, quality, proportion and color. 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, tenant or occupant entitled to the use of the limited common property on which they are placed.

Waste Disposal

- 33 (1) An owner shall not allow his strata lot and areas designated for his exclusive use to become untidy or unsanitary. Rubbish, garbage, boxes, packing cases or the like shall not be thrown, piled or stored on the common property. The council shall be at liberty to remove such items and clean up the common property and charge the expense to the owner in breach of this bylaw;
- (2) Waste must not be deposited on or about the common property or limited common property other than in the Garbage Room and any other places designated by the council;
- (3) The owner of a strata lot is responsible for the cleanliness of rented strata lots;
- (4) An owner must obtain prior approval of council before placing any garbage container on the common property. An owner may make a resolution at the annual general meeting with respect to the rental of a common garbage container;
- (5) An owner shall not store waste materials in any exterior waste disposal container unless the approval of the strata corporation has been first obtained and the container is placed within an enclosure of a design approved by council;
- (6) Any materials other than ordinary household refuse or garbage shall be disposed of by the owner at the owner's expense;
- (7) An owner, tenant or occupier shall not throw out or permit material to fall out of any window, door, balcony, patio, stairwell, passage or other part of a strata lot or common property or limited common property. This prohibition applies particularly to burning material such as cigarettes or matches;

- (8) An owner, tenant or occupier shall not allow his or her pet's waste to remain on common property or limited common property and shall take all reasonable measures to control and be responsible for any approved pets in or about a strata lot, common property or limited common property.
- (9) Household waste must be properly sorted and deposited in the appropriate organic waste, recycling, and garbage containers in the Garbage Room and any other places designated by the council.
- (10) To maximize the use of container space and to minimize costs to the strata, cardboard boxes must be flattened and deposited in the appropriate paper / cardboard recycling container. Large cardboard boxes must also be broken down into smaller pieces.
- (11) Non-biodegradable items including plastic bags must not be deposited in the organic waste containers.
- (12) Non-biodegradable and non-recyclable household waste is considered to be garbage and must be securely bagged and tied, and then discarded in the appropriate garbage container, even if it is thought that another individual might find a use for the item. Individuals are encouraged to donate their gently used items to interested community organizations outside of the strata.
- (13) The following items must not be discarded or abandoned in the Garbage Room:

 - (i) Furniture;
 - (ii) Electronics;
 - (iii) Appliances;
 - (iv) Mattresses;
 - (v) Barbeques;
 - (vi) Building supplies;
 - (vii) Scrap metal;
 - (viii) Concrete;
 - (ix) Asphalt;
 - (x) Tires;
 - (xi) Drywall;
 - (xii) Paint;
 - (xiii) Hazardous waste; and
 - (xiv) Propane tanks
- (14) Waste collectors and facilities may place additional disposal restrictions from time to time. These additional disposal restrictions may be identified on the waste containers or within the Garbage Room. Disposal restrictions must be respected by all individuals. When a disposal restriction is not respected, additional charges are laid against the strata corporation. Any items found in the Garbage Room or any common property areas not respecting the bylaws shall be removed by the Strata Corporation at the offending individual's expense. The offending individual shall also be subject to a fine.

- (15) The Garbage Room door must be kept closed at all times when not in use.

Parking / Vehicles / Traffic / Bicycles

- 34 (1) An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles or motorcycles, and not for the parking of any other type of vehicle or the storage of any other item, including but not limited to recreational trailers, campers or boats except upon prior approval of the strata council.
- (a) A user fee is established effective July 1, 2007 in the amount of \$5.00 per month to offset the cost of hydro consumption for powered devices in parking stalls in the garage.
- (b) Subsection (1)(a) does not apply to hydro consumption for electric power wheelchairs and handicap mobility scooters.
- (2) An owner, tenant or occupant **shall not**:
- (a) use any parking space 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) use any parking space on the common property or on any limited common property to carry out any oil changes or any other repair to motor vehicles or other mechanical equipment, except in the case of emergency;
- (c) rent or lease the parking space assigned by the strata corporation to his strata lot or otherwise permit that parking space to be regularly used by anyone that is not an owner, tenant or occupant of a building in the strata plan;
- (d) park or leave unattended or cause to be parked or left unattended, any item in such a position or way that it blocks, interferes with or infringes upon any part of an access lane or another strata lot's parking space;
- (e) use any part of a parking space or the common property for storage, without the written consent of the council.
- (3) An owner, tenant or occupant shall not use any common property or entry or exit area or roadway for loading, unloading, sorting, or other related activity save and except for immediate loading and unloading only directly from a vehicle into the strata lot.
- (4) An owner, tenant or occupant must promptly and at his own expense clean up any oil or other substance which spills or leaks onto the common property. The strata corporation may prohibit the vehicle which is the source of the spill or leak from parking on common property until repaired.

- (5) An owner, tenant or occupant who does not have an assigned parking space must park their vehicle off the common property.
- (6) Vehicles that are illegally parked within the common property or parked in contravention of the bylaws or rules will be removed at the owner's sole risk and expense and owners may be subject to a fine.
- (7) Assignment of parking spaces will be made only by the strata corporation and only for vehicles which are properly registered and licensed in accordance with this bylaw.
- (8) Only vehicles with current registration and insurance in force shall be allowed in parking areas unless a copy of a current "unlicensed vehicle policy" with a minimum of \$100,000.00 basic third party legal liability coverage is displayed in the vehicle or provided to the strata corporation. Derelict vehicles will not be allowed to remain on the property.
- (9)
 - (a) Visitor Parking stalls are for the exclusive temporary, short-term use of visitors of residents. Parking in the visitor parking stalls is by Visitor Parking Pass only. Passes are located directly across from the visitor parking area (near the lobby side entrance). The Visitor Parking Pass must be visibly displayed (information side up) at all times on the dashboard of the parked vehicle and must legibly identify the:
 - (i) Suite number being visited,
 - (ii) License plate number of the parked vehicle,
 - (iii) Visit start date and time, and
 - (iv) Visit end date and time
 - (b) Vehicles, other than those of contractors performing work at 160 Wilson Street, must not be parked in the Contractor Parking stall alongside the main entrance access lane.
 - (c) Vehicles must not be parked or left unattended in the main entrance access lane for more than 10 minutes.
- (10) No parking areas which are common property may be altered or defaced in any manner.
- (11) The maximum speed limit in all parking areas is 10 km per hour.
- (12) Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the owner's designated storage locker or such other area as may be prescribed by the council. All bicycles must enter or exit the building by way of vehicle entry to the parking garage only.

- (13) Any owner, tenant or occupant that leaves any item anywhere on or in the 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 an insured under that policy.

Moves and Deliveries

- 35 (1) A non-refundable fee of \$200.00 will be levied to the owner of a strata lot for each move-in and each move-out of the strata lot to defray costs to the strata corporation associated with moves, such as but not limited to the cost of inspection of the common areas before and after moving, administration, security access coding, garbage disposal, installation of elevator pads and issuance of the elevator control key.
- (2) An appointment for a move-in or move-out time must be made with the strata council or person designated by the strata council at least 72 hours in advance of the date of a move-in or move-out. Move-ins and move-outs must take place between 9:00AM and 6:00PM Monday to Friday or 10:00AM and 6:00PM on Saturday, Sunday or statutory holidays.
- (3) The elevators must be padded before they can be used for a move-in or a move-out of a strata lot or to deliver or remove large furniture, major appliances or building materials to or from a strata lot. The elevators will be booked on a first come first served basis. At no time will two elevators be permitted to be used for a move-in or move-out or to deliver or remove large furniture, major appliances or building materials at the same time.
- (4) The owner of a strata lot shall reimburse the strata corporation for the cost of all repairs to common areas made necessary by damage resulting from a move-in or move-out of the strata lot by the owner or a tenant of the owner, or a delivery or removal of furniture, appliances or building materials to or from the strata lot by the owner or a tenant of the strata lot.
- (5) Without limiting the generality of subsection (4), the moving party must deliver a \$100.00 refundable deposit to the strata council or person designated by the strata council at the time the elevator is locked out for a move-in or move-out of a strata lot. If the elevator or hallways are damaged during a move-in or move-out, the cost of repairs will be subtracted from the deposit. Damage costs not recovered from the moving party shall be assessed to the owner.
- (6) A tenant may not book the elevator for a move-in or move-out of a strata lot. Only the owner of a strata lot or the owner's legally appointed representative may book the elevator on behalf of a tenant.

- (7) An elevator shall not be booked on behalf of a tenant for a move-in or move-out until a complete and accurate Form "K", Notice of Tenant's Responsibilities is received by the strata council or the property manager.
- (8) No door of Parc Residences is to be blocked open during a move or delivery unless the door is directly supervised by a resident of the strata lot and that resident must not allow any person into Parc Residences except for their own visitors or people who can prove they are residents of Parc Residences.
- (9) An owner or tenant contravening any subsection of this bylaw is subject to a fine of up to \$200.00.

Damage to Property

- 36
- (1) No owner, tenant or occupant shall be entitled to claim any compensation from the strata corporation for any loss or damage to the property or person of the owner, tenant or occupant arising from any defect or want of repair of a strata lot, the common property, limited common property, or any parts thereof.
 - (2) The strata corporation shall not be responsible to an owner, tenant or occupant for any loss, damage or expense caused by an overflow or leakage of water from any building, adjoining buildings or by the breaking or bursting of any pipe or plumbing fixtures, or in any other manner whatsoever. Without limiting the generality of the foregoing, an owner, tenant or occupant shall indemnify and hold harmless the strata corporation from any claim by a tenant for any loss, damage or expense arising out of the owner's negligence or willful act. An owner shall be responsible to inform his tenant of potential risks of water damage, as described herein or otherwise.
 - (3) Where the strata corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or the common property, the strata corporation and its agent shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the strata lot, leaving it clean and free of debris.
 - (4) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property or to any strata lot by the owner's, tenant's or occupant's act, omission, negligence or carelessness or by that of any member of the staff or the owner's, tenant's or occupant's guests, employees, or agents, but only to the extent that such expense is not met by the proceeds received by the strata corporation's insurance coverage. In such circumstances, and for the purposes of this bylaw, 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 shall be charged to the owner, tenant or occupant and shall be added to and become a part of the assessment of that owner, tenant or occupant for the month next following the date on which the expense was incurred, and shall become due and payable on the date of payment of the monthly assessment.

- (5) Subject to subsection (4), the strata corporation shall indemnify and save harmless any owner from loss or damage suffered by that owner by reason of the denial of insurance coverage which the strata corporation, through its conduct or otherwise, represented to that owner that the owner was covered for such loss or damage, by insurance obtained by the strata corporation on behalf of the owners.
- (6) In the event that the strata corporation or its authorized agent determines that an emergency exists and that damage may be caused to any strata lot or common property, a strata lot owner shall indemnify and save harmless the strata corporation from the expense of a contractor attending the building and from any reasonable maintenance, repair or replacement to or in the strata lot, that would otherwise be the responsibility of the owner of that lot, but only to the extent that such expense is not met by the proceeds of insurance carried by the strata corporation.
- (7) An owner, tenant or occupant, their employees or guests, shall not damage and shall not do or permit anything to be done, including placing chairs, tables or other objects on the lawns and grounds, that may cause damage to or prevent growth of the trees, plants, bushes, shrubs, flowers or lawns or prevent/interfere with the cutting of the lawns or the maintenance of the grounds generally, except in such places and/or manner approved by the council.

Damage to Common Property

- 37 (1) No owner, tenant or occupant of a strata lot or guest shall do anything on the common property to damage any physical improvements thereto and facilities therein including parking spaces, roof, lighting, utility rooms, retaining walls, fences and landscaping. Owners are liable for damage to the strata corporation assets and common property by their employees, visitors, tenants and pets.

Security

- 38 (1) No individual is permitted in any part of the common property with restricted access including but not limited to the roof, utility rooms, and mechanical rooms, and the water features except as permitted by the council or as part of any authorized activity in connection with the inspection, repair and maintenance of the building.

- (2) An individual must not voluntarily allow any person not personally known to them as a resident into the building.**
- (3) When entering or exiting through a parking garage gate, the individual must wait for the exterior gate to completely close before leaving the immediate area. Tailgating is not permitted.**
- (4) Common property doors and gates must not be left open and unattended or unlocked for any reason.**
- (5) Any door marked as an emergency exit only door must be used for emergency exits only.**
- (6) An owner, tenant or occupant must not give any keys, combinations, building access devices including but not limited to entry fobs, dashboard cards, remote control devices, and windshield decals, or other means of access to the building, the parking garage or common areas to any person other than to an employee, designated representative, contractor, occupant or guest of the strata lot permitted by these bylaws.**
- (7) After leaving council, former council members must return all keys, building access devices, or other means of access to the restricted access areas of the property to the strata corporation or the person designated by the council by the next council meeting.**
- (8) All fire safety devices including but not limited to sprinklers, detectors, speakers, panels, signs, extinguishers, and pull stations including those within individual strata lots must not be painted, obstructed, or tampered with in any way. Pull stations and extinguishers must only be used in response to an emergency.**
- (9) Key and Building Access Device Requests:**
 - (a) All key and building access device requests must be made by the strata lot owner or the owner's legally appointed representative to the strata corporation or the person designated by the council.**
 - (b) Before receiving or re-activating any key or building access devices, payment must be submitted to the strata corporation for any and all published charges that are in force from time to time by the council for the requested key or building access device.**
 - (c) Keys and building access devices will only be provided to the requesting strata lot owner or the owner's legally appointed representative upon presentation of acceptable government-issued photo identification.**
 - (d) The council has the sole discretion to grant or reject any and all requests for keys and building access devices.**

- (10) To receive or re-activate a building access device and/or to maintain its activation, the owner or the owner's legally appointed representative must complete any and all forms established from time to time by the council within the identified time period. Information from the completed form may be entered into the building access control system to assist with the identification and ownership of the building access device.
- (11) The strata corporation, in coordination with the strata lot owner, may deactivate and/or delete some or all building access devices associated with a strata lot.
- (12) Once a key or building access device is issued, each owner must take all reasonable steps to ensure that the misuse of the key or building access device is prevented.
- (13) If a building access device is lost, stolen, or missing, it must be reported immediately to the strata corporation or the person designated by the council. The building access device will then be de-activated or deleted from the building access control system so it will no longer operate or open any door or gate. Replacements may be requested as set out in subsections (9) and (10).
- (14) Within 14 days of a change in ownership or occupancy of a strata lot, the strata lot owner or the owner's legally appointed representative must present all their building access devices and/or the devices' identification details to the strata corporation or the person designated by the council.

Purchase of Property

- 39 The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a 3/4 vote at an annual or special general meeting if the personal property has a market value of more than \$1,500.

Quorum for Adjourned Meeting

- 40 Notwithstanding section 48(3) of the Act, if within **15 minutes** from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further **15 minutes** from the time appointed and, if within **½ hour** from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

Spectators at Council Meetings

- 41 Notwithstanding bylaw 17, in the course of a meeting of the council any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.

Persons Permitted on Council

- 42 As permitted by section 28(2) of the Act, a person other than an owner, an individual representing a corporate owner and a tenant may be a member of the council provided such person falls within one of the following classes of persons:
- (a) a spouse, including a common law spouse, of an owner; and
 - (b) a professional advisor of an owner.

Limiting Expenditures of Council

- 43 (1) Subject to subsection (3), if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the strata corporation may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this subsection (1) in the same fiscal year, is less than \$1,500.
- (2) If the strata corporation makes an expenditure under subsection (1) above, the strata corporation must inform owners as soon as feasible about any expenditure of more than \$500.00 on any single item.
- (3) Notwithstanding subsection (1) above, the strata corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

Storage

- 44 No owner, tenant or occupant shall store or permit to be stored any goods in or on common property without the prior written approval of the council.

Pets

- 45 (1) An owner, tenant or occupant must not keep any pets on or in a strata lot other than as follows:
- (a) A reasonable number of fish or other small aquarium animals; and
 - (b) Any combination of the following not exceeding a total of three (3) animals:
 - (i) no more than three (3) small caged mammals;
 - (ii) no more than two (2) caged birds;
 - (iii) no more than two (2) dogs; and
 - (iv) no more than two (2) cats

- (c) Under no circumstances shall a pet be kept on or in the common property or limited common property of the strata corporation. The owners of pets shall be fully responsible for their behavior within the common property. If a pet is deemed to be a nuisance by the Strata Council, it shall be removed from the Strata Corporation within thirty (30) days. Visitors shall be informed of the rules concerning pets and residents will be responsible for clean-up or damage repair resulting from guest's pets being brought into the common property;
- (d) No vicious dogs are permitted in any Strata Lot or on any portion of the common property. For purposes of this By-law a vicious dog means the following:
 - (i) any dog that has killed or injured
 - (A) any person; or
 - (B) another animal while running at large; or
 - (ii) any dog that aggressively harasses or pursues another person or animal while running at large; or
 - (iii) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting;
- (2) An owner, tenant, occupant, or visitor must ensure that all animals are leashed or otherwise secured and under constant control when on the common property or on land that is a common asset.
- (3) An owner, tenant, occupant, or visitor must ensure that they clean up after their pets at all times and with immediate effect.

Selling of Strata Lots and Signage

- 46 (1) The owner of a strata lot, when selling his or her strata lot, will not permit "for sale" signs to be placed on or about the common property except in such place as is designated for that purpose from time to time by the council.
- (2) An owner of a strata lot, when selling a strata lot, will not hold or permit to be held any public open house except in the manner prescribed by the council. One open house for agents will be allowed per listing. Unless the council otherwise prescribes, all showings must be by appointment only.

Changes to Floor Material

- 47 (1) An owner of a strata lot shall not remove, alter or replace any flooring material within a strata lot without first receiving written permission from the Strata Council prior to the removal of the old flooring. At no time shall an Owner remove the existing floor material and leave the bare concrete slab exposed.

- (2) **Hard-surface flooring:** Upon receiving approval by the Strata Council, an owner shall only be permitted to install hard-surface flooring (e.g. hardwood, laminate, tile or linoleum) provided that an underlay material be used that produces the highest possible combined Impact Insulation Class (IIC) rating currently available in concrete slab buildings to maximize the soundproofing between units. Council must receive samples of the materials to be used and documentation on the IIC achieved by the combination floor and underlay material before approval can be granted.

Should the owner fail to meet the requirements set out hereinabove, the Owner must take ALL measures to ensure compliance within 90 days which may include but is not limited to removing the flooring and restoring the floor surface back to its original condition at the owner's expense.

Extra Expense for Strata Lots Containing Outlet for Gas Barbecue

- 48 For the purposes of the Strata Property Act and the Regulations thereunder, strata lots containing an outdoor outlet for gas barbecues shall be considered a specific "type" of strata lot. Use of this outdoor outlet is permitted for gas barbecues only. Each such strata lot will be assessed an additional monthly charge of \$10.00 for the natural gas outlet service.

The owner or the owner's legally appointed representative may request that the monthly charge of \$10.00 be waived in the month following the outlet being successfully de-activated by the strata corporation at the owner's expense.

The owner or the owner's legally appointed representative may request that a de-activated outlet be re-activated by the strata corporation at the owner's expense. Upon successful re-activation of the outlet, the monthly charge of \$10.00 will start being assessed as of that month.

Rental Bylaw

- 49 (1) For the purposes of this bylaw, the terms "leases", "rent", "rents", "rented", "renting" and "rental" shall include any and all forms of tenancy or license relating to the occupancy of a strata lot.

Before a strata lot is occupied by a tenant, the owner must give the proposed tenant copies of the current bylaws and rules of the strata corporation, and a fully signed and completed Notice of Tenants Responsibilities (Form K) in respect of the proposed tenancy must be provided to the strata corporation.

- (2) Should any enforcement process against a tenant result in a fine, or in costs or expenses to be reimbursed to the strata corporation, in the event of non-payment by such tenant after a reasonable time as determined by the strata council, the fine, costs or expenses, as the case may be, shall be the responsibility of the owner who is the landlord of the tenant.

- (3) Should a tenant demonstrate to the satisfaction of the strata council that such tenant is either unwilling or unable to comply with the bylaws and rules of the strata corporation, the strata council may require the owner who is the landlord of such tenant to take whatever steps may be available, under all applicable laws, to end the tenancy.

The owner of the strata lot bears ultimate responsibility for the use of such owner's strata lot and for the compliance by all occupants, including tenants, of the owner's strata lot with these bylaws.

Contingency Reserve Fund

- 50 Pursuant to section 93 of the Act and regulation 6.1 (2), the contingency reserve fund must reach at least three times the annual budget before the council can reduce the annual contribution to less than 10%. Notwithstanding this bylaw, the owners may at an annual general meeting or special meeting by three quarter vote reduce or increase this requirement.

Security Surveillance & Privacy

- 51 The Strata Corporation shall create policies and guidelines governing video monitoring and recording of the common property at Parc Residences to preserve the security and safety at the Strata Corporation. Common property access is controlled by the Strata Council and not Owners. To address the issue of privacy, these policies and guidelines will be generated to define a procedure for the use of the captured video images. Such guidelines will be updated from time to time by the Strata Council as may be required. Bylaw enforcement using surveillance equipment is limited to that which involves safety and security of the residents only.

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