

EXHIBIT "D"
SCHEDULE OF BYLAWS
The Owners, Strata Plan _____

Division 1 – Creation of Sections

Residential and commercial sections

- 1 (1) A section (the Residential Section) is hereby created within the Strata Corporation consisting of residential style strata lots with sleeping and kitchen facilities (the "Residential Strata Lots"). The Residential Section will be referred to as Section 1 of The Owners, Strata Plan _____.

- (2) A section (the Commercial Section) is hereby created within the Strata Corporation consisting of ground level commercial and retail strata lots (the "Commercial Strata Lots"). The Commercial Section will be referred to as Section 2 of The Owners, Strata Plan _____.

Collection of expenses and fees

- 2 (1) Each of the Residential and Commercial Sections shall establish their own operating fund and contingency reserve fund for the common expenses of the section, including expenses relating to the limited common property designated for the exclusive use of the strata lots in each section.

- (2) The contribution by an owner of a strata lot to the common expenses of the Strata Corporation and a section shall be levied in accordance with these bylaws.

- (3) The executive of each section will prepare an annual budget of section expenses (the "Section Expenses"). The executive of each section will collect the Section Expenses from the owners of the strata lots within the section pursuant to section 195 of the *Strata Property Act* subject only to section 100 of the *Strata Property Act*.

- (4) The Strata Corporation will prepare an annual budget of Strata Corporation expenses (the "Strata Corporation Expenses"). The strata council of the Strata Corporation will collect the Strata Corporation Expenses from the owners of the strata lots within the Strata Corporation on the basis of section 98 of the *Strata Property Act* subject only to section 100 of the *Strata Property Act* (the Section Expenses and the Strata Corporation Expenses, together, are referred to in the bylaws as the "Strata Fees").

- (5) Only authorized signatories for a particular section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for that section.

- (6) Special levies approved by a section will be payable by the owners in such section to that section.

(7) At the request of a section, the Strata Corporation will register a lien against an owner's strata lot if the owner's Section Expenses have not been paid to the section or if a special levy approved by a section has not been paid to the section.

(8) At the request of a section, the Strata Corporation will not issue a Certificate of Payment if an owner owes money to the section unless arrangements satisfactory to the section have been made to pay the money owing.

Division 2 – Duties of Owners, Tenants, and Occupants

Payment of strata fees

3 (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 fails to pay Strata Fees at the required time the Strata Corporation or the section, as applicable, may charge interest at the rate of 10% per annum compounded annually. If an owner fails to pay a special levy at the required time he may be fined \$50.00 for each month the special levy remains unpaid.

(2) All banking charges incurred by the Strata Corporation or a section as a result of a cheque being dishonoured by the owner's financial institution will be charged back to the owner.

(3) If the Strata Corporation or section incurs legal or other costs in order to collect Strata Fees, or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the Strata Corporation or the section for the full amount of the costs incurred by the Strata Corporation.

Use of property - general

4 (1) An owner, tenant, occupant, guest, agent or invitee of the owner must not use or permit to be used 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

(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.

(2) An owner, tenant, occupant, guest, agent or invitee of the owner 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*.

(3) An owner is responsible to pay to the Strata Corporation if the owner, or a tenant, occupant, guest, agent or invitee of the owner is responsible for the loss or damage that gave rise to the insurance claim.

Use of property – residential strata lots

5 (1) An owner, tenant or occupant of a Residential Strata Lot shall not:

- (a) make, cause or produce or permit any guest, agent or invitee to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere with any other owner, tenant or occupant;
- (b) use, or permit any guest, agent or invitee to use, any musical instrument, amplifier, sound reproduction equipment, communications receivers or transmitters 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 or the systems and equipment of any other owner, tenant or occupant;
- (c) obstruct or use, or permit any guest, agent or invitee to obstruct or use, the sidewalks, walkways, passages and driveways of the common property, or limited common property designated for the section of which such strata lot is a part, for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan, or limited common property designated for the section of which such strata lot is a part;
- (d) do, or permit any guest, agent or invitee to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (e) allow his or her strata lot to become unsanitary or a source of odour;
- (f) install, or permit any guest, agent or invitee to install, any window coverings, visible from the exterior of his strata lot which are different in colour from those originally installed, except with the written permission of the council;
- (g) hang, display, or mount, or permit any guest, agent or invitee to hang, display or mount, any articles from, in or on windows, balconies or other parts of the building so that they are visible from the outside of the building, except with the written permission of the council;

- (h) use or install, or permit any guest, agent or invitee to use or install, in or about the strata lot any shades, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except with the written permission of the council;
 - (i) erect on or fasten to, or permit any guest, agent or invitee to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna, satellite dish or similar structure or appurtenance thereto, except with the written permission of the council;
 - (j) place, or permit any guest, agent or invitee to place any hanging plants or hanging baskets on any deck, patio or the balcony;
 - (k) discard or permit any guest, agent or invitee to discard water, snow, or any other substance over a balcony or patio;
 - (l) shake mops or dusters or throw refuse out of windows, or doors or from the patio or balcony of the strata lot or permit any guest, agent or invitee to shake mops or dusters or throw refuse out of window or doors or from the patio or balcony of the strata lot;
 - (m) feed or permit any guest, agent or invitee to feed any birds or wildlife including pigeons, seagulls, squirrels and raccoons on or from the strata lot or common property;
 - (n) use or permit any guest, agent or invitee to use barbecues on limited common property or common property other than gas or electric barbecues;
 - (o) place or store any item on any deck, patio or balcony except barbecues, planter boxes and summer furniture and accessories.
- (2) An owner must not keep any pets on a strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) up to 2 caged birds, other than pigeons which are not permitted;
 - (c) one cat; or
 - (d) one dog weighing not more than 20 pounds.

- (3) An owner must ensure that all pets are leashed or otherwise secured when on the common property or on land that is a common asset. The owner is responsible for the immediate clean-up of any pet excrement that occurs on common property or limited common property held in common by a section.
- (4) A pet shall not cause a nuisance to any resident.
- (5) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the *Strata Property Act*. At the end of the hearing, the council may take no action, fine the owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.
- (6) Each owner is responsible to ensure that such owner's tenant, occupant, visitor or guest complies with these bylaws in respect of pets and animals, and such owner will be subject to bylaw 5(5) in respect of any complaint about the pet of such owner's tenant, occupant, visitor or guest.
- (7) No signs, billboards, placards, advertising or notices of any kind may be posted on the exterior of the building, on the common property or in a window that is visible from the exterior of the strata lot except "For Sale" signs which may only be located as directed by the council. This bylaw shall be interpreted in a manner consistent with elections legislation.

Bicycles, storage and parking

- 6 (1) Bicycles are not permitted in stairwells, hallways or any other common areas. Bicycles must not be kept on balconies or patios, and must be stored within the storage area available for an owner's use as may be prescribed by the council or executive of the applicable section.
- (2) An owner, tenant, or occupant of a strata lot or guest, employee, agent or invitee 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.
- (3) An owner, tenant or occupant of a Residential Strata Lot must:
- (a) use, and cause any guest, agent or invitee to use, parking stalls only for the parking of licensed and insured motor vehicles and motorcycles, and not for the parking of any other type of vehicle or for the storage of any other item, unless otherwise approved in writing by the council;

(b) not use, or permit any guest, agent, or invitee, to use any parking space on any limited common property, except a parking space that is designated as limited common property to the particular strata lot, or as allocated by the council;

(c) not carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;

(d) not park, or permit any guest, agent or invitee to park any vehicle in a manner which will reduce the width of the drive aisles or roadways on the common property or on any limited common property; or

(e) not use, or permit any guest, agent or invitee to use, any part of the common property or limited common property held in common by a section for storage without the written consent of the council except as permitted in bylaws 5(1) and 5(3) above.

Rental – residential strata lots

- 7 (1) Where an owner wishes to rent his strata lot or any portion thereof, the rental must be for a minimum period of 30 days. No daily or weekly rentals are allowed.
- (2) For the purposes of this bylaw, the terms “lease”, “rent”, “rents” and “rental arrangement” shall include any and all forms of tenancy or license relating to the occupancy of a strata lot or any portion thereof.

Use of property – commercial strata lots

- 8 (1) An owner of a Commercial strata lot is permitted to install or place advertising signage on the exterior of the building in areas designated for that purpose providing:
- (a) the owner has received the written approval of the developer or the executive of the Commercial Section if the signage is installed after the first Annual General Meeting;
- (b) the signage complies at all times with the requirements of any lawful authority having jurisdiction; and
- (c) the owner has agreed in writing to take responsibility for any expenses relating to the installation or placement of the signage and has agreed to indemnify and save harmless the Strata Corporation and the Commercial Section from the expense of any repair, maintenance or replacement to the common property, limited common property or any strata lot rendered necessary by the installation or placement of signage.

Inform strata corporation

- 9 (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.
- (3) The Strata Corporation must promptly make the information referred to in bylaws 9(1) and 9(2) available upon request by the section of which the strata lot in question is a part.

Obtain approval before altering a strata lot

- 10 (1) An owner must obtain the written approval of the council 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, excluding signage for the Commercial Strata Lots approved in accordance with bylaw 8 of the bylaws;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) common property located within the boundaries of a strata lot;
 - (f) those parts of the strata lot which the Strata Corporation must insure under section 149 of the *Strata Property Act*;
 - (g) the installation of hard surface flooring.
- (2) No alterations to wiring, plumbing, piping or other services shall be made within a strata lot, limited common property or common property without the council's prior written approval.
- (3) The council must not unreasonably withhold its approval under bylaw 10(1) or (2), 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 and also agree that all future successors on title of the strata lot will be responsible in the same manner.

Obtain approval before altering common property

11 (1) An owner, tenant or occupant must obtain the written approval of the council, not to be unreasonably withheld, before making an alteration to common property, including limited common property, or common assets, excluding signage for the Commercial Strata Lots approved in accordance with bylaw 8.

(2) The council 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 also agree that all future successors on title of the strata lot will be responsible in the same manner.

Alterations to a strata lot or common property

12 (1) Any alteration to a strata lot or to common property that has not received the prior written approval of council as required by bylaws 10 and 11 must be removed at the owner's expense if the council orders that the alteration be removed. An owner who receives approval will be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration and the cost of repairing and maintaining the common property if such repair is required as a result of the alteration. An owner who receives approval may be required by the council to sign an Assumption of Liability Agreement.

(2) The owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits and submitting copies to council is a condition of the council's approval.

(3) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:

- (a) the maintenance and repair of the alterations;
- (b) the effects on all adjacent strata lots or common property; and
- (c) the effects of rain and weathering, staining, and discoloration.

(4) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:

- (a) the alterations are not maintained or repaired; or
- (b) the alterations are damaged.

All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are his responsibility.

(5) On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an Assumption of Liability Agreement with the Strata Corporation the alteration may be removed by council and the cost of the removal will be charged to the new owner.

(6) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.

(7) The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The council may include specified supervision or inspection as a requirement of approval.

Permit entry to strata lot

13 (1) An owner, tenant, occupant or guest must allow a person authorized by the Strata Corporation or the section to enter the strata lot:

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and

(b) at a reasonable time, on 48 hours' written notice:

(i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation or the section to repair and maintain under these bylaws or insure under section 149 of the *Strata Property Act*;

(ii) to inspect and read the water meters in the Commercial Strata Lots; or

(iii) to ensure compliance with the *Strata Property Act* or these bylaws.

(2) The notice referred to in bylaw 13(1)(b) must include the date and approximate time of entry, and the reason for entry.

Division 3 – Repair and Maintenance

Standard

14 All repairs and maintenance by an owner, a section or the Strata Corporation must be carried out to a standard consistent with the design and character of the original construction.

Repair and maintenance of property by owner

- 15 (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 or the section of which that owner's strata lot is part 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 or the section of which that owner's strata lot is a part under these bylaws.
- (3) An owner must promptly carry out all work that may be ordered by any competent public or local authority in respect of his strata lot other than work for the benefit of the building generally, and pay all rates, taxes, charges, out-goings and assessments that may be payable in respect of his strata lot.

Maintenance of property by each section

- 16 (1) The Commercial Section must repair and maintain all of the following no matter how often the repair or maintenance ordinarily occurs:
- (a) common property designated as limited common property for Commercial Strata Lots;
 - (b) common property appurtenant to Commercial Strata Lots including cables, wires, chutes and ducts within and appurtenant to the Commercial Strata Lots;
 - (c) windows and doors on the exterior of the Commercial Strata Lots;
 - (d) fire and safety equipment;
 - (e) chiller system.
- (2) The Residential Section must repair and maintain all of the following no matter how often the repair or maintenance ordinarily occurs:
- (a) common property designated as limited common property for Residential Strata Lots, excluding the structure of the parkade;
 - (b) common property appurtenant to Residential Strata Lots including cables, wires, chutes, ducts within and appurtenant to Residential Strata Lots;
 - (c) windows and doors on the exterior of the Residential Strata Lots;
 - (d) railings and similar structures that enclose decks appurtenant to Residential Strata Lots or designated as limited common property for Residential Strata Lots;
 - (e) the enter phone;
 - (f) furnaces, boilers, hot water tanks;

- (g) elevators and all related mechanical equipment;
- (h) hallway air circulation system;
- (i) fire and safety equipment;
- (j) entrance doors to the buildings comprised of Residential Strata Lots; and
- (k) garage door and gate.

Repair and maintenance of property by strata corporation

17 (1) The Strata Corporation must repair and maintain all of the following:

- (a) common assets of the Strata Corporation;
- (b) common property that has not been designated as limited common property or that is not appurtenant to the strata lots in a particular section;
- (c) without limiting the generality of 17(1)(b), outdoor surface parking areas and landscaping;
- (d) the exterior, structure, and roof of the building, no matter how often the repair or maintenance ordinarily occurs;
- (e) fire and safety equipment;
- (f) a strata lot, but the duty to repair and maintain it is restricted to:
 - (i) the structure of the building;
 - (ii) the exterior of the building;
 - (iii) chimneys, stairs, balconies, exterior decks or patios, or other things attached to the exterior of the building;
 - (iv) doors, windows or skylights on the exterior of the building; or
 - (v) fences, railings or similar structures that enclose a patio or balcony.
- (g) notwithstanding section 17(1)(b), the residential parkade, but the duty to repair and maintain it is restricted to the structure of the building no matter how often the repair or maintenance occurs.

Division 4 – Council

Council size and membership

18 (1) Subject to the *Strata Property Act*, the council must have at least 2 and not more than 5 members comprised of at least 1 member elected from the Commercial Section unless the Commercial Section chooses to not submit the name of a representative to be elected to the council, or, the Commercial Section representative resigns during the year.

(2) The requirements of bylaw 18(1) apply at every Annual General Meeting at which a council is elected notwithstanding that in the prior year(s) the Commercial Section may have chosen to not submit the name of a representative to be elected to the council or, during the prior year the Commercial Section representative may have resigned.

(3) An owner will not be entitled to be elected to council or continue to stand on council if the Strata Corporation is entitled to register a lien against that strata lot under section 116 of the *Strata Property Act*.

Council members' terms

19 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

(2) A person whose term as council member is ending is eligible for reelection.

Removing council member

20 (1) Subject to the requirements of bylaw 18(1) herein, 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) The replacement council member must be elected from the same section as the council member who was removed only if that section is comprised of one or more owners eligible for election to council.

Replacing council member

21 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(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 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 *Strata Property Act*, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

22 (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 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

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

(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

24 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

(2) If a hearing is requested under bylaw 24(1), the council must hold a meeting to hear the applicant within one month of the request.

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

Quorum of council

25 (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; and

(c) 3, if the council consists of 5.

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

Council meetings

26 (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 bylaw 26(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 *Strata Property Act*;

(b) rental restriction bylaw exemption hearings under section 144 of the *Strata Property Act*;

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

Voting at council meetings

- 27 (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

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

Delegation of council's powers and duties

- 29 (1) Subject to bylaw 29(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 bylaw 29(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

- 30 (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) The maximum unapproved expenditure that may be made out of the operating fund in the same fiscal year is \$3,000.

(3) Notwithstanding subsections (1) and (2), 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

31 (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) Bylaw 31(1) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.

Division 5 – Executive of Separate Sections

Relationship of section executive to strata corporation and strata council

32 (1) The Strata Corporation retains its powers and duties in matters of common interest to all the owners.

(2) With respect to a matter that relates solely to the section, the section is a corporation and has the same powers and duties as the Strata Corporation in accordance with section 194 of the *Strata Property Act*.

(3) Each section must elect an executive for that section and the section executive has the same powers and duties with respect to the section as the Strata Corporation's council has with respect to the Strata Corporation.

(4) For the purposes of this Division, "elect" means choose whether by vote, appointment, or acclamation.

Executive size and membership

33 (1) The executive of each section must have at least 1 and not more than 3 members.

(2) Any member of a section executive may also be a strata council member.

(3) The owner developer must exercise the powers and perform the duties of the executive from the time the Strata Corporation is established until an executive is elected at the section's first annual general meeting.

(4) No person may stand for the executive of a section or appoint a representative to the executive of a section, or continue to be or have a representative on the executive of a section with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under the *Strata Property Act*.

Executive member's terms

34 (1) The term of office of a member of the executive ends at the end of the annual general meeting at which the new executive is elected.

(2) A person whose term as member of the executive is ending is eligible for reelection.

Removing executive member

35 (1) A section may, by a resolution passed by a majority vote at a meeting of that section, remove one or more members from the executive.

(2) After removing a member from the executive, the section must hold an election at the same meeting to replace the member for the remainder of the term of the member's appointment.

Replacing executive members

36 (1) If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term of that member's appointment or for the period during which that member is unwilling or unable to act.

(2) A replacement member may be appointed from any person eligible to sit on the executive.

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

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

Executive officers

37 (1) At the first meeting of the executive of a section held after each annual general meeting of that section, the executive must elect from among its members, a president, a vice president, a secretary and a treasurer, except as provided in subsection (2).

(2) A person may hold more than one executive office at a time, other than the offices of president and vice president unless the section contains only one owner, in which case that owner will hold all offices.

(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 2 or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

Calling executive meetings

38 (1) Any member of the executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting. The notice does not have to be in writing.

(2) An executive meeting may be held on less than one week's notice if:

(a) all executive members consent in advance of the meeting; or

(b) the meeting is required to deal with an emergency situation, and all executive members either:

(i) consent in advance of the meeting; or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

(3) The executive must inform the members of the section about an executive meeting as soon as feasible after the meeting has been called.

Requisition of executive hearing

39 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.

(2) If a hearing is requested under bylaw 39(1), the executive must hold a meeting to hear the applicant within one month of the request.

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

Quorum of executive

40 (1) A quorum of the executive is:

- (a) 1, if the executive consists of one member; and
- (b) 2, if the executive consists of 2 or 3 members.

(2) Executive members must be present in person at the executive meeting to be counted in establishing quorum.

Executive meetings

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

(2) If an executive meeting is held by electronic means, executive members are deemed to be present in person.

(3) Owners may attend executive meetings as observers.

(4) Despite bylaw 41(3), no observers may attend those portions of executive meetings that deal with any of the following:

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

Voting at executive meetings

42 (1) At executive meetings, decisions must be made by a majority of executive members present in person at the meeting.

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

(3) The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

Executive to inform owners of minutes

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

Delegation of executive's powers and duties

- 44** (1) Subject to bylaw 44(2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
- (2) The executive may delegate its spending powers or duties, but only by a resolution that:
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (b) delegates the general authority to make expenditures in accordance with bylaw 44(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 executive may not delegate its powers to determine, based on the facts of a particular case:
- (a) whether a person has contravened a bylaw or rule; or
 - (b) whether a person should be fined, and the amount of the fine.

Spending restrictions

- 45** (1) A person may not spend a section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) The maximum unapproved expenditure that may be made out of the operating fund in the same fiscal year is \$3,000.
- (3) Notwithstanding subsections (1) and (2), an executive member may spend a section's money to repair or replace limited common property which has been designated for the use of the section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of executive member

- 46** (1) An executive member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the executive.

(2) Bylaw 46(1) does not affect an executive member's liability, as an owner, for a judgment against the Strata Corporation.

Division 6 - Enforcement of Bylaws and Rules

Maximum fine

47 Unless otherwise provided for in the bylaws the Strata Corporation may fine an owner or tenant a maximum of:

- (a) \$200 for each contravention of a bylaw;
- (b) \$50 for each contravention of a rule; and
- (c) \$500 for a contravention of Bylaw 7 relating to rentals.

Continuing contravention

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

Division 7 – Annual and Special General Meetings of the Strata Corporation

Quorum

49 If within ½ hour 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 ½ hour from the time appointed and, if within one-half 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 provided that at least one owner from the Residential Section and one owner from the Commercial Section is present.

Person to chair meeting

50 (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.

Participation by other than eligible voters

51 (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

52 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

(2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

(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) 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.

(7) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the Strata Corporation is entitled to register a lien against that strata lot under section 116 of the *Strata Property Act*.

Order of business

53 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 *Strata Property Act*;
- (j) report on insurance coverage in accordance with section 154 of the *Strata Property Act*, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the *Strata Property 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 *Strata Property Act*;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Electronic attendance at meetings

- 54 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.

Application to annual and special general meetings of sections

- 55 The provisions of this Division apply as appropriate to Annual and Special General Meetings of the Residential and Commercial Sections.

Division 8 – Common Expenses

Apportionment of common expenses

- 56 (1) Common expenses shall be apportioned among sections and to individual strata lots in the following manner:

- (a) common expenses that relate solely to a section or to areas designated as limited common property for a section or that relate to matters that are within the responsibility of a section to repair and maintain shall be allocated to that section and shall be borne by the owners of the strata lots within that section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots in that section subject to a unanimous resolution pursuant to section 100 of the *Strata Property Act*;

(b) common expenses not attributable to a section shall be for the account of the Strata Corporation and shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit entitlement of their strata lot subject to a unanimous resolution pursuant to section 100 of the *Strata Property Act*;

(2) Without limiting the generality of subsection 1(a), the following are expenses that relate solely to the Commercial Section:

- (a) garbage removal and recycling for the Commercial Strata Lots;
- (b) window cleaning for the Commercial Strata Lots;
- (c) hydro expense attributable to LCP for the exclusive use of the Commercial Strata Lots or to operate common assets of the Section;
- (d) costs related to the cleaning of the washroom designated as LCP;
- (e) costs related to the cleaning of common property adjacent to and for the use of the Commercial Strata Lots;
- (f) pest control;
- (g) strata management fee and other professional fees attributable to the Commercial Strata Lots; and
- (h) repair and maintenance expenses as required by bylaw 16(1).

(3) Without limiting the generality of subsection 1(a), the following are expenses that relate solely to the Residential Section:

- (a) garbage removal for the Residential Strata Lots;
- (b) window cleaning for the Residential Strata Lots;
- (c) gas and hydro expense attributable to the Residential Strata Lots, LCP for the exclusive use of the Residential Strata Lots or to operate common assets of the Residential Section;
- (d) pest control;
- (e) strata management fees and other professional fees attributable to the Residential Strata Lots; and
- (f) repair and maintenance expenses as required by bylaw 16(2).

(4) Without limiting the generality of subsection 1(b), the following are expenses that shall be allocated to all strata lots:

- (a) insurance;
- (b) costs arising from the Reciprocal Easements;
- (c) pest control;
- (d) strata management fees and other professional fees attributable to the common property; and
- (e) repair and maintenance expenses as required by bylaw 17.

Division 9 – Voluntary Dispute Resolution

Voluntary dispute resolution

57 (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 *Strata Property 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.

Division 10 – Marketing Activities by the Owner Developer

- 58** During the time that the owner developer of the Strata Corporation is the owner or lessee of any strata lot, it shall have the right to:
- (a) maintain any such strata lot or strata lots, whether owned or leased, as a display strata lot or strata lots and to carry on promotional, marketing and sales functions within such strata lots and within any area of the common property of the development including any recreational facilities for the purpose of promoting, marketing and sales at this development and other developments of the owner developer;
 - (b) erect and maintain promotional, marketing and sales signage on the common property for the purposes of promoting, marketing and sales at this development and other developments of the owner developer;
 - (c) hold special promotions and open houses and other marketing events for the purposes of promoting, marketing and sales at this development and other developments of the owner developer;
 - (d) locate construction trailers and equipment on the common property during the construction of the development;
 - (e) have access to any and all parts of the common property, including limited common property that comprises public use areas for the purpose of promoting, marketing or selling strata lots.

Division 11 – Small Claims

- 59** Pursuant to section 171 of the *Strata Property Act*, the council, on behalf of the Strata Corporation, or an executive on behalf of a section may commence a proceeding under the Small Claims Act against an owner or other person to collect money owing to the Strata Corporation without further authorization from the Strata Corporation. The council may commence the proceedings to collect monies owing to the Strata Corporation for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The council has full authority to negotiate a settlement or discontinue or dismiss the action.

Division 12 – Severability

60 (1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

(2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.