

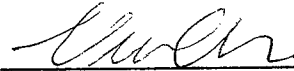
NOV 23, 2010

REGISTRAR
LAND TITLE OFFICE
88 - 6TH STREET
NEW WESTMINSTER, BC V3L 5B3

FILING LETTER

PLEASE RECEIVE HERewith THE FOLLOWING DOCUMENT(S) FOR FILING:

Form I (Amendment to Bylaws) for Strata Plan B183437
Espana as passed at the AGM held
October 26, 2010.



(Signature)

COLYVAN PACIFIC REAL ESTATE MANAGEMENT SERVICES LTD.
#202 - 5704 Balsam Street
Vancouver, BC V6M 4B9
Telephone: 604.683.8399 Fax: 604.683.7399

ATTENTION:

Vivian
PHONE: 604.683.8399, ext. 230

PACIFIC COAST TOTAL SOLUTIONS INC.

24 NOV 2010

Strata Property Act

BB1723474

FORM I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan BCS 3437 - Espana, 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 the Annual General Meeting held on October 26, 2010.*

Bylaw Amendment – Moving Fees - Bylaw Section 18.1.1

Be it resolved by a ¾ vote resolution of the Owners, BCS 3437 The Espana to repeal and replace the Bylaw 18.1.1 as inserted below:

Bylaw Section 18.1.1

This section is repealed and replaced with the following

“A moving fee of \$200 is chargeable against a residential strata lot for all move ins; in the event that a strata lot is fully furnished, a moving fee will not be charged. The moving fee is due and payable by the strata lot owner before or concurrently with the incoming occupant taking possession of the strata lot.”

RESOLUTION PASSED

DIANNE BUCKLAND

.....
Name & Signature of Council Member
Date

David Tilley

.....
Name & Signature of Second Council Member
Date

*Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

19 MAY 2009 14 36

BB0775241

May 19, 2009

TO: REGISTRAR
LAND TITLE OFFICE
NEW WESTMINSTER, B.C.

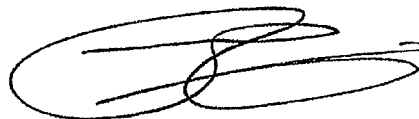
Please receive herewith the following document(s) for filing:

Strata Property Act

FORM Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS

BCS # 3437



Signature: Mark V. Lewis

BORDEN LADNER GERVAIS LLP
1200 Waterfront Centre
P.O. Box 48600
200 Burrard Street
Vancouver, B.C. V7X 1T2
Telephone: (604) 687-5744
Client No. 10439 (File No. 552374/000002)

Strata Property Act

FORM Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS

(Section 245(d); Regulations section 14.6(2))

Re: Strata Plan BCS 3431, being a strata plan of:

PARCEL IDENTIFIER: 026-959-747
LOT 1, EXCEPT PART SUBDIVIDED BY
AIR SPACE PLAN BCP 40931
FALSE CREEK, PLAN BCP28221

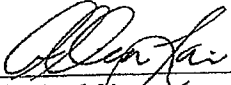
The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act* permitted by section 120 of the Act:

1. The Standard Bylaws are deleted in their entirety and replaced with the Bylaws attached hereto as Schedule A.

Date: May 13, 2009.

HENDERSON LAND HOLDINGS (CANADA) LTD.

Per:


Authorized Signatory

SCHEDULE A

THE OWNERS, STRATA PLAN

BY LAWS

As permitted by the *Strata Property Act* S.B.C. 1998 Chapter 43 (the "Act")

DIVISION 1.

COMMERCIAL AND RESIDENTIAL SECTIONS

- 1.1 The owners of all the non-residential strata lots shall form a separate section (the "Commercial Section") within the strata corporation consisting of all the non-residential strata lots in the strata plan being strata lot numbers 447 to 454.
- 1.2 The owners of all residential strata lots shall form a separate section (the "Residential Section") within the strata corporation consisting of all the residential strata lots in the strata plan being strata lot numbers 1 to 446.
- 1.3 Any entrance ways or areas which are designated for the exclusive use of the Residential Section or the Commercial Section will be designated as limited common property for strata lots in each applicable section and therefore access to such limited common property will be limited to the respective strata lot owners in each separate section so that the common areas in each (such as any recreation and storage areas in the Residential Section and entrances, lobbies, corridors, utility rooms, elevators and other common areas in each section) will be for the exclusive use of the owners of the strata lots within the Residential Section or the Commercial Section, as applicable.

DIVISION 2.

DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

2.1 Payment of Strata Fees

- 2.1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.1.2 If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- 2.1.3 The strata corporation may, in its sole discretion and without a $\frac{3}{4}$ vote, in accordance with section 116 of the Act, register a certificate of lien against any strata lot whose owner is over three months in arrears of payment on his or her monthly strata fees, and shall, in accordance with section 117 of the Act, apply for judgment against any owner who is over six months in arrears of his or her monthly strata fees.

2.2 Repair and Maintenance of Property by Owner

- 2.2.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation, or the separate section, as the case may be, under these bylaws.

- 2.2.2 An owner who has the exclusive 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 separate section, as the case may be, under these bylaws.
- 2.2.3 An owner must not permit the accumulation on any deck, terrace, patio and balcony adjoining his or her strata lot of any ice, snow, leaves, algae or debris. An owner must not permit anything to happen which would develop drainage problems or cause damage to any other strata lot or the common property.
- 2.2.4 An owner shall promptly carry out all work that may be ordered by any competent public or local authority in respect of his or her strata lot other than work for the benefit of the building generally.
- 2.2.5 An owner must not allow water, debris, or cleaning solutions to flow through the balcony drainage pipe or over the balcony of the owner's strata lot.

2.3 Use of Property

- 2.3.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property, limited common property, or common assets in a way that:
- (a) causes a nuisance or hazard to another person, including, but not limited to by way of noise, light, vibration and/or smell;
 - (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, common property or limited common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 2.3.2 An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, limited common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 2.3.3 Mops, dusters or cloths of any kind shall not be shaken from, and nothing (such as cigarette butts and liquids) shall be thrown or poured from any window or balcony, or onto or from any other part of the exterior of the strata lot, common property or limited common property.
- 2.3.4 An owner, tenant or occupant shall not:
- (a) use a barbeque, hibachi or other like cooking device on a balcony, deck or patio unless such barbeque, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbeque, hibachi

and other light cooking devices shall not be used except in accordance with the rules made by the strata corporation from time to time;

- (b) 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;
- (c) smoke or permit visitors, guests or tenants to smoke in any common property of the building;
- (d) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot as permitted by these bylaws;
- (e) display Christmas lights except during the period of November 15 through January 31;
- (f) dispose live trees (i.e. Christmas trees), on any strata lot or the common property. An owner shall be responsible for cleaning needles or debris left in any part of the common property, including hallways, elevators, lobbies and the parkade;
- (g) place a satellite dish on the balcony of any strata lot or common property, including, but not limited to any roof decks, unless the satellite dish is below and contained by the balcony railing outside the owner's strata lot and is not attached to any part of the building;
- (h) hang or place any window drapes, blinds, signs or other objects which will adversely affect the consistency of the exterior of the building;
- (i) feed pigeons, seagulls, birds or any type of wild animal from any strata lot or common property;
- (j) use any musical instrument, sound reproduction system or other device within a strata lot, which in the opinion of the strata corporation causes a disturbance or interferes with the comfort of other owners;
- (k) block, obstruct or use for any purpose other than ingress or egress from the strata lots and parking areas within the common property, the sidewalks, walkways, passages and driveways of the common properties; or
- (l) rollerblade or skateboard on the common property or limited common property.

2.3.5 An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

2.3.6 Except for the commercial strata lot owners, tenants or occupants, an owner, tenant, or occupant shall be entitled, upon receiving permission from the strata corporation, to keep two, but not more than two, domestic pets in a strata lot unless another pet is otherwise approved in writing by the strata corporation. Notwithstanding the foregoing, an owner is allowed to keep a reasonable number of fish or other small aquarium animals and up to 2

caged birds. An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the strata corporation with respect to the keeping of pets.

- 2.3.7 An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property or limited common property, the owner shall immediately and completely remove all of the pet's waste and dispose of it in a waste container or by some other sanitary means.
- 2.3.8 An owner of a pet shall not permit the pet to create a nuisance.
- 2.3.9 A pet registration form must be filed with the strata corporation within 2 weeks of the acquisition of a pet.
- 2.3.10 All pets shall be licensed, where applicable, and maintained in accordance with the city of Vancouver's bylaws.
- 2.3.11 The strata corporation may require removal by an owner, tenant or occupant of any pet or other animal by such owner, tenant or occupant if such pet or animal, in the opinion of the corporation, is a nuisance or annoyance to any other owner, tenant or occupant of a strata lot, or the strata corporation.
- 2.3.12 An owner must comply strictly with these bylaws, and all other bylaws of the strata corporation, and with the rules and regulations adopted from time to time.
- 2.3.13 An owner must promptly carry out all work that may be ordered by any public or local authority in respect of his or her strata lot other than work for the benefit of the building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his or her strata lot.

2.4 Inform Strata Corporation

- 2.4.1 Within two 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.
- 2.4.2 Within two weeks of leasing a strata lot to a tenant, an owner must inform the strata corporation of the tenant's name, phone and emergency contact numbers.

2.5 Obtain Approval before Altering Strata Lot

- 2.5.1 Subject to Division 14, an owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;

- (f) common property located within the boundaries of a strata lot;
- (g) wiring, plumbing, piping or other services;
- (h) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
- (i) the exterior appearance of the strata lot and its balcony or the building, including but not limited to the painting of exterior parts of the building, or the attachment of sun screens or green houses.

2.5.2 The strata corporation must not unreasonably withhold its approval under subsection 2.5.1, 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.

2.5.3 This section does not apply to a strata lot in a bare land strata plan.

2.5.4 All flooring materials will be such as to minimize noise transmission to the strata lot immediately below or adjacent thereto. All flooring materials must have the equivalent or greater noise suppression qualities as those installed by the developer. All hardwood floor installations must be approved in advance of installation by the strata council.

2.5.5 Contractor hours of operations are confined to between the hours of 8:00 a.m. and 5:00 p.m. Notification must be provided to the strata corporation by the strata lot owner of any contractor's plans and purpose and for permission for elevator use, protection and padding. All contractors must retain a minimum liability coverage of \$2 million. All refuse must be removed offsite and not placed in the strata corporation garbage bins.

2.6 Obtain Approval Before Altering Common Property

2.6.1 Subject to subsection 14.1.1(b), an owner must obtain the prior written approval of the strata corporation before making an alteration to common property (other than limited common property of the relevant separate section), limited common property of which the owner has exclusive use, or common assets.

2.6.2 An owner must obtain the written approval of the executive of the separate section before making an alteration to limited common property of the relevant separate section.

2.6.3 The strata corporation and the executive of the separate section, as the case may be, 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, upon request, evidence of appropriate insurance coverage relating to the alteration.

2.7 Permit Entry to Strata Lot

2.7.1 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; and

- (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act, or for the purpose of ensuring that these bylaws are observed.

2.7.2 The notice referred to in subsection 2.7.1(b) must include the date and approximate time of entry, and the reason for entry.

DIVISION 3. POWERS AND DUTIES OF STRATA CORPORATION

3.1 Repair and Maintenance of Property by Strata Corporation

3.1.1 The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain is restricted to:
 - (i) the structure of a building, including, but not limited to the roof;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, vents and other things attached to the exterior of a building, excluding balconies, patios and roof decks that are for the exclusive use of a strata lot;
 - (iv) doors, door frames and skylights on the exterior of a building or that front on the common property;
 - (v) windows, including the glass, casings, sills and frames; and
 - (vi) fences, railings, lattice work, screens and similar structures that enclose patios, balconies and yards.

3.2 Contributions and Payments

3.2.1 The strata corporation shall collect and receive all contributions toward the common expenses levied by the strata corporation paid by the owners and deposit the same with a chartered bank or trust company or credit union or financial institution established by the government.

3.2.2 The strata corporation shall pay all sums of money properly required to be said on account of all services, supplies and assessments pertaining to, or for the benefit of, the strata corporation.

**DIVISION 4.
POWERS AND DUTIES OF SEPARATE SECTIONS
OF THE STRATA CORPORATION**

4.1 Repairs and Maintenance of Limited Common Property

4.1.1 Each separate section of the strata corporation must repair and maintain the limited common property appurtenant to the separate section facilities common to the separate section or other assets of the separate section, but the duty to repair and maintain the limited common property as aforesaid is restricted to:

- (a) repair and maintenance that in the ordinary course of events occurs less often than once a year; and
- (b) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, vents and other things attached to the exterior of a building, excluding balconies, patios and decks that are for the exclusive use of a strata lot;
 - (iv) doors, door frames and skylights on the exterior of a building or that front on the limited common property;
 - (v) windows, including the glass, casings, sills and frames; and
 - (vi) fences, railings, lattice work, screens and similar structures that enclose patios, balconies and yards.

4.1.2 Each separate section of the strata corporation shall:

- (a) keep in a state of good serviceable repair and properly maintained the fixtures and fittings, including the elevators and other apparatus and equipment used in connection with the limited common property appurtenant to the separate section, or to a strata lot or strata lots within the separate section, facilities common to the separate section, or other assets of the separate section; and
- (b) control, manage and administer the limited common property appurtenant to the separate section or to a strata lot or strata lots within the separate section, facilities common to the separate section, and other assets of the separate section of the strata corporation for the benefit of all members of the separate section.

4.2 Separate Section Contributions and Payments

4.2.1 Each separate section of the strata corporation shall collect and receive all contributions towards the expenses common to the separate section paid by the owners. Such payments

will be made payable to the strata corporation and must be deposited with a chartered bank or trust company or credit union or financial institution located in the Province of British Columbia.

- 4.2.2 Each separate section of the strata corporation shall pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the separate section to the strata corporation.

DIVISION 5. STRATA COUNCIL

5.1 Council Size and Eligibility

- 5.1.1 A council shall be elected by and from the persons eligible to run for council under the Act and shall include not less than three (3) and not more than seven (7) members of which at least one (1) member will be a representative of the Commercial Section.

5.2 Council Members' Terms

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

5.3 Removing Council Members

- 5.3.1 Unless all the owners are on the council, the strata council may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- 5.3.2 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.
- 5.3.3 No person may run for council or continue to sit 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.

5.4 Replacing Council Member

- 5.4.1 If a council member resigns or is unwilling or unable to act for period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 5.4.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 5.4.3 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.

5.4.4 If all the members of the council resign or are unwilling or unable to act for a period of two 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.

5.5 Officers

5.5.1 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 and at least one of the officers will be a representative of the Commercial Section.

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

5.5.3 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.

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

5.5.5 The president of the council shall have a casting vote in addition to his or her original vote.

DIVISION 6. CALLING COUNCIL MEETINGS

6.1 Calling Council Meetings

6.1.1 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.

6.1.2 The notice does not have to be in writing.

6.1.3 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.

6.1.4 The council must inform owners about a council meeting as soon as is feasible after the meeting has been called.

6.2 Requisition of Council Hearing

- 6.2.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 6.2.2 If a hearing is requested under subsection 6.2.1, the council must hold a meeting to hear the applicant within one month of the request.
- 6.2.3 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.

6.3 Quorum of Council

- 6.3.1 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.
- 6.3.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

6.4 Council Meetings

- 6.4.1 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.
- 6.4.2 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 6.4.3 Owners may attend council meetings as observers.
- 6.4.4 Despite subsection 6.4.3, 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; or
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

6.5 Voting at Council Meetings

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

- 6.5.2 Unless there are only two strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 6.5.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.
- 6.6 **Council Minutes**
- 6.6.1 The council must inform owners of the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved.
- 6.7 **Delegation of Council's Powers and Duties**
- 6.7.1 Subject to subsections 6.7.2 to 6.7.4 (inclusive), 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.
- 6.7.2 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 6.7.3.
- 6.7.3 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.
- 6.7.4 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.
- 6.8 **Spending Restrictions**
- 6.8.1 A person must not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- 6.8.2 Despite subsection 6.8.1, a council member may spend the strata corporation's money to repair or replace common property or common assets if, in the council member's reasonable opinion, the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

6.9 **Limitation on Liability of Council Member**

- 6.9.1 A council member who acts honestly and in good faith is not personally liable as a result 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.
- 6.9.2 Subsection 6.9.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

**DIVISION 7.
ENFORCEMENT OF BYLAWS AND RULES**

7.1 **Maximum Fine**

- 7.1.1 The strata corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- 7.1.2 The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- 7.1.3 Each owner and tenant is responsible for payment, without invoice, of any money owing to the strata corporation as provided for in the Act or these bylaws. If the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and having been provided with a reasonable opportunity to answer the complaint (including a hearing, if requested), be assessed and pay a fine of \$10. If such default continues for a further 15 days, an additional fine of \$25 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month default continues, an additional fine of \$25 will be levied against and paid by the owner or tenant.
- 7.1.4 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 these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

7.2 **Costs of Expenses Incurred by Other**

- 7.2.1 Any costs or expenses incurred by the strata corporation, including but not limited to the full cost and expense of repairing any damage to any part of a strata lot or common property, directly or indirectly caused by or arising from a breach of these bylaws or any rules established under them by an owner or his or her tenants, occupants, employees or visitors will be charged to such owner and such costs and expenses will be added to and become part of the strata fees of that owner for the month next following the date on which

the costs or expenses are incurred, but not necessarily paid by the strata corporation and will become due and payable on the date of payment of the next monthly strata fees.

DIVISION 8. EXECUTIVE OF THE SEPARATE SECTIONS

8.1 Powers and Duties

- 8.1.1 The powers and duties of a separate section shall, subject to any restriction imposed by the Act, be exercised and performed by the executive of the separate section and the members of the separate section shall pursuant to these bylaws elect an executive, call and hold meetings and pass resolutions in the same manner as the strata corporation.
- 8.1.2 The owner developer shall exercise the powers and duties of the executive of each separate section until an executive is elected by the owners within the separate section.
- 8.1.3 The executive of a separate section will be elected at the first annual general meeting of the owners called by the owner developer under the Act and thereafter at each general meeting of the separate section called by the executive in accordance with the Act.
- 8.1.4 The executive of each separate section shall be elected by the owners within that separate section, shall consist of not less than three (3) or more than five (5) persons, shall have a chairman and a vice-chairman and shall conduct its affairs in the same manner as the strata council is required to conduct its affairs pursuant to Division 6 of these bylaws.
- 8.1.5 Any resolution passed by the strata corporation or the executive council of a separate section shall clearly state the particular strata lots or common property or limited common property to which such resolution applies, and resolutions made by the executive of a separate section shall apply only to the strata lots within, and limited common property appurtenant to, that separate section.

DIVISION 9. ANNUAL AND SPECIAL GENERAL MEETINGS

9.1 Person to Chair Meeting

- 9.1.1 Annual and general meetings must be chaired by the president of the council.
- 9.1.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 9.1.3 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.

9.2 Participation by Other than Eligible Voters

- 9.2.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

9.2.2 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.

9.2.3 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.

9.3 Voting

9.3.1 At an annual or special general meeting, voting cards must be issued to eligible voters.

9.3.2 At an annual or special general meeting a vote is decided by a majority by way of a show of voting cards, unless an eligible voter requests a precise count.

9.3.3 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.

9.3.4 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.

9.3.5 If there is a tie vote at an annual or specific 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.

9.3.6 If there are only two strata lots in the strata plan, subsection 9.3.5 does not apply.

9.3.7 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.

9.3.8 An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that owner's strata lot.

9.4 Order of Business

9.4.1 The order of business at annual and special general meetings is as follows:

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

- (h) receive reports of council activities and decisions since the previous annual general 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; and
- (n) terminate the meeting.

9.5 Proxies

- 9.5.1 An instrument appointing a proxy shall be in writing signed by the person so appointed, or his or her attorney, and may be either for an annual general or special general meeting.
- 9.5.2 A proxy need not be an owner.
- 9.5.3 Notwithstanding the provisions of these bylaws on appointment of a proxy, where the owner's interest is subject to a registered mortgage and where the mortgage provides that the power of a vote conferred on an owner under the Act may be exercised by the mortgagee, and where the mortgagee has given written notice of its mortgage to the strata corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his or her presence at the calling of the roll and he or she, rather than the owner, shall be issued a voting card.

DIVISION 10. ANNUAL AND SPECIAL GENERAL MEETINGS OF SEPARATE SECTIONS

10.1 Annual and Special General Meetings of Separate Sections

- 10.1.1 Annual and special general meetings of the separate sections will be conducted in the same manner as the annual and special general meetings of the strata corporation pursuant to the requirements of the bylaws in Division 9.

DIVISION 11. VOLUNTARY DISPUTE RESOLUTION

11.1 Voluntary Dispute Resolution

- 11.1.1 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.

11.1.2 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.

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

DIVISION 12. COMMON EXPENSES

12.1 Common Expenses

12.1.1 "Common Expenses" means the total of all expenses incurred or to be incurred by the strata corporation in controlling, managing and administering, operating, repairing, maintaining and replacing the common property, common facilities and other assets of the strata corporation and in discharging all obligations of the strata corporation under the Act and the bylaws of the strata corporation including, without limiting the generality of the foregoing, the costs or repair, maintenance and replacement, premiums on insurance policies, landscaping and gardening costs, snow removal, lighting costs, parking lot cleaning, wages, legal and accounting fees, management fees, rental costs, maintenance service and contingency reserve for unusual or extraordinary future expenses whether of a capital nature or not.

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

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

12.1.4 Common expenses shall be apportioned between the Residential Section and the Commercial Section and to individual strata lots in the following manner:

- (a) common expenses attributable to either separate section shall be allocated to that separate section and, subject to subsection 12.1.7 shall be borne by the owners of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate section;
- (b) common expenses not attributable to either separate section shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and

- (c) common expenses attributable to any one strata lot shall be allocated to such strata lot.
- 12.1.5 Without limiting the generality of subsection 12.1.4 and unless otherwise determined by the executive of each of the Residential Section and the Commercial Section, acting reasonably, the following common expenses shall be allocated between the separate sections as follows:
- (a) expenses relating to the limited common property areas in each separate section (such as recreation rooms, storage areas, entrances, lobbies, utility rooms and other limited common areas in each area) will be for the account of the owners of strata lots in each respective section;
 - (b) the underground and grade level parking area and appurtenant common areas will be maintained by the strata corporation as part of the overall maintenance, the cost thereof will be shared by the owners in proportion to their respective unit entitlements;
 - (c) the cost of insurance placed by the strata corporation will be shared by the owners in proportion to their respective unit entitlement.
- 12.1.6 Where the strata plan includes limited common property, expenses attributable to the limited common property shall be borne by the owners of the strata lots entitled to use the limited common property.
- 12.1.7 Common expenses attributable to a separate section, including, but not limited to, the common expenses relating to the limited common property attributed to a separate section, shall be apportioned by the executive of that separate section in the following manner:
- (a) Common expenses except electricity shall be allocated to all strata lots in the separate section and shall be borne by the owners in that section in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in that section.
 - (b) The cost to each owner of a strata lot of the electrical power supplied to it, if not separately metered for that strata lot, shall be borne by the owners in the proportion that the unit entitlement of their strata lots bears to the aggregate unit entitlement of all strata lots in that section.
- 12.1.8 If the cost of insurance for the strata corporation is increased by reason of the business or activities of the owner or occupant of any particular strata lot, the amount of the increase in cost so attributable to the particular strata lot shall be borne solely by the owners of that strata lot and shall be excluded from the amount chargeable to all other owners.
- 12.1.9 At the annual general meeting of the strata corporation, a budget will be prepared for a period commencing on the date of the annual general meeting and ending on the first anniversary of the last day of the month during which the annual general meeting is held. Such annual budget shall allocate common expenses as between the separate sections of the strata corporation. All owners shall, subject to subsection 12.1.4, pay a monthly assessment based on that budget determined in accordance with their unit entitlements.

**DIVISION 13.
MARKETING ACTIVITIES BY OWNER-DEVELOPER**

13.1 Marketing Activities by Owner-Developer

- 13.1.1 An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs on common property in a prominent place.
- 13.1.2 An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.
- 13.1.3 An owner developer will have access to and may show the common areas and common facilities to prospective purchasers during reasonable times.

**DIVISION 14.
USE OF THE COMMERCIAL STRATA LOTS AND
LIMITED COMMON PROPERTY**

14.1 Use of the Commercial Strata Lots and Limited Common Property

14.1.1 The strata corporation confirms that:

- (a) the owners of the commercial strata lots shall be entitled to alter the store fronts and place awnings and/or advertising signage, illuminated or not as permitted by the applicable bylaws of the City of Vancouver, on the limited common property designated for the purposes of signage for those strata lots, on the condition that:
 - (i) the owner has obtained the written approval of the executive of the Commercial Section in compliance with subsections 2.6.2 and 2.6.3;
 - (ii) the plans for such alterations, awnings and/or signage have received any approvals required from the City of Vancouver;
 - (iii) the alterations, awnings and/or signage are in keeping with the exterior design of the building; and
 - (iv) the structure of the building is not impacted.
- (b) provided that prior written notice of any material alteration is provided to the strata corporation, the owners of the strata lots in the Commercial Section shall be entitled to carry out alterations to the interior of the commercial strata lots, including, but not limited to, those alterations for wiring, plumbing, piping, exhaust systems and grease traps in order for the strata lot to be used for the commercial strata lot owner's business use, provided that any alterations to the structure of the building must be approved by the strata corporation. If a commercial strata lot owner requires access over or the use of common property for the purpose of installing utilities or other services and facilities that are required for the purpose of carrying on business from a commercial strata lot such access and/or use shall be granted by the strata corporation provided that the commercial strata lot owner gives prior written notice of the proposed work, all costs relating to the work are borne by the commercial strata lot owner and the work is conducted in accordance

with such reasonable rules as are imposed by the strata corporation. In carrying out such alterations the commercial strata lot owners shall take all necessary steps to cause as little disruption as possible to the other strata lot owners;

- (c) the owner, tenant or occupant of any of the commercial strata lots will not erect, place or maintain any decoration, lettering or advertising matter of any kind, including any hand-written signs or signs placed in the interior of the display window for exterior view, which will adversely affect the consistency of the exterior of the building;
- (d) any awning and/or signage will be maintained in good condition and repair and the costs of such maintenance and repair, together with all utilities required to operate such signage, will be borne by the owner of the commercial strata lot displaying such awning and/or signage;
- (e) the strata corporation will do no act, nor pass any by-law or rule or regulation which would have the effect of prohibiting, preventing or impairing the owners of the commercial strata lots from fully utilizing those strata lots for commercial purposes in accordance with the applicable by-laws and rules and regulations of the City of Vancouver in effect from time to time, provided that the owners of the commercial strata lots do not cause a nuisance to or interfere with the rights of the owners of the residential strata lots; and
- (f) the strata corporation will not pass any by-laws or rules or regulations which prohibit, prevent or materially impair the owners of the commercial strata lots from leasing, sub-leasing, granting a license, entering into any lease, sub-lease or license arrangement with respect to the use of the commercial strata lots.

14.1.2 No commercial strata lot shall be used for any of the following uses:

- (a) an arcade or any other use involving the playing of games for amusement or entertainment on machines for which a coin or token must be inserted or a fee is charged for such use;
- (b) a pawn shop or any other use involving the retail sale of goods and chattels in pawn;
- (c) a second hand store or any other use involving the retail sale of: (i) used electronic equipment, including but not limited to, audio or video equipment or accessories, computers, printers or fax machines; or (ii) two or more of the following types of used merchandise: bicycles, sports equipment, luggage, jewellery, cameras, musical equipment or tools;
- (d) an adult retail store or "XXX" rated bookstore or any other use involving the display, retailing or renting of any of: (i) sex objects; or (ii) adult magazines using more than 3.0 linear metres of shelving, being a maximum of 6 metres in depth; or (iii) "XXX" rated videos, DVDs or any other form of "XXX" rated media; or
- (e) a body-rub or massage parlour or any other use involving the practice of manipulating, touching or stimulating by any means on a person's body or part thereof, but not including: (i) medical, therapeutic or cosmetic massage treatment

given by a person duly licensed or registered with the applicable governmental authority; and (ii) the enhancement of health and well-being through therapeutic touch techniques such as shiatsu, reflexology, bio-kinesiology, hellework, polarity, reiki, rolfing, and trager approach.

14.1.3 Any amendment to this bylaw may only be made with the written consent of $\frac{3}{4}$ of the owners of the commercial strata lots and $\frac{3}{4}$ of the owners of the residential strata lots.

DIVISION 15. POWERS OF SEPARATE SECTIONS

15.1 Powers of Separate Sections

15.1.1 A separate section of the strata corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by the owners in the separate section in connection with their enjoyment of the limited common property appurtenant to the separate section or to strata lots within the separate section or other assets of the separate section;
- (b) make such rules and regulations as it may consider necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section;
- (c) do all things necessary for the enforcement of the rules and regulations of the separate section, and for the control, management and administration of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section generally, including removing privileges in use of certain facilities or fixing and collecting fines for contravention of the rules or regulations;
- (d) make an agreement with any occupant or tenant of the strata lot within the separate section for the provision of amenities or services by it to that strata lot;
- (e) make an agreement with the owners in any other separate section in connection with the joint use of any facilities which are designated in the strata plan as being limited common property appurtenant to the separate section or to any other separate section;
- (f) grant to an occupant or tenant of a strata lot within the separate section the right to exclusive use and enjoyment of limited common property appurtenant to the separate section or special privileges in respect thereof, such a grant to be determinable on reasonable notice, unless the separate section by unanimous resolution otherwise resolves.

**DIVISION 16.
LEGAL PROCEEDINGS**

16.1 Small Claims Actions

- 16.1.1 Notwithstanding any provisions of the Act, the strata corporation, the Residential or the Commercial Section may proceed under the *Small Claims Act* (B.C.) against an owner or other person to collect money owing to the strata corporation, the Residential or the Commercial Section including, but not limited to, money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.
- 16.1.2 The strata corporation, the Residential or Commercial Section may also recover from an owner by an action for debt in a court of competent jurisdiction money which the strata corporation is required to expend as a result of an act or omission by the owner, or other person, or as a result of an infraction or violation of these bylaws or any rules or regulations established under them.

**DIVISION 17.
INSURANCE**

17.1 Insurance Deductible

- 17.1.1 An owner and all of his or her tenants, occupants or visitors must not do, or omit to do, whether deliberately or negligently, any act which would result in costs being incurred by the strata corporation due to a claim being made on the insurance policy of the strata corporation.
- 17.1.2 In the event that loss or damage occurs that gives rise to a valid claim under the strata corporation's insurance policies, and where such loss or damage arises as a result of a negligent or deliberate act of an owner, tenant, occupant or visitor, then such owner or tenant, or the owner or tenant who is responsible for the occupant or visitor, shall, as permitted under the Act, be responsible for paying to the strata corporation the reasonable costs of the strata corporation remedying the contravention of this bylaw 16.1.2, being an amount equal to the insurance deductible payable by the strata corporation.

**DIVISION 18.
MOVING FEES**

18.1 Moving Fees

- 18.1.1 Each owner shall be permitted one free move into his or her strata lot. A moving fee of \$100 is chargeable against a residential strata lot for any subsequent move-ins. The moving fee is due and payable by the strata lot owner immediately after the incoming occupant has taken possession of the strata lot.
- 18.1.2 An owner, tenant or occupant must comply with the rules governing moves in and out of the building. These rules will be attached to a copy of these bylaws and such attachment will constitute sufficient notice to all owners and/or tenants or occupants.

**DIVISION 19.
PARKING**

19.1 Parking

- 19.1.1 Vehicles parked in violation of any bylaws or rules shall be towed at the vehicle owner's risk and expense.
- 19.1.2 All motor vehicles parked or stored in the parking facilities of the Development must be licensed and insured unless prior written approval is obtained from the strata corporation.

**DIVISION 20.
RECREATIONAL FACILITIES**

20.1 Recreational Facilities

- 20.1.1 All owners, tenants and occupants must comply with the rules governing the use and enjoyment of the recreational facilities as posted or established by the strata corporation from time to time.

**DIVISION 21.
RENTALS**

21.1 Rentals

- 21.1.1 A Form K must be submitted to the strata corporation within 2 weeks of the tenancy commencing.
- 21.1.2 A fine of \$50 shall be levied against the strata lot every month until the Form K is received by the strata corporation.
- 21.1.3 An owner must provide a copy of these bylaws to each new tenant.

**DIVISION 22.
SECURITY**

- 22.1 Owners, tenants or occupants of residential strata lots are responsible for anyone that they admit to the building.
- 22.2 Owners, tenants or occupants of residential strata lots shall not admit any person who phones on the interphone or otherwise seeks access to the common property, unless they are satisfied that such person wishes to enter the building for legitimate reasons.

**DIVISION 23.
GENERAL PROVISIONS**

23.1 Defined Terms

- 23.1.1 All terms defined in the Act and used in these bylaws will have the meanings given to them in the Act unless otherwise defined in these bylaws or the context requires otherwise.

23.2 Severability

- 23.2.1 If any provision or provisions of these bylaws is found to be illegal or unenforceable, it or they will be considered separate and severable from these bylaws, and the remaining provisions will remain in full force and effect as though such illegal or unenforceable provision or provisions had never been included in these bylaws.

DIVISION 24. NOTICES

24.1 Notices

- 24.1.1 Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under the Act or under these bylaws shall be well and sufficiently given if mailed to the owner at the address of his or her strata lot or if left with him or her or some adult person at that address.
- 24.1.2 A notice given by mail shall be deemed to have been given 48 hours after it is mailed.
- 24.1.3 An owner may at any time in writing advise the strata corporation of a change of address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the giving of notices.
- 24.1.4 The words "notice" shall include any request, statement or other writing required or permitted to be given by the strata corporation to the owner of the strata lot.

DIVISION 25. HAZARDS

25.1 Plumbing and Electrical Systems

- 25.1.1 Each owner shall endeavour to conserve the plumbing and electrical systems of the building and any damage to any of the systems caused by the wrongful act or the neglect of any owner, tenant, occupant or visitor shall be repaired at the expense of such owner. No owner shall permit a condition to exist within his or her strata lot which would result in wasting or excessive consumption of domestic water supply and/or steam heat.

25.2 Cleanliness

- 25.2.1 Garbage - ordinary household refuse and garbage shall be removed from each strata lot and deposited in the garbage compactor provided. All garbage bags shall be bagged and tied before being deposited in the compactor. Any materials other than ordinary household refuse and garbage or material that cannot be disposed of in the garbage compactor shall be removed from the development at the expense of the individual owner.
- 25.2.2 Recycling - all recyclable items are to be taken to the recycling bins in the area designated from time to time by the strata corporation.
- 25.2.3 Balconies - limited common property balconies must be kept clean and be free of storage items at all times. Failure to do so will result in the strata corporation arranging for the cleanup and chargeback of all related costs to the strata lot concerned.