

**EXHIBIT “C”**

**FORM Y**

**Owner / Developer’s Notice of Different Bylaws  
(Section 245(d), Regulations Section 14**

Re: 37841 Cleveland Avenue, Squamish, British Columbia,  
Parcel Identifier: 027-534-723  
Legal Description: Lot A, Block 21, District Lot 486, Group 1, New Westminster  
District, Plan BCP35162

The attached bylaws differ from the Standard Bylaws to the Strata Property Act, as permitted by Section 120 of the Act.

Dated 17<sup>th</sup> day of September, 2008.

Studio SQ By TiGERi Limited Partnership,  
by its General Partner,  
Studio SQ By TiGERi Ltd.

Per: \_\_\_\_\_  
Myron Calof, President

## TABLE OF CONTENTS

<b>PART I – STRATA COUNCIL .....</b>	<b>1</b>
1.1 Council of the Strata Corporation .....	1
1.2 Council Members and Terms .....	1
1.3 Removing Council Member .....	1
1.4 Replacing Council Member .....	1
1.5 Officers .....	2
1.6 Calling Council Meetings .....	2
1.7 Requisition of Council Hearing .....	3
1.8 Quorum of Council .....	3
1.9 Council Meetings .....	3
1.10 Voting at Council Meetings .....	4
1.11 Council to Inform Owners of Minutes .....	4
1.12 Delegation of Council’s Powers and Duties .....	4
1.13 Spending Restrictions .....	5
1.14 Limitation on Liability of Council Member .....	5
1.15 Consents .....	5
<b>PART 2 - ANNUAL AND SPECIAL GENERAL MEETINGS .....</b>	<b>5</b>
2.1 Person to Chair Meeting .....	5
2.2 Participation by Other than Eligible Voters .....	6
2.3 Voting .....	6
2.4 Order of business .....	7
2.5 Electronic Attendance at Meetings .....	7
2.6 Quorum for Adjourned Meeting .....	8
2.7 Resolutions of Strata Corporation or Sections .....	8
<b>PART 3 - COMMON EXPENSES AND PAYMENT OF STRATA FEES.....</b>	<b>8</b>
3.1 Repair and Maintenance of Property by Strata Corporation.....	8
3.2 Strata Fees.....	9
3.3 Payment of Strata Fees.....	9
3.4 Apportionment of Common Expenses.....	9

3.5	Expenses Attributable to Limited Common Property.....	10
<b>PART 4 – GENERAL DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS .10</b>		
4.1	Repair and Maintenance of Property by Owner .....	10
4.2	Use of Property .....	10
4.3	Inform Strata Corporation.....	12
4.4	Obtain Approval Before Altering Strata Lot .....	13
4.5	Obtain Approval Before Altering Common Property.....	13
4.6	Permit Entry to Strata Lot.....	13
4.7	No Pets .....	14
4.8	Claims on Insurance Policies .....	14
<b>PART 5 - BYLAWS APPLICABLE TO STRATA LOTS.....14</b>		
5.1	Use of Property .....	14
5.2	Garbage and Recycling.....	16
5.3	Move In/Move Out .....	16
5.4	Rentals.....	16
5.5	Selling of Strata Lots .....	16
5.6	Small Claims Court.....	16
5.7	Bylaw Restrictions .....	16
<b>PART 6 - ENFORCEMENT OF BYLAWS AND RULES .....17</b>		
6.1	Maximum Fine.....	17
6.2	Continuing Contravention.....	17
6.3	Cost or Expenses Incurred by Others.....	18
<b>PART 7 - VOLUNTARY DISPUTE RESOLUTION.....18</b>		
7.1	Voluntary Dispute Resolution.....	18
<b>PART 8 - MISCELLANEOUS .....19</b>		
8.1	Defined Terms .....	19

## **PART I – STRATA COUNCIL**

### **1.1 Council of the Strata Corporation**

The Council of the Strata Corporation (the “Council”) will consist of not less than 3 and not more than 7 members.

### **1.2 Council Members and Terms**

- (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 re-election.
- (3) As permitted by Section 28(2) of the Strata Property Act (herein called the “Act”), a person other than an owner, an individual representing a corporate owner and a tenant may be a member of the Council provided such person falls within one of the following classes of persons:
  - a) a spouse, including a common law spouse, of an owner; or
  - b) a professional advisor of an owner.

### **1.3 Removing Council Member**

Unless all the owners are on the Council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more Council members.

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.

No person may stand for Council or continue to be on Council with respect to a Strata Lot if the Strata Corporation is entitled to register a lien against that Strata Lot under the Act.

### **1.4 Replacing Council Member**

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

A replacement Council member may be appointed from any person eligible to sit on the Council.

The Council may appoint a Council member under this bylaw even if the absence of the member being replaced leaves the Council without a quorum.

If all the members of the Council resign or are unwilling or unable to act for a period of one (1) or more months, persons holding at least twenty-five percent (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.

## **1.5 Officers**

- (1) At the first meeting of the Council held after each annual general meeting of the Strata Corporation, the Council must elect, from among its members, a President and a Vice President, and may elect a Secretary and a Treasurer.
- (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 one (1) or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

## **1.6 Calling Council Meetings**

- (1) Any Council member may call a Council meeting by giving the other Council members at least one (1) week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A Council meeting may be held on less than one week's notice if:
  - (a) all Council members consent in advance of the meeting; or
  - (b) the meeting is required to deal with an emergency situation and all Council members either:
    - (i) consent in advance of the meeting; or

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

### **1.7 Requisition of Council Hearing**

- (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 1.7(1), the Council must hold a meeting to hear the applicant within one (1) 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 two (2) weeks of the hearing.

### **1.8 Quorum of Council**

- (1) A quorum of the Council is:
  - (a) one (1), if the Council consists of one (1) member;
  - (b) two (2), if the Council consists of two (2), three (3) or four (4) members;
  - (c) three (3), if the Council consists of five (5) or six (6) members; and
  - (d) four (4), if the Council consists of seven (7) members.
- (2) Council members must be present in person at the Council meeting to be counted in establishing quorum.

### **1.9 Council Meetings**

- (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 not attend Council meetings as observers unless Council, in its sole discretion, agrees to permit owners to attend.
- (4) Despite Bylaw 1.9(3), no observers may attend those portions of Council meetings that deal with any of the following:
  - (a) bylaw contravention hearings;
  - (b) rental restriction bylaw exemption hearings; and

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

### **1.10 Voting at Council Meetings**

- (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.

### **1.11 Council to Inform Owners of Minutes**

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

### **1.12 Delegation of Council's Powers and Duties**

- (1) Subject to Bylaws 1.12(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 1.12(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, and/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.

### **1.13 Spending Restrictions**

- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite Bylaw 1.13(1), a Council member may spend the Strata Corporation's money to repair or replace Common Property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

### **1.14 Limitation on Liability of Council Member**

- (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 1.14(1) does not affect a Council member's liability, as an owner, for a judgment against the Strata Corporation.

### **1.15 Consents**

- (1) Any consent, approval or permission given under these bylaws by the strata Council shall be revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the Act, the Strata Corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the Strata Corporation, including money owing as a fine, without requiring authorization by a resolution passed by a three-quarter (3/4) vote.

## **PART 2 - ANNUAL AND SPECIAL GENERAL MEETINGS**

### **2.1 Person to Chair Meeting**

- (1) Annual and special general meetings of the Strata Corporation 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 chair the meeting, a chair must be elected by the eligible voters of the Strata Corporation present in person or by proxy from among those persons who are present at the meeting.

## **2.2 Participation by Other than Eligible Voters**

- (1) Tenants and occupants may attend annual and special general meetings of the Strata Corporation, 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.

## **2.3 Voting**

- (1) At any 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 of the particular meeting 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 of the Strata Corporation, the President of the Strata Corporation, or if the President is absent or unable or unwilling to vote, the Vice Present of the Strata Corporation, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this Section, an election of Council or executives or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter of the Strata Corporation.
- (7) An owner who is otherwise an eligible voter may not exercise his or her vote for a Strata Lot, except on matters requiring a unanimous vote of the Strata Corporation, if the Strata Corporation is entitled to register a lien against that strata lot.

## **2.4 Order of business**

The order of business at annual and special general meetings of the Strata Corporation is as follows unless otherwise specified by the Council or the executive calling the meeting:

- (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 of the Strata Corporation;
- (g) deal with unfinished business;
- (h) receive reports of Council or executive activities and decisions since the previous annual general meeting of the Strata Corporation including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the Strata Corporation;
- (j) report on insurance coverage applicable to the Strata Corporation if the meeting is an annual general meeting;
- (k) approve the budget of the Strata Corporation for the coming year, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given by the Strata Corporation;
- (m) elect a Council, if the meeting is an annual general meeting of the Strata Corporation; and
- (n) terminate the meeting.

## **2.5 Electronic Attendance at Meetings**

Attendance by persons at an annual or special general meeting of the Strata Corporation 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.

## **2.6 Quorum for Adjourned Meeting**

Notwithstanding Section 48(3) of the Act, if within one-half (1/2) 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 one-half (1/2) hour from the time appointed and, if within one-half (1/2) 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.

## **2.7 Resolutions of Strata Corporation or Sections**

Any resolution passed by the Strata Corporation, the Council of the Strata Corporation, a Section or the executive of a Section must clearly state the particular Strata Lots or Common Property or Limited Common Property to which such resolution applies and resolutions made a Section or by the executive of a Section will apply only to the Strata Lots within that Section.

### **PART 3 - COMMON EXPENSES AND PAYMENT OF STRATA FEES**

## **3.1 Repair and Maintenance of Property by Strata Corporation**

The Strata Corporation must repair (which for the purposes of these bylaws includes replacement) and maintain all of the following:

- (a) common assets of the Strata Corporation;
- (b) Common Property that has not been designated as Limited Common Property;
- (c) Limited Common Property, provided however that the duty to repair and maintain it is restricted to:
  - (i) repair and maintenance that in the ordinary course of events would be required less often than once a year, and
  - (ii) the following, no matter how often the repair or maintenance would ordinarily be required:
    - 1. the structure of a building;
    - 2. the exterior of a building;
    - 3. chimneys, stairs, balconies and other things attached to or on the exterior of a building except a roof deck which is Limited Common Property appurtenant to a Strata Lot, it being the

responsibility of the owner of that Strata Lot to keep the roof deck, the surface thereof, its railings and screens, and the hatches and doors used for access thereto, in good repair and well maintained as well as clean and tidy; provided however that it is the responsibility of the Strata Corporation to make any repairs which are required to the roof of the building including any part thereof requiring repair under a roof deck;

- (d) a Strata Lot, provided however that the duty to repair and maintain it is restricted to:
  - (i) the structure of a building;
  - (ii) the exterior of a building;
  - (iii) any portions of the building including without limitation pipes and wiring that are within a Strata Lot but are required to service any other Strata Lot, Common Property or other part of the building; Provided however that it is the responsibility of the owner of a Strata Lot to keep the parts of such Strata Lot described in this Bylaw 5.1 (d) (iii) clean and not to damage such parts beyond reasonable wear and tear;

Subject to these bylaws, the cost and expense to the Strata Corporation of performing the aforementioned repairs and maintenance shall be a common expense of the Strata Corporation.

### **3.2 Strata Fees**

Owners' contributions to the common expenses of the Strata Corporation, which contributions are herein sometimes called Strata Fees, shall be levied in accordance with these bylaws.

### **3.3 Payment of Strata Fees**

- (1) An owner must pay his Strata Fees to the Strata Corporation on or before the first day of the month to which the Strata Fees relate. The Strata Fees will be made up of the fees owing to the Strata Corporation as set out in the approved budget.
- (2) If an owner is late in paying his Strata Fees, the owner must pay to the Strata Corporation interest on the late payment in the amount of ten percent (10%) per annum compounded annually on the amount of such late payment from the date such fee is due to the date it is paid in full by the owner.

### **3.4 Apportionment of Common Expenses**

Common expenses shall be apportioned in the following manner:

- (a) common expenses not attributable in accordance with Bylaw 3.4(b) to one or more Strata Lots shall be for the account of the Strata Corporation and shall be allocated to all Strata Lots, to be borne by the owners in proportion to the Unit Entitlement of their Strata Lot or as otherwise set out in the current budget of the Strata Corporation; and
- (b) if one or more Strata Lots shall require a utility or other service not supplied to all Strata Lots, the cost shall not be a common expense but shall be borne by the first mentioned Strata Lots, and if such utility or service is not separately metered or billed so as to measure the use thereof by each of the first mentioned Strata Lots, the cost of such utility shall be apportioned and charged to the first mentioned Strata Lots by the Strata Council on such basis as it shall determine.

### **3.5 Expenses Attributable to Limited Common Property**

If an owner fails to clean, maintain and repair any Limited Common Property in accordance with Section 3.1(c) (3), the Strata Corporation may perform the necessary work and recover the cost thereof from the said owner.

## **PART 4 – GENERAL DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS**

### **4.1 Repair and Maintenance of Property by Owner**

- (1) An owner must clean, repair and maintain the owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (2) An owner who has the use of Limited Common Property must clean, repair and maintain such Limited Common Property except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

### **4.2 Use of Property**

- (1) An owner, tenant, occupant, employee or visitor must not use a Strata Lot, any Limited Common Property, the Common Property or common assets in a way that:
  - (a) causes a nuisance or hazard to another person;
  - (b) causes undue smell or unreasonable or repetitive 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 assets or Common Property is intended as shown expressly or by necessary implication on or by the Strata Plan, the Disclosure Statement or these bylaws.
- (2) An owner, tenant, occupant, employee or visitor must not cause damage, other than reasonable wear and tear, to the Common Property, common assets or those parts of a Strata Lot or Limited Common Property which the Strata Corporation must repair and maintain under these bylaws or insure under the Act. The cost of repairing any such damage shall be charged to the owner who, or whose tenant, occupant, employee or visitor, causes the aforesaid damage.
- (3) Any owner, tenant, occupant of a Strata Lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the Common Property or on any Limited Common Property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is an insured under any such policy.
- (4) An owner shall not:
  - (a) use, or permit any occupant of his Strata Lot to use, any parking space on the Common Property or on any Limited Common Property, except the parking space(s) which has been specifically allocated to his Strata Lot as evidenced by a license of such parking spaces(s) from the Strata Corporation, or when specifically agreed with another owner, the parking space allocated to the Strata Lot of that other owner;
  - (b) carry out, or permit any occupant of his Strata Lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on Common Property or on any Limited Common Property, except in the case of emergency;
  - (c) rent or lease the parking space allocated to his Strata Lot as evidenced by a license of such parking spaces from the Strata Corporation to, or otherwise permit that parking space to be used by, anyone that is not a resident or occupant of the building or an employee or contractor of an owner, tenant or occupant of the building;
  - (d) park, or permit any occupant of his Strata Lot or a guest, employee, agent or invitee of the owner or occupant to park, any vehicle in a manner which will reduce the width of the parking roadway or any roadway or driveway on the Common Property or on any Limited Common Property;
  - (e) use, or permit any occupant of his Strata Lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the Common Property which is not Limited Common Property appurtenant to the owner's Strata Lot (other than a locker or space within an established

storage area specifically assigned to his Strata Lot by the Strata Corporation) for storage, without the written consent of the strata Council;

- (f) obstruct, or permit any occupant of his Strata Lot or a guest, employee, agent or invitee of the owner or occupant to obstruct, any area of the Common Property used for the purpose of ingress to or egress from the Strata Lots or Common Property;
  - (g) leave, or permit any owner or occupant of his Strata Lot or any guest, employee, agent or invitee of the owner or occupant to leave, on the Common Property or any Limited Common Property any shopping cart or any other item designated from time to time by the Strata Council;
  - (h) allow his Strata Lot to become unsanitary;
  - (i) feed, or permit any occupant of his Strata Lot or a guest, employee, agent or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the Strata Lot or anywhere on or in close proximity to the Common Property or any Limited Common Property, but this shall not apply to a pet permitted to be kept in his Strata Lot pursuant to these bylaws and the rules and regulations made hereunder, which pet shall be fed only in his Strata Lot; and
  - (j) give, or permit any occupant of his Strata Lot to give, any keys, combinations, security cards or other device of access to the building, the gated parking area or Common Property to any person other than a tenant, employee, contractor or occupant of his Strata Lot.
- (5) An owner, tenant or occupant of a Strata Lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the Common Property as a result of any activity prohibited by this Bylaw 4.2.
- (6) If an owner of a Strata Lot does or permits any tenant or occupant of his Strata Lot or any guest or employee, agent or invitee of the owner, tenant or occupant to do anything that increases the risk of fire or the rate of insurance on the building or on any part thereof, that owner and his Strata Lot will be responsible for any increase in insurance premiums relating to the same.

#### **4.3 Inform Strata Corporation**

- (1) Within two (2) weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, Strata Lot number and mailing address outside the Strata Plan, if any.
- (2) Within two (2) weeks of leasing his Strata Lot to another party, an owner must inform the Strata Corporation of the name and mailing addresses of the tenant. On request by the Strata Corporation a tenant must inform the Strata Corporation of his or her names, mailing address and other requested contact information.

#### **4.4 Obtain Approval Before Altering Strata Lot**

- (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to a Strata Lot that may affect the structure or might alter the exterior appearance of the building.
- (2) The Strata Corporation must not unreasonably withhold its approval under Bylaw 4.4(1) but may require as a condition of its approval that the owner agree in writing to take responsibility for any expenses relating to or arising from the alteration and payment of the cost of any repairs to the building or Common Property necessitated by the alteration of his Strata Lot.
- (3) An owner must not do, or permit any occupant of his Strata Lot or any guest, employee, agent or invitee of the owner or occupant to do, any act; nor alter, or permit any occupant of his Strata Lot or any guest, employee, agent or invitee of the owner or occupant to alter, his Strata Lot in any manner which in the opinion of the Strata Council may affect the structure of the building or alter the exterior appearance of the building, without the prior consent of the Council, except as otherwise provided for in Bylaw 6.5.

#### **4.5 Obtain Approval Before Altering Common Property**

- (1) Subject to Bylaw 4.5(2), an owner must obtain the written approval of the Strata Corporation before making any additions or alterations to common assets, Common Property, or Limited Common Property appurtenant to his Strata Lot.
- (2) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to or arising from any alteration or addition aforesaid and to provide, at the request of the Strata Corporation, evidence of appropriate insurance coverage relating to the alteration or addition.
- (3) An owner must obtain the written approval of the Strata Corporation before making any addition to or alteration of any Limited Common Property which is designated for the exclusive use of any Strata Lots other than his own or any item which might affect common expenses.

#### **4.6 Permit Entry to Strata Lot**

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter his Strata Lot:
  - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
  - (b) at any reasonable time, on forty-eight (48) hours' written notice;

- a. 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 the Act; and
  - b. to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in Bylaw 4.6(1) must include the date and approximate time of entry and the reason for entry.

#### **4.7 No Pets**

No pets or other animals shall be kept in a Strata Lot or on the Common Property except that an owner, tenant or occupant of a residential Strata Lot may keep one or more of the following:

- (i) a reasonable number of fish or other small aquarium animals;
- (ii) a reasonable number of small caged mammals;
- (iii) up to two (2) caged birds;
- (iv) one (1) dog or cat.

#### **4.8 Claims on Insurance Policies**

An owner, tenant or occupant must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of either the Strata Corporation or a separate Section.

### **PART 5 - BYLAWS APPLICABLE TO STRATA LOTS**

#### **5.1 Use of Property**

An owner of a residential Strata Lot shall not:

- (a) use, or permit any occupant of his Strata Lot to use, his Strata Lot for any purpose which involves undue traffic or noise in or about the Strata Lot or Common Property between the hours of 10:30 pm. and 7:00 am, or that encourages loitering by persons in or about the Strata Lot or Common Property;
- (b) use, or permit any occupant of his Strata Lot or a guest, employee, agent or invitee of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any Strata Lot, the Common Property or any Limited Common Property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;

- (c) use, or permit any occupant of his Strata Lot or any guest, employee, agent or invitees of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity, and such propane or electricity powered barbecues, hibachis and other like cooking devices shall not be used except in accordance with rules made by the Strata Corporation;
- (d) shake, or permit any occupant of his Strata Lot or any guest, employee, agent or invitee of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his Strata Lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse out of the windows or doors or from the balcony of a Strata Lot;
- (e) do, or permit any occupant of his Strata Lot or any guest, employee, agent or invitee of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (f) permit a condition to exist within his Strata Lot which will result in the waste or excessive consumption of the building's domestic water supply or treated water,
- (g) install, or permit any occupant of his Strata Lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings visible from the exterior of his Strata Lot unless they are the same as the original window coverings of the Strata Lot or are first approved in writing by the Strata Council;
- (h) hang or display, or permit any occupant of his Strata Lot or any guest, employee, agent or invitee of the owner or occupant to 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;
- (i) use or install, or permit any occupant of his Strata Lot or any guest, employee, agent or invitee of the owner or occupant to use or install, in or about the Strata Lot or any Limited Common Property for his use, any exterior shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the Strata Council;
- (j) erect on or fasten to, or permit any occupant of his Strata Lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the Strata Lot, the Common Property or any Limited Common Property any television or radio antenna or satellite receiving dish or similar structure or appurtenance thereto except those devices approved in writing by the Strata Council;
- (a) place, or permit any occupant of his Strata Lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind (other than a "for sale" sign) on, or visible from, the exterior of a Strata Lot; and

- (b) place, or permit any occupant of his Strata Lot or any guest, employee, agent or invitee of the owner or occupant to place, any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony prohibited by the Strata Council from time to time.

## **5.2 Garbage and Recycling**

An owner of a Strata Lot and his tenants, occupants or employees shall remove ordinary household refuse and garbage from such Strata Lot and deposit it in the containers designated by the Strata Corporation for the use of Strata Lots for that purpose. All garbage shall be bagged and tied before so depositing and the owner, tenant, occupant or employee shall remove any materials other than ordinary household refuse and garbage from the Strata Plan property at his expense.

## **5.3 Move In/Move Out**

The Strata Council, may regulate the times and manner in which any moves into or out of Strata Lots may occur.

## **5.4 Rentals**

Before a tenant may move into any Strata Lot, the owner shall deliver or cause to be delivered to the Strata Corporation a “Form K - Notice of Tenant’s Responsibilities” in the form set out in the Act, signed by the tenant.

## **5.5 Selling of Strata Lots**

- (1) An owner of a Strata Lot, when selling his Strata Lot, will not permit “For Sale” signs to be placed on or about the Common Property.
- (2) An owner of a Strata Lot, when selling his Strata Lot, will not hold or permit to be held any public open house except in the manner prescribed by the Strata Council. One (1) open house for agents will be allowed per listing. Unless the Strata Council otherwise prescribes, all showings must be by appointment only.

## **5.6 Small Claims Court**

Notwithstanding any provision of the Act, the Strata Corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the Strata Corporation including money owing as a fine, without requiring authorization by a resolution passed by a three-quarter (3/4) vote.

## **5.7 Bylaw Restrictions**

The Strata Corporation will not, unless also approved by a unanimous resolution passed by the owners of all Strata Lots (or failing that the unanimous approval of the owners of all Strata Lots), pass any bylaws or rules which prohibit, prevent or impair the ability of

an owner, tenant or occupant of a Strata Lot from leasing, subleasing, granting a license, or entering into any lease, sublease or license arrangement with respect to the use of a Strata Lot or Limited Common Property designated for the benefit of such Strata Lot.

## **PART 6 - ENFORCEMENT OF BYLAWS AND RULES**

### **6.1 Maximum Fine**

- (1) The Strata Corporation may fine an owner or tenant a maximum of
  - (a) Two Hundred (\$200.00) dollars for each contravention of a bylaw; and
  - (b) Fifty (\$50.00) dollars for each contravention of a rule.
- (2) Each owner is responsible for payment, without invoice, of any money (other than Strata Fees, but including special levies) owing to the Strata Corporation as provided for in the Act or these bylaws and if the Owner fails to pay any money so owing within fifteen (15) days after the date such money becomes due, the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested) be assessed and pay a fine of Ten (\$10.00) dollars, and if such default continues for a further fifteen (15) days, an additional fine of Twenty-Five (\$25.00) dollars will be levied against and paid by the owner and for each additional month such default continues an additional fine of Twenty-Five (\$25.00) dollars will be levied against and paid by the owner.
- (3) 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 or carry out these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the Strata 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.

### **6.2 Continuing Contravention**

If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven (7) days, a fine in the amount determined by the Strata Council may be imposed every seven (7) days.

### **6.3 Cost or Expenses Incurred by Others**

Any costs or expenses incurred by the Strata Corporation or an owner (the “Non-Defaulting Person” for the purposes of this bylaw), including but not limited to the full cost and expense of repairing any damage to any part of a Strata Lot or Common Property, caused by a breach of these bylaws or any rules established under them, by the Strata Corporation or an owner of a Strata Lot or his tenants, occupants, employees or visitors ( in such case the Strata Corporation or the owner being hereinafter referred to as the “Defaulting Person” for the purposes of this bylaw) shall be charged to the Defaulting Person. If the Defaulting Person is an owner or his tenant, occupant, employee or visitor, then 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 cost or expenses are incurred, and shall become due and payable on the date of payment of the next monthly Strata Fees. On receipt of such costs or expenses, the Strata Corporation will pay them to the Non-Defaulting Person. If the Defaulting Person is the Strata Corporation, it will pay such costs and expenses to the Non-Defaulting Person on the date of payment of the next monthly Strata Fees by the Non- Defaulting Person.

## **PART 7 - VOLUNTARY DISPUTE RESOLUTION**

### **7.1 Voluntary Dispute Resolution**

- (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, these bylaws or the rules made hereunder.
- (2) A dispute resolution committee consists of:
  - (a) one (1) owner or tenant of the Strata Corporation nominated by each of the disputing parties and one (1) 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.

## **PART 8 - MISCELLANEOUS**

### **8.1 Defined Terms**

All terms defined in the *Strata Property Act* (British Columbia) (as amended from time to time) (“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.