



**STRATA PLAN LMS 2686
THE MURCHIES**

BYLAWS

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AMENDMENTS:

Registration:	May 15, 2002	BT165365
Registration:	July 13, 2009	BB033849
Registration:	July 9, 2010	BB1676587
Registration:	November 10, 2011	BB1482993

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Strata Plan LMS 2686
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DEFINITIONS AND SECTIONS

- 1** In these Bylaws:
- (a) "Commercial Section" shall mean the section formed by the owners of strata lots 60 through 78 inclusive;
 - (b) "Commercial Strata Lot" means any strata lot within the Commercial Section;
 - (c) "Building" means "The Murchies Building";
 - (d) "Residential Section" shall mean the section formed by the owners of all the strata lots other than those strata lots in the Commercial Section;
 - (e) "Section" means each of the Commercial Section or the Residential Section or the strata lots contained with any such Section as in the context is appropriate;
 - (f) "Strata Corporation" means the Owners, Strata Plan **LMS 2686**;
 - (g) The owners of the strata lots in the Commercial Section and the owners of strata lots in the Residential Section shall each form a separate section of the Strata Corporation and agree to assist each other and to act in concert in order to exercise the greatest possible separate control of the strata lots within each Section; the control and maintenance of limited common property attached to the strata lots as a whole in such Section; and to approve and levy maintenance fees on the members of such Section to pay for the foregoing; and
 - (h) All references to separate sections of the Strata Corporation in these Bylaws refers to the Commercial Section and the Residential Section to be created pursuant to section 1 thereof.

DUTIES OF OWNERS

- 2** An owner shall:
- (1) permit the Strata Corporation and its agents, at all reasonable times on notice, except in cases of emergency, when no notice is required, to enter his strata lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or common property (including limited common property), or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the Strata Corporation, or for the purpose of ensuring that the Bylaws and rules and regulations of the Strata Corporation and the separate Sections are being observed and performed;

- (2) promptly carry out all work that may be ordered by any competent public or local authority in respect of his strata lot other than work for the benefit of the Development or for a Section generally and pay all rates, taxes, charges, outgoings and assessments that are payable in respect of his strata lot;
- (3) repair and maintain his strata lot, including windows, doors allocated to his exclusive use, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excluded;
- (4) use and enjoy the common property, common facilities or other assets of the Strata Corporation in a manner that will not unreasonably interfere with their use and enjoyment by other owners, their families or visitors;
- (5) not use his strata lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of a strata lot, whether an owner or not, or his family or guests or customers;
- (6) notify the Strata Corporation promptly on any change of ownership or lease of longer than 60 days or of any mortgage or other dealing in connection with his strata lot;
- (7) comply strictly with these Bylaws, and all other Bylaws of the Strata Corporation, and with rules and regulations adopted by the Strata Corporation or a Section in which the owner's strata lot is a member, from time to time;
- (8) receive the written permission of the council before undertaking alterations to the exterior or structure of any strata lot; but permission shall not be unreasonably withheld by the strata council;
- (9) use his best efforts in adopting the guidelines of the Strata Corporation to reduce the transmission of noise emanating from his strata lot by usage of rubber or plastic stops on furniture legs and the like and the employment of scatter rugs to the greatest extent as possible for the purposes of enhancing the enjoyment of the Building by all owners, such guidelines being of necessity having regard to the unique structural characteristics of the Building employing substantial use of hardwood floors;
- (10) in the case of the owners of Strata lots 53 through 59 inclusive, maintain at their sole expense any planter boxes immediately adjacent to their strata lot in a manner that complies with the rules and regulations of the Strata Corporation from time to time.

DUTIES OF STRATA CORPORATION

- 3** Except to the extent such matters are the responsibility of a separate Section pursuant to Bylaw 4, the Strata Corporation shall:
 - (1) control, manage and administer the common property (excluding limited common property appurtenant to either Section and common property to be controlled, managed and administered by either separate Section) common facilities or other assets of the Strata Corporation for the benefit of all owners;

- (2) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevator and equipment use in connection with the common property (excluding limited common property appurtenant to either Section and common property to be controlled, managed and administered by either Section), common facilities or other assets of the Strata Corporation;
- (3) maintain and repair all common areas, both internal and external, including the painting of the whole of the exterior of the Building, excluding windows, doors, balconies and patios included in a strata lot and other than those areas to be maintained by a Section;
- (4) maintain and repair, including renewal where reasonably necessary, pipes, wires, cables, chutes and ducts for the time being existing in the Strata Plan and capable of being used in connection with the enjoyment of: (i) common property, excluding limited common property appurtenant to either Section and common property to be controlled, managed and administered by either Section; or (ii) more than one strata lot not all of which are within the same Section as each other;
- (5) on the written request of an owner or mortgagee of a strata lot, produce to him or a person authorized in writing by him the insurance policies effected by the Strata Corporation and the receipts for the last premiums;
- (6) maintain and repair the exterior of the Building, excluding doors, windows, balconies and patios included in limited common property attributed to a particular Strata Lot or a Section;
- (7) collect and receive all contributions toward the common expenses levied by the Strata Corporation and paid by the owners and deposit the same with a chartered bank or trust company or credit union or financial institution established by the provincial or federal government;
- (8) 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 Strata Corporation;
- (9) maintain the common property (excluding limited common property appurtenant to either Section and common property to be controlled, managed and administered by either Section) in a safe and attractive condition; and
- (10) where an owner's interest is subject to a registered mortgage which entitles the mortgagee to receive notices of all meetings, minutes, financial statements and documents of a similar nature of the Strata Corporation, upon the request of the mortgagee, deliver such notice to the mortgagee at such address as the mortgagee shall specify in writing.

DUTIES OF SEPARATE SECTIONS OF THE STRATA CORPORATION

4 Each Section of the Strata Corporation shall:

- (1) control, manage and administer the limited common property appurtenant to the Section or to strata lots within the Section, and other assets of the Section for the benefit of all members of the Section;
- (2) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property appurtenant to the Section and common property to be controlled, managed and administered by the Section, facilities common to the Section or to strata lots within the Section; or other assets of the Section;
- (3) maintain and repair all areas of limited common property appurtenant to the Section, or to strata lots within the Section, or other assets of the Section;
- (4) maintain all areas common to the Section both internal and external, excluding storage areas, public halls and lobbies;
- (5) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes and ducts for the time being existing in the and capable of being used in connection with the enjoyment of more than one strata lot within the Section or the limited common property appurtenant to the Section;
- (6) collect and received from the Strata Corporation or the owners in the Section, all contributions towards the expenses common to the Section paid by the members of the Section and deposit the same with a chartered bank or trust company or credit union or a financial institution established by the provincial or federal government;
- (7) 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 Section; and
- (8) maintain the limited common property appurtenant to the Section in a clean safe and attractive condition.

POWERS OF STRATA CORPORATION

- 5 (1) The Strata Corporation may:
- (a) purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common property (excluding limited common property appurtenant to a Section and common property to be controlled, managed and administered by either section), common facilities or other assets of the Strata Corporation;
 - (b) borrow money required by it in the performance of its duties or the exercise of its powers;
 - (c) secure the repayment of money borrowed by it, and the payment of interest, by negotiable Instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;

- (d) invest as it may determine in separate accounts, terms deposits or certificates of deposit, money in the fund for administrative expenses, or in the contingency reserve fund;
- (e) make an arrangement with an owner or occupier of a strata lot for the provision of amenities or services by it to the strata lot or to the owner or occupier;
- (f) grant on owner or owners the right to exclusive use and enjoyment of common property, or special privileges in respect thereto the grant to be determinable on reasonable notice, unless the Strata Corporation by unanimous resolution otherwise resolves;
- (g) by separate resolution designate an area as limited common property and specify the Strata lots that are to have the use of the limited common property;
- (h) make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the common property (excluding limited common property appurtenant to a Section and common property to be controlled, managed and administered by Section) common facilities or other assets of the Strata Corporation;
- (i) do all things necessary for the enforcement of the Bylaws and the rules and regulations of the Strata Corporation, and for the control, management and administration of the common property (excluding limited common property appurtenant to a Section and common property to be controlled, managed and administered by either Section) common facilities or other assets of the Strata Corporation, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contraventions of the Bylaws, rules or regulations;
- (j) subject to the Condominium Act, determine the levy for the contingency reserve fund which shall not be less than 5% of the total annual budget, until the reserve reaches an amount that the strata council considers sufficient having regard to the type of building comprising the Building, and thereafter raise further amounts of replacements of funds from time to time and over a period of time as the strata council thinks fit;
- (k) set up and maintain separate contingency reserve funds for each of the Sections to be assessed and used in the same manner as is the contingency reserve fund for the Strata Corporation, except in respect of the limited common property of the relevant Section, such funds to be separately accounted for, with all interest to accrue to the relevant fund, but such funds not necessarily to be deposited to separate accounts;
- (l) join any organization which the strata council deems serves the interest of the Strata Corporation and assess the membership fee in the organization as part of the common expenses; and

- (m) at the request of the executive of a Section, enter into one or more contracts on behalf of such Section for the management and administration of the limited common property and common property appurtenant to the Section to be controlled, managed and administered by the Section; provided however, all expenses, costs, claims and liabilities, either direct or indirect, arising from such contracts shall solely be attributable to the separate Section and the owner of the strata lots within that Section on whose behalf the Strata Corporation entered into such contract.
- (9) Any resolutions passed by the strata council or the Strata Corporation shall clearly state the particular strata lots or common property to which such resolutions applies.

POWERS OF SEPARATE SECTIONS OF THE STRATA CORPORATION

- 6 (1) Each Section of the Strata Corporation may:
- (a) purchase, hire or otherwise acquire personal property for use by owners in the Section in connection with their enjoyment of the limited common property appurtenant to and common property relevant to the Section, facilities common to the Section or other assets of the Section;
 - (b) make an agreement with any owner or occupier of a strata lot within the Section for the provision of amenities or services by it to the strata lot or to the owners, occupiers, tenants or customers thereof;
 - (c) on special resolution of its members, grant to an owner, occupier or tenant of a strata lot within the Section the right to exclusive use and enjoyment of limited common property appurtenant to or common property relevant to the Section or special privileges in respect thereof, the grant to be determinable on reasonable notice, unless the owners of the strata lots in the Section by unanimous resolution otherwise resolves;
 - (d) make such rules and regulations as it may consider necessary or desirable from time to time in relations to the enjoyment, safety and cleanliness of the limited common property appurtenant to the Section and common property relevant to the Section, facilities common to the Section, or other assets of the Section;
 - (e) do all things necessary for the enforcement of the rules and regulations of the Section, and for the control, management and administration of the limited common property appurtenant to and common property relevant to the Section, facilities common to the Section, or other assets of the Section, generally, including removing privileges in use of certain facilities or fixing and collection fines for contravention of the rules or regulations; and
 - (f) have the same power as the Strata Corporation to levy contributions on Section members for expenditures they authorized, to collect contributions, to employ staff and to acquire and dispose of other property.

- (2) Any resolutions passed by the executive council of a 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 members or the executive of a Section shall apply only to the strata lots within, and limited common property appurtenant to and common property relevant to that Section.

STRATA COUNCIL

- 7 (1) The powers and duties of the Strata Corporation shall, subject to any restrictions impose or direction given at a general meeting, be exercised and performed by the council of the Strata Corporation.
- (3) A council shall be elected by the owners, or the duly appointed representatives of the owners from time to time, and shall consist of not less than 3 or more than 7 persons, provided however at least one owner of a Commercial Strata lot and one Owner of a Residential Strata lot shall always hold a position on the council. For greater certainty but without limitation, a representative of a professional rental or property management company which is licensed as an agent under the Real Estate Act (British Columbia) and which is responsible for five or more strata lots in the Strata Corporation may be elected to the council.
- (4) Except where the council consists of all owners, where a strata lot is owned by more than one person, only one owner of the strata lot shall be a member of council at any time.
- (5) At each annual general meeting of the Strata Corporation all members of the council shall retire from office and the Strata Corporation shall elect a new council. A retiring member of the council is eligible for re-election.

EXECUTIVE OF THE SEPARATE SECTIONS

- 8 (1) The powers and duties of a separate Section shall, subject to any restrictions imposed or any direction given at a general meeting of the separate Section, be exercised and performed by the executive of the separate Section and the members of the separate Section may pursuant to these Bylaws elect an executive, call and hold meetings and pass resolutions in the same manner as the Strata Corporation.

VACANCIES, QUORUM, ETC

- 9 (1) Except where the council consist of all owners, the Strata Corporation may, by resolution at an extraordinary general meeting, remove for cause a member of the council before expiry of his term of office and appoint another owner in his place, to hold office until the next annual general meeting provided that if such member is the only member of the council who is an owner of a Commercial Strata lot, the owner appointed in his place shall also be an owner of a Commercial Strata Lot.
- (2) A vacancy on the council may be filled by an appointment made by the remaining members of the council appointing a temporary member until the next meeting of the Strata Corporation.

- (3) A quorum of the council is two where the council consists of four or less members, three where it consists of five or six members and four where it consists of seven or more members.

COUNCIL POWERS

10 The council may:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member gives the other members not less than 7 days' notice of a meeting proposed by him specifying the reason for calling the meeting, unless the other members agree to waive the notice, provided however, in the case of a matter requiring urgent attention, a meeting may be called at the discretion of the chairman;
- (b) employ for and on behalf of the Strata Corporation agents and employees as it thinks proper for the control, management and administration of the common property, common facilities or other assets of the Strata Corporation, and the exercise and performance of the powers and duties of the Strata Corporation; and
- (c) subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members, or to a member or committee of members of the Strata Corporation, or to its manager, those of its powers and duties it thinks proper, and at any time revoke a delegation.

VIOLATION OF BYLAWS

- 11** (1) An infraction or violation of these Bylaws or any rules and regulations established under them on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the Strata Corporation. Any costs or expense so incurred by the Strata Corporation shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the costs or expenses are incurred by not necessarily paid by the Strata Corporation, and shall become immediately due and payable by the owner to the Strata Corporation on the date of the monthly assessment.
- (2) An infraction or violation of any rules and regulations established by a Section pursuant to these Bylaws on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the Section. Any costs or expense so incurred by the Section. Any costs or expense so incurred by the Section shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the next month following the date on which the costs or expenses are extended or incurred, but not necessarily paid by the Section, and shall become due and payable by the owner on the date of payment of the monthly assessment.
- (3) The Strata Corporation or executive of a Section, as the case may be, may recover from an owner by an action for debt in a court of competent jurisdiction money which the Strata Corporation or the Section is required to expend as a results of an act or omission by the owner, his employees, agents, invitees or tenants, or an

infraction or violation of these Bylaws or any rules or regulations established under them.

COMMON EXPENSES

- 12
- (1) The contribution by any owner of a strata lot within a Section to the expenses common to the Section shall be levied in accordance with this Bylaw.
 - (2) Common expenses shall be apportioned among the Section and to individual strata lots in the following manner:
 - (a) common expenses attributable to any Section only shall be allocated to that Section and 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 Section;
 - (b) common expenses not exclusively attributable to one 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;
 - (3) Without limiting the generality of the Bylaw 12(2) 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 Sections as follows:
 - (a) expenses relation to the common areas including limited common property for each of the Residential Section and the Commercial Section (such as rooftop sun decks, entrances, lobbies, utility rooms) shall be allocated to such Sections and shall be borne by the owners of the strata lots within the separate Section;
 - (b) the cost of maintaining the exterior of the Building and other common property will be apportioned between the two Sections on the basis of the total unit entitlement of the strata lots in each Section;
 - (4) Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property shall be borne by the owners of the strata lots entitled to use the limited common property in proportion to the unit entitlement of their strata lots.
 - (5) Common expenses attributable to a separate Section shall be apportioned by the executive of that separate Section 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 the Section. If a strata lot shall require a utility service or other common expense not separately metered or billed so as to measure the use thereof by the strata lot, the cost of shall not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the

strata lot the cost of such utility shall be apportioned and charged to the strata lot by the executive of the separate Section, in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in the Section.

- (6) An expenditure to be paid from the contingency reserve fund pursuant to Section 35(2) of the Condominium Act relating to common expenses not attributable solely to either separate section shall be apportioned to the separate Sections pursuant to Bylaw 12(3)(b) hereof and shall be paid from the contingency reserve funds of each Section in accordance with such appointment. If a separate Section does not have sufficient funds in the separate contingency reserve fund, it shall raise funds by levying contributions on the owners of that separate Section in proportion to their unit entitlement. The executive of a separate Section shall not make expenditures out of the separate contingency reserve fund without either a special resolution of the members of that separate Section or a special resolution of the Strata Corporation, unless the executive considers that the expenditure is necessary to meet an emergency.

NOTICES

- 13 (1) Unless otherwise specifically stated in these Bylaws, delivery of any notice required to be given under the Condominium Act or under these Bylaws shall be well and sufficiently given if mailed to the owner at the address of his strata lot, or at another address specified by the owner, ad if left with him or some adult person at that address.
- (2) A notice given by post shall be deemed to have been given 48 hours after it is posted.
- (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 or the giving of notices.
- (4) The word "notice" shall include any request, statement or other writing required or permitted to be given by the Strata Corporation or the executive of a separate Section to the owner of the strata lot.

PROHIBITIONS

- 14 (1) An owner shall not:
 - (a) use his strata lot for any purpose which may be illegal or injurious to the reputation or the Building;
 - (b) make undue noise in or about any strata lot or common property;
 - (c) make or cause to be made any structural alterations to his strata lot, or paint, decorate, or add to or later the wiring, plumbing, piping, or other services on his strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the executive of the Section of which his strata lot is a member except for the following changes

which can be made without the written consent of the Strata Corporation provided the Strata Lot owner shall have first obtained the necessary approvals or permits from the City of Vancouver:

- (i) the owner of Strata Lot 59 shall be entitled to install two exterior windows in the south wall of Strata lot 59 on level 6;
- (ii) the owner of Strata Lot 57 shall be entitled to install two exterior windows in the north wall of Strata Lot 57 on the roof level;
- (iii) the owner of Strata Lot 56 shall be entitled to install one skylight on the ceiling of his unit (the floor of the roof deck area designated as LCP for the use of Strata Lot 56);

on the condition that any damage caused to other Strata Lots or to the common property as a result of the skylight or window will be the responsibility of the owner of the Strata Lot where the window or skylight is located;

- (d) in addition, any improvements or alterations which a Commercial Strata lot owner desires to make to a Commercial Strata Lot (the "Strata Lot Improvements") shall be made by such owner only in accordance with the following regulations and rules:
 - (i) prior to any Strata Lot Improvements being made, the owner shall:
 - (A) provide to the Commercial Section detailed plans, sketches or blueprints prepared by a qualified architect or engineer, and any other architectural plans, documents or permits that the Commercial Section deems necessary or appropriate to review in its reasonable discretion for the Strata Lot Improvements, illustrating these improvements or alterations in sufficient detail, and copies of which shall be retained by the Commercial Section and turned over to the Strata Corporation for its records;
 - (B) obtain all necessary permits as required by any governmental authorities having jurisdiction; and
 - (C) obtain the Commercial Section's written consent thereto, which consent shall not be unreasonably withheld;
 - (ii) the Owner shall be responsible for all damages to his Strata Lot and to any other Strata Lots and to the common property of the Strata Corporation caused by the Owner or the Owner's agents, servants, workmen, invitees and licensees. The Owner shall reimburse any Strata Lot Owner for the cost of repair in respect of any such damage or the Strata Lot Owner or the Strata Corporation as the case may be for the cost of repair in respect of such damage and shall indemnify and save the other Strata Lot Owners and the Strata

Corporation harmless from any cost and liability in connection therewith and/or suffered or incurred as a result of such work;

- (e) place any covering over the windows of his strata lot other than drapes or blinds, which must be of neutral colour and compliment the exterior colour and design of the building in which the strata lot is situate.
- (5) When the purpose for which a strata lot is intended to be based is shown expressly or by necessary implication on or by the registered strata plan, an owner shall not use his strata lot for any other purpose, or permit it to be so used.
- (6) Any Commercial Strata Lot owner who owns more than one adjoining Commercial Strata Lot may operate the Commercial Strata Lots as one entity provided he shall not make any modification to any demising walls without the approval in writing of the strata council, such approval not to be unreasonably withheld.

PET RESTRICTIONS

- 15
- (a) no Commercial Strata Lot owners shall keep animals on his strata lot or the common property;
 - (b) each Residential Strata Lot occupant shall only be allowed pets which are not obnoxious and which do not cause disturbance to the detriment of other strata lot owners and occupants;
 - (c) an occupant must keep his pet within his strata lot and under his control and under no circumstances are pets to be kept on common property;
 - (d) an occupant will not permit his pet to travel on common property unless the pet is leashed and under the occupant's control;
 - (e) an occupant shall discourage his pet from excessive noise at all times;
 - (f) an occupant who keeps a pet which proves to be a nuisance whether in his strata lot or on the common property may be ordered by the Strata Corporation to remove the animal permanently from the Building. Any owner or occupant who fails to comply within 14 days of receipt of written notice from the strata council to remove the animal shall be subject to a fine of \$300.00 per month, or a portion thereof during the time the offending animal continues to occupy the strata lot;
 - (g) pets shall not be allowed to soil the common property and if there is waste, the occupant shall be responsible for the removal of the pet's waste and if the owner fails to do so, all costs, charges and expenses incurred by the Strata Corporation in removing the pet's waste shall be to the account of the owner or occupant;
 - (h) strata council may from time to time prescribe other rules and regulations relating to the restriction on pets within the Building; and
 - (i) the Strata Corporation shall have the authority to levy a fine of \$100.00 per month for each violation of this Bylaw by an owner or occupant residing on the Building under authority of an owner.

USE OF COMMERCIAL STRATA LOTS AND COMMON PROPERTY

16 The Strata Corporation confirms that:

- (a) the Strata Corporation will neither enact nor pass any bylaw 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 zoning Bylaws and rules and regulations of the City of Vancouver in effect from time to time;
- (b)
 - (i) The owners of Commercial Strata Lots 60, 61, and 62 shall have exclusive use of that portion of the dock area which is the subject of an Easement granted by the City of Vancouver and registered in the Land Title Office under No. BK132432 adjacent to the respective strata lots as indicated on the attached Schedule A by the encircled number corresponding to the strata lot having such exclusive right. Such area shall be considered as limited common property for the benefit of each strata lot and any bylaws governing strata lots or limited common property shall apply hereto.
 - (ii) The easement area may only be used by the owners of Commercial Strata Lots 60, 61 and 62 so long as they have obtained the necessary permits, licenses and rights of occupation as may be required by the City of Vancouver in connection with such use.
 - (iii) The owners of Strata Lots 60, 61 and 62 agree to indemnify and hold harmless the Strata Corporation from any and all liability with respect to the use and operation of that portion of dock area that has been designated for their exclusive use.
- (c) the Strata Corporation will not pass any Bylaws or rules or regulations which prohibit, prevent or 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; and
- (d) any amendments to this Bylaw may only be made with the written consent of the owners of the Commercial Strata lots.
- (e) The Commercial Section shall have the exclusive right to determine the hours and conditions of use of the limited common property on level 1 for Commercial Strata Lots (the "Public Corridor") for access to the Commercial Strata lots and may pass rules and regulations from time to time governing hours and conditions of access to such limited common property.
- (f) The Commercial Strata Lot Owners shall, at their own expense, maintain their strata lot and any limited common property appurtenant thereto in a clean and tidy fashion and shall not permit the accumulation of any debris or garbage thereon.
- (g) In the event that a Commercial Strata Lot shall be vacant, the owner shall cover over the interior windows of his strata lot in a manner that complies with rules and regulations of the Commercial Section established from time to time in respect of window covering.

- (h) The Commercial Strata Lot owners shall maintain their store fronts, exterior window exposures and displays in a manner that complies with rules and regulations of the Commercial Section established from time to time in respect of maintaining store fronts, exterior window exposures and displays. –

AMENDMENTS

- 17 Any Bylaw affecting a separate section shall not be altered, amended or repealed unless the alteration, amendment or repeal is approved:
- (i) in the case of an alteration, amendment or repeal affecting the Residential Section, by a special resolution of that Section;
 - (ii) in the case of an alteration, amendment or repeal affecting the Commercial Section, by a special resolution of that Section.

RESTRICTIONS ON USE OF COMMERCIAL STRATA LOTS

- 18 An owner of a Commercial Strata Lot shall not:
- (a) use his strata lot for any business in the nature of automotive repair or automotive paint or body shops;
 - (b) use his strata lot for any purpose in the nature of meat, poultry or fish processing;
 - (c) use his strata lot for any purpose in connection with a mortuary or crematorium or the handling, disposal or burial of human remains;
 - (d) use his strata lot for any purpose which may result in the release of toxic wastes or other pollutants, except in accordance with all relevant law and regulations;
 - (e) use his strata lot for any purpose which constitutes an offensive trade as defined by the Health Act, except in accordance with the Health Act;
 - (f) use his strata lot for any purpose in connection with the sale, repair and rental of heavy equipment;
 - (g) use his strata lot for any purpose in connection with the business of moving, delivery and storage of goods and persons, including taxi offices;
 - (h) use his strata lot for any purpose in connection with the operation of welding and machine shops;
 - (i) use his strata lot for any purpose in connection with the operation of veterinarian's offices;
 - (j) use his strata lot for any purpose in connection with the refining, rendering, distillation or fermentation of fats or oils;
 - (k) use his strata lot for any purpose in connection with the manufacture of synthetic fibres or the tanning of leather;

- (l) use his strata lot for any purpose in connection with the storage and sale of fuel;
- (m) use his strata lot for any purpose in connection with the manufacture of metal products except for repairing jewelry;
- (n) use his strata lot for any purpose in connection with the operation of a business that is represented in whole or substantially as a discount business, a pawn business, a mail order business, or a surplus or bargain store;
- (o) use his strata lot in connection with the operation of a casino;
- (p) use his strata lot for any purpose in connection with the operation of a pet store;
- (q) use his strata lot for any purpose in connection with the operation of an amusement arcade.

ACCESS

19 Notwithstanding any designation on the Strata plans or by resolution of areas as limited common property and without limiting any other rights in respect of access, the following shall be rights of access over such areas described:

- (a) The owners of Commercial Strata Lots shall have the right of access for ingress to and egress from the garbage and recycling areas on the basement level.
- (b) The owners of Residential Strata lots shall have the right of access to and egress from the storage lockers, vestibule, garbage and recycling rooms, lobby and utilities rooms on the basement level through the parking area.
- (c) The owners of Commercial Strata Lot 60 shall have such right of access, as may reasonably be required, to install and maintain:
 - (i) a ventilation system in the limited common property designated for that purpose;
 - (ii) a hot water tank on the roof area in the room designated as the mechanical room.

Provided that all such installations are in compliance with all applicable governmental rules and regulations and all such approvals have been obtained and provided further that the owner shall use its best efforts to minimize any damage to common property as a results of such installation or repair and shall promptly, at his sole expense, repair any damage to the satisfaction of the Strata Corporation.

- (d) The owners of the Commercial Strata Lots 60, 61 and 62 shall have the right of access for ingress to and egress from the commercial mail box location, washroom and janitor's room on level 1 during normal business hours.
- (e) The owners of Residential Strata Lots shall have the right of access for the purpose of ingress and egress from the residential lobby level 1 through the Public Corridor

during normal business hours as established by the Commercial Section pursuant to Bylaw 16(e) from time to time.

- (f) No automobiles shall be permitted in the parking area on the basement level except those that belong to persons authorized to park their automobiles in the parking area pursuant to a license agreement authorizing such use.

SIGNAGE

- 20** (a) The owners of the following strata lots shall have the right to signage on the common property as follows:
- (i) for the Residential Section at their expense, a sign above the residential entrance or on a canopy above such entrance on the Homer Street residential entrance to be maintained by the Residential Section;
 - (ii) for the Commercial Section at their expense, a sign above the entrance or on a canopy attached thereto on the commercial entrance on Homer Street and on the entrance on Hamilton Street to be maintained by the Commercial Section;
 - (iii) Commercial Strata Lots 60, 61 and 62 on the Hamilton Street side and Commercial Strata Lots 67, 68 and 69 on the Homer Street side shall be entitled to signage to be located on the interior or exterior of the Commercial Strata Lot windows fronting their Strata Lots either respectfully Hamilton or Homer Streets and directly above or beside such windows and Commercial Strata Lots 63-66 inclusive and 70-78 inclusive shall be entitled to signage located on the interior or exterior of the mall level windows fronting on Davie Street and directly above or beside such windows.
- (b) The Strata Corporation confirms that the owners of the Commercial Strata Lots shall be entitled to place and maintain in or adjacent to their Strata Lots in the interior mall, at their own expense, such advertising signs, in addition to those referred to in Section 28(a)(ii) and (iii), as may be permitted under the applicable bylaws of the City of Vancouver in effect from time to time.
- (c) Any signage installed either on common property or in a Commercial Strata Lot shall be discrete and in keeping with the character of the Building and shall comply with rules and regulations established from time to time, in respect of signage for the Commercial Strata Lots by the Commercial Section and in respect of signage for the Residential Strata Lots by the Residential Section and any and all applicable bylaws of the City of Vancouver in effect from time to time.

INDEMNIFICATION OF STRATA CORPORATION

- 21** (1) An owner, tenant, occupant, or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

- (2) An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
 - (3) An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, contractors, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of Bylaws 21(1) and 21(2), any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner.
- 35**
- (4) For the purposes of Bylaw 21(3), any insurance deductibles or uninsured repair costs charged to an owner shall be added to and become part of the assessment of that owner for the month next following the date on which expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
 - (5) The adoption of Bylaws 21(1) through 21(4) does not in any way limit the Strata Corporation's ability to rely upon section 158(2) of the Strata Property Act.

**BYLAWS
STRATA PLAN LMS 2686
THE MURCHIES
(RESIDENTIAL SECTION)**

DIVISION 1 - DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

Payment of strata fees

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. Late payments will be subject to fines as established under Section 23 below.
- (2) After two months of arrears in maintenance fee payments, the Strata Council may, at its discretion, place a lien on the Strata Lot after serving a 14-day notice.

After a lien is placed on the Strata Lot and the arrears continue to accumulate, the Strata Council may, at its discretion, hire a collection agency to recover the arrears, including all expenses associated with the recovery, without approval from Owners through a Special Resolution at a General Meeting.

Repair and maintenance of property by owner

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

Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
- (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot.
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) 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.
- (4)
 - (1) "Pets" shall, for the purpose of these bylaws, mean dogs, cats, or other small animals commonly kept as pets, and shall not include any animals that are inherently dangerous.
 - (2) Any pets kept in or about a Strata Lot must be registered with the Corporation. Unless otherwise approved by the Council, no unregistered pets or substitutes may be kept in a Strata Lot.
 - (3) The Owner of any pets permitted to be kept shall:
 - a) be liable for an pay for the cost of any damage arising out of the presence thereof, or caused by the Owner's pet;
 - b) remove any feces deposited by a pet on the common property;
 - c) at all times maintain his/her Strata Lot free of dirt or odors arising from the keeping of any pet;
 - d) hold the pet and/or keep all dogs on a hand held leash while on common property;
 - (4) An owner of a dog or cat shall attach a collar to the pet with a tag identifying the owner.
 - (5) 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, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.
 - (6) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.
 - (7) No owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
 - (8) The Strata Council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the

strata council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.

- (9) If any owner, tenant or occupant violates any provision of these bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance the strata council may, by written notice to such owner, tenant or occupant cause such owner, tenant or occupant to have the pet removed from the strata lot within thirty days of receiving such notice.
- (10) No pet shall be left unattended by its Owner on any common property at any time.
- (11)
 - a) All pets must have received shots or inoculations required by the Bylaws of the City of Vancouver or the province of B.C.
 - b) All dogs must be licensed as required by the Bylaws of the City of Vancouver.
- (12) Dogs must not be left unattended in a strata lot for a period exceeding 24 hours.
- (5) An owner, tenant or occupant must not:
 - (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
 - (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
 - (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
 - (d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
 - (e) leave on the common property or any limited common property, any shopping cart, bicycle, person items or any other item designated from time to time by the strata council;
 - (f) use a barbecue, hibachi or other like cooking device on a deck unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time;

- (g) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
- (h) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (i) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (j) allow a strata lot to become unsanitary or a source of odour;
- (k) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a 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 a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
- (l) hang or display any laundry, washing, clothing, bedding or other articles from windows, or other parts of the building so that they are visible from the outside of the building;
- (m) use or install in or about a strata lot any awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council and must comply with the Heritage Building Designation requirements;
- (n) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto;
- (o) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (p) 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 permitted by these bylaws;
- (q) use a strata lot for commercial purposes such as a lodging house or bed and breakfast;
- (p) use a strata lot other than exclusively as a private dwelling home unless section executive approves in writing otherwise.

Inform Strata Corporation

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

- 5 (1) 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, including wiring and plumbing;
 - (b) the exterior of a building;
 - (c) chimneys, stairs or other things attached to the exterior of a building;
 - (d) doors, windows or roof hatches (including the casings, the frames and the sills of such doors, windows and roof hatches) on the exterior of a building, or that front on the common property (ie. including, for example, adding security devices to the entrance door to a strata lot);
 - (e) railings or similar structures that enclose a deck;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
 - (h) painting of the common property is strictly prohibited.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building and which may be in contravention of the Heritage Building Designation.

Obtain approval before altering common property

- 6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

Permit entry to strata lot

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- (b) at a reasonable time, on 48 hours' written notice
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act; and
 - (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION

Repair and maintenance of property by strata corporation

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

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building
 - (C) chimneys, stairs and other things attached to the exterior of a building;
 - (D) doors, windows and roof hatches (including the casings, the frames and the sills of such doors, windows and hatches) on the exterior of a building or that front on the common property;
 - (E) railings or similar structures that are attached to the exterior of the building;
- (d) a strata lot in a strata plan but the duty to repair and maintain it is restricted to
 - (i) the structure of a building;

- (ii) the exterior of a building
- (iii) chimneys, stairs and other things attached to the exterior of a building;
- (iv) doors, windows and roof hatches (including the casings, the frames and the sills of such doors, windows and hatches) on the exterior of a building or that front on the common property; and
- (v) fences, railings and similar structures that enclose decks.

DIVISION 3 - COUNCIL

Council size

- 9** (1) The council must have at least 3 and not more than 7 members.

Council members' terms

- 10** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.

Removing council member

- 11** (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

Replacing council member

- 12** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes

may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting and holding of meetings.

Officers

- 13** (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act, or
- (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 14** (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
- (a) all council members consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all council members either
- (i) consent in advance of the meeting, or
- (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

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

- (5) If a hearing is requested under subsection (1), the council must hear the applicant within 1 month of the request or at the next Council Meeting
- (6) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of council

- 16**
- (1) A quorum of the council is
 - (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members,
 - (c) 3, if the council consists of 5 or 6 members, and
 - (d) 4, if the council consists of 7 members.
 - (2) Council members must be present in person at the council meetings to be counted in establishing quorum.

Council meetings

- 17**
- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
 - (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
 - (3) Owners may only attend council meetings as observers with prior written consent.
 - (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

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

Council to inform owners of minutes

- 19 The council must inform owners of the minutes of all council meetings within 3 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- (b) delegates the general authority to make expenditures in accordance with subsection (3)
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
- (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the factors of a particular case,
- (a) whether a person has contravened a bylaw or rule,
- (b) whether a person should be fined, and the amount of the fine, or
- (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 21 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

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

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

DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES

- 23** (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.
- (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.
- (3) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided in the Act or these bylaws, and 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 been provided with a reasonably opportunity to answer the complaint (including a hearing if request), be assessed and pay a fine of \$25.00, and if such default continues for a further 15 days, an additional fine of \$50.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$75.00 will be levied against and paid by the owner or tenant.
- (4) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either 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.

Continuing contravention

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

DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS

Person to chair meeting

- 25** (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 26 (1) Persons who are not eligible to vote may participate in the discussion at the meeting but only if permitted to do so by the chair of the meeting.
- (2) Persons who are not eligible to vote must leave the meeting if requested to do by a resolution passed by a majority vote at the meeting.

Voting

- 27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against the strata lot.

Order of business

- 28 The order of business at an annual and special general meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;

- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION

Voluntary dispute resolution

- 29** (1) A dispute among the owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chose to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 - MISCELLANEOUS MATTERS

Small claims

- 30 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 pass by a 3/4 vote.

Electronic Attendance at Meetings

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

Use of Limited Common Property

- 32 (1) An owner, tenant or occupant of a strata lot shall not place planters or such other items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed.
- (2) An Owner must use a drip pan for window planters as required under Rules and Regulations implemented by Council from time to time.

Garbage Disposal

- 33 An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense. For the purpose of clarity, any materials other than household refuse shall include all items that cannot be deposited into the containers provided by the strata corporation.

Bicycles, Storage and Parking

- 34 (1) Bicycles are not permitted to be kept on any common areas.
- (2) An owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
- (3) An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for

the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council.

- (4) An owner, tenant or occupant shall not:
 - (a) use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
 - (b) 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, sell or lease the parking space assigned by the strata corporation to his strata lot or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
 - (d) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
 - (e) use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.
- (5) Any vehicles in violation of the above Bylaws, including Rules & Regulations established by Council from time to time, shall be subject to towing at the vehicle owner's expense. No owner, tenant or occupant shall be permitted to tow a vehicle from any common property.
- (6) An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.
- (7) An Owner shall not allow cycling, skate boarding or roller-blading on common property including sidewalks, pathways and driveways, including driveway ramp.

Move In/Move Out

- 35 (1) The strata corporation may regulate the times and manner in which any person moves into or out of strata lots and may require that such moves be coordinated with the caretaker of the building at least 7 days in advance of such moves, or such lesser periods as the council may, in its sole discretion, permit, provided that if an owner or tenant carries out any move into or out of a strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, the owner or tenant will be subject to a fine of \$200.00, such fine to be paid on or before the due date of the next monthly strata fees.
- (8) An owner or tenant must notify the strata corporation in advance of the date and time that the owner or tenant will be moving into or out of the strata lot. A Form K

must be forwarded to the strata corporation prior to making arrangements for the move-in; Failure to submit the Form shall be subject to a maximum fine of \$200.00.

- (9) An owner, tenant or occupant must pay a one-time move-in fee of \$200.00 prior to making arrangements for the move.

Selling of Strata Lots

- 36 (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 a strata lot, will not hold or permit to be held, any public open house. All showings must be by appointment only.

Acquisition or Disposition of Personal Property

- 37 The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved by a resolution passed by a 3/4 vote at annual or special general meeting if the personal property has a market value of more than \$1,000.

Quorum for Adjourned Meeting

- 38 Notwithstanding section 48(3) of the Act, if within 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, if within 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.

Spectators at Council Meetings

- 39 No person other than a member of the council shall be entitled to attend a meeting of the council unless authorized by a resolution of the council. In the course of a meeting of the council, any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.

Persons Permitted on Council

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

Limiting Expenditures of Council

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

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

- (a) \$5,000.00; or
- (b) 2% of the total contribution to the operating fund for the current year;

whichever is less.

- (2) If the strata corporation makes an expenditure under subsection (1) above, the strata corporation must inform owners as soon as feasible about any expenditure of more than \$5,000.00 on any single item.
- (3) Notwithstanding subsection (1) above, the strata corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical financial or otherwise.

Insurance Deductible

- 42** An Owner shall be responsible for the cost of an insurance claim deductible if the claim arises as a result of negligence caused by an Owner, his/her servants, agents, invitees, or tenants. The amount of the started insurance deductible will be charged to the Owner and will be added to and become part of the assessment of the Owner for the month following the date of the claim.

Rentals

- 43** (1) An owner shall not lease his strata lot or grant a license to occupy his strata lot for a period of less than 6 consecutive months.
- (2) Where an owner leases a strata lot in contravention of bylaw 43.1, the owner shall be subject to a fine of \$500.00, which can be levied in accordance with bylaw 24, and the strata corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in enforcing the rental restriction bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the strata corporation.
- (3) Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- (4) Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

IMPORTANT INFORMATION

Please note the following information has been extracted from the Strata Corporation Bylaws for your building. Please pay particular attention to this information as penalties (fines) can be levied against the Owner of the unit for violations.

Garbage Disposal

- 33** An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense. For the purpose of clarity, any materials other than household refuse shall include all items that cannot be deposited into the containers provided by the strata corporation.

Move In/Move Out

- 35** (1) The strata corporation may regulate the times and manner in which any person moves into or out of strata lots and may require that such moves be coordinated with the caretaker of the building at least 7 days in advance of such moves, or such lesser periods as the council may, in its sole discretion, permit, provided that if an owner or tenant carries out any move into or out of a strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, the owner or tenant will be subject to a fine of \$200.00, such fine to be paid on or before the due date of the next monthly strata fees.
- (2) An owner or tenant must notify the strata corporation in advance of the date and time that the owner or tenant will be moving into or out of the strata lot. A Form K must be forwarded to the strata corporation prior to making arrangements for the move-in; Failure to submit the Form shall be subject to a maximum fine of \$200.00.
- (3) **An owner, tenant or occupant must pay a one-time move-in fee of \$200.00 prior to making arrangements for the move.**

Pets

- (4) (1) "Pets" shall, for the purpose of these bylaws, mean dogs, cats, or other small animals commonly kept as pets, and shall not include any animals that are inherently dangerous.
- (2) Any pets kept in or about a Strata Lot must be registered with the Corporation. Unless otherwise approved by the Council, no unregistered pets or substitutes may be kept in a Strata Lot.
- (3) The Owner of any pets permitted to be kept shall:
- a) be liable for an pay for the cost of any damage arising out of the presence thereof, or caused by the Owner's pet;

- b) remove any feces deposited by a pet on the common property;
 - c) at all times maintain his/her Strata Lot free of dirt or odors arising from the keeping of any pet;
 - d) hold the pet and/or keep all dogs on a hand held leash while on common property;
- (5) An owner of a dog or cat shall attach a collar to the pet with a tag identifying the owner.
- (6) 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, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.
- (7) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.
- (8) No owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
- (9) The Strata Council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.
- (10) If any owner, tenant or occupant violates any provision of these bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance the strata council may, by written notice to such owner, tenant or occupant cause such owner, tenant or occupant to have the pet removed from the strata lot within thirty days of receiving such notice.
- (11) No pet shall be left unattended by its Owner on any common property at any time.
- a) All pets must have received shots or inoculations required by the Bylaws of the City of Vancouver or the province of B.C.
 - b) All dogs must be licensed as required by the Bylaws of the City of Vancouver.
- (12) Dogs must not be left unattended in a strata lot for a period exceeding 24 hours.

Bylaw 36 – Pets (13) No dogs shall be permitted on the rooftop common area.