



BYLAWS

Strata Plan VR 1075

La Contessa

Attached are the Bylaws of Strata Plan VR 1075. For legal purposes please obtain a true copy as registered at the Land Title Office.

Last amended: June 24, 2015

Registration #: CA4543642

Note: Please keep in a safe place. There is a charge for additional copies.

STRATA PLAN VR 1075 – LA CONTESSA
BYLAWS
INDEX

	<i>Page(s)</i>
<i>DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS</i>	
Bylaw 1 – Payment of strata fees and common expenses	1
Bylaw 2 – Repair and maintenance of property by Owner	1
Bylaw 3 – Use of property	1
Bylaw 4 – Pets	2
Bylaw 5 – Use of strata lots	3
Bylaw 6 – Balconies and patios	3
Bylaw 7 – Exterior appearance	4
Bylaw 8 – Parking areas	5
Bylaw 9 – Use of rooftop deck	5
Bylaw 10 – Smoking	5
Bylaw 11 – Cleanliness	6
Bylaw 12 – Moving	6
Bylaw 13 – Inform Strata Corporation	6
Bylaw 14 – Obtain approval before altering a strata lot or common property	6
Bylaw 15 – Rentals	10
Bylaw 16 – Permit entry to strata lot	11
Bylaw 17 – Insurance	11
Bylaw 18 – Security	11
<i>DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION</i>	
Bylaw 19 – Repair and maintenance of property by Strata Corporation	12
<i>DIVISION 3 – COUNCIL</i>	
Bylaw 20 – Council size	13
Bylaw 21 – Council members terms	13
Bylaw 22 – Removing Council member	13
Bylaw 23 – Replacing Council member	14
Bylaw 24 – Officers	14
Bylaw 25 – Calling Council meetings	14

	<i>Page(s)</i>
Bylaw 26 – Requisition of Council hearing	15
Bylaw 27 – Quorum of Council	15
Bylaw 28 – Council meetings	15
Bylaw 29 – Voting at Council meetings	16
Bylaw 30 – Council to inform owners of minutes	16
Bylaw 31 – Delegation of Council’s powers and duties	16
Bylaw 32 – Spending Restrictions	17
Bylaw 33 – Limitation on liability of Council member	17

DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES

Bylaw 34 – Fines	17
Bylaw 35 – Recovery of legal costs	18
Bylaw 36 – Small claims court proceedings	18

DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS

Bylaw 37 – Person to chair meeting	18
Bylaw 38 – Participation by other than eligible voters	19
Bylaw 39 – Voting	19
Bylaw 40 – Order of business	19

DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION

Bylaw 41 – Voluntary dispute resolution	20
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DIVISION 7 – SEVERABILITY

Bylaw 42 – Severability	21
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DIVISION 8 – MISCELLANEOUS

Bylaw 43 – Bike racks	21
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Schedule A – Scheduled of Indemnity Agreements

STRATA PLAN VR 1075 – LA CONTESA

BYLAWS

Division 1 – Duties of Owners, Tenants, Occupants and Visitors

BYLAW 1 PAYMENT OF STRATA FEES AND COMMON EXPENSES

- 1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.2 A monthly fine of \$50.00 will be levied against any owner who fails to pay his or her share of the common expenses, including strata fees and special assessments, if the payment has not been received within 7 days of becoming due. The fine may be waived if the owner makes alternate arrangements in advance with the Strata Council.
- 1.3 An owner who is sixty (60) or more days late in paying his or her share of the common expenses, including strata fees, special assessments, chargebacks or levies, must pay to the Strata Corporation interest, on the arrears payment total, in the amount of ten percent (10%) per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until payment is received by the Strata Corporation.

BYLAW 2 REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

- 2.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- 2.2 An owner who has the use of limited common property is responsible for the cost of its repair and maintenance, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- 2.3 An owner, occupant or tenant must not perform or cause any maintenance procedures on the water pipes, drains, electric wires or cables or fire sprinkler system on common or limited common property in or about the building. An owner, occupant or tenant of a strata lot must report immediately to the Strata Manager or Council any incident to, or damage to, or failure of the water pipes, drains, electric wires or cables on common property in or about the building.

BYLAW 3 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.
- 3.2 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.
- 3.3 High traffic areas of the floors of suites on the second and third floors must be substantially covered with carpets or area rugs.
- 3.4 An owner is responsible for the costs of any maintenance, repair or replacement rendered necessary to the common property or to any strata lot by the owner, or the owner's family, guests, contractors, employees, agents or tenants. If the cost is covered by an insurance policy, the owner must pay to the Strata Corporation or the insurer, any insurance deductible paid or payable by the Strata Corporation.
- 3.5 An owner is responsible for loss or damage to a strata lot, common property or limited common property, where the cause of the loss or damage originated within the owner's strata lot or within limited common property with respect to which the owner has exclusive use, to the extent that such expense is not the Strata Corporation's responsibility. If the loss or damage is covered by an insurance policy, the owner must pay to the Strata Corporation or the insurer, any insurance deductible paid or payable by the Strata Corporation.

BYLAW 4 PETS

- 4.1 Unless otherwise authorized by Council, an owner, tenant or occupant may keep domestic pets as follows, and subject to the conditions set out in sections 4.2 through 4.6:
- a) Up to two (2) birds per strata lot;
 - b) A reasonable number of fish or other small aquarium animals;
 - c) Up to two (2) small caged mammals per strata lot; *(Amended by ¾ vote resolution by the owners on June 24, 2015)*
 - d) Up to two (2) dogs per strata lot;
 - e) Up to three (3) cats per strata lot;
 - f) In the case of 4.1 d) and e) no more than three animals in total. *(Amended by ¾ vote resolution by the owners on June 23, 2014)*
- 4.2 Owners, tenants and occupants must advise the Council of all pets resident in the strata lot, so that a current list can be maintained.

- 4.3 An owner, tenant, occupant or visitor must ensure that all pets are leashed or otherwise secured under the constant supervision of a responsible person when on the common property.
- 4.4 An owner, tenant, occupant or visitor must clean up after his or her pet immediately if the animal fouls common property. Pet waste is not permitted on balconies or patios, unless confined to a litter box.
- 4.5 If the Council on reasonable grounds, following a complaint, and after hearing from the owner, tenant or occupant who is the subject of the complaint, determines that a pet is a nuisance, then the Council may require such corrective action as necessary and reasonable. If the owner, tenant or occupant fails to undertake the required corrective action, or if the pet continues to be a nuisance, the Council may impose a fine or require removal of the pet(s) from the strata lot within sixty (60) days from the date of written notice.
- 4.6 No owner, tenant or occupant may attract pigeons, gulls, or other birds or animals from his or her strata lot or on common property.

BYLAW 5 USE OF STRATA LOTS

- 5.1 No commercial activity to which the general public is invited is allowed in any strata lot or in the common property without the written the permission of the Council.
- 5.2 No clothes washers or dryers are permitted in a strata lot.
- 5.3 In the event of an emergency emanating from a strata lot whose occupant cannot be contacted, access for protection of another strata lot or the common property or the general safety of the building and occupants, may be gained by force at the owner/occupant's expense, unless the owner/occupant has provided a key for such access.

BYLAW 6 BALCONIES AND PATIOS

- 6.1 Balcony and patio furnishings are restricted to patio furniture, barbeques and plants. Balconies and patios may not be used for storage.
- 6.2 The following items may not be hung, attached or placed on common property, including limited common property (balconies, patios and yards):
 - a) Laundry or bedding;
 - b) Storage sheds;
 - c) Hot tubs;
 - d) Satellite dishes;
 - e) Awnings;

- f) Air conditioners;
 - g) Shades and screens, except with prior approval of the Council;
 - h) Antennae;
 - l) Bird feeders;
 - j) Greenhouses; and
 - k) Enclosures.
- 6.3 Owners, occupants and tenants may not throw anything out of windows or from balconies, patios or the rooftop deck.
- 6.4 Owners, occupants and tenants may not shake articles such as mops, brooms, dusters, rugs, bedding and clothing from any external windows, doors, balconies, patios or the rooftop.
- 6.5 Only gas barbecues are permitted, and barbecues must be used with consideration toward neighbours. In particular, but without limiting the foregoing, barbecues must be kept clean and must not be left unattended while in use. Propane cylinders must be kept outside of suites on balconies or patios. When in use, barbecues must be kept at a safe distance from the vinyl siding and an approved household fire extinguisher must be present. An owner or tenant must reimburse the Strata Corporation for the cost of remedying damage to any part of the building caused by operation of barbecue, and the Council may require removal of the barbecue. *(Amended by ¾ vote resolution by the owners on June 23, 2014)*
- a) The presence of a fire extinguisher may be verified by an annual inspection with proper notice. *(Amended by ¾ vote resolution by the owners on June 24, 2015)*
- 6.6 Balcony gates are to be used only as emergency exits. A fine of \$25.00 will be assessed for each breach of this subsection of the bylaws.

BYLAW 7 EXTERIOR APPEARANCE

- 7.1 Owners, occupants and tenants may not plant, change or remove any part of the existing landscaping.
- 7.2 All window and patio door coverings must be conventional in style and neutral in colour (beige or white) when viewed from the exterior.
- 7.3 No signs or notices of any kind may be erected or displayed on common property or external to the strata lot without the prior approval of the Council.
- 7.4 The Strata Corporation will provide a place for display of realty signs, which do not require prior approval from Council. It is the owner's responsibility to ensure that realty signs are removed within three weeks of completion of sale.

BYLAW 8 PARKING AREAS

- 8.1 Parking stalls are part of the common property of the Strata Corporation. As such, the Strata Corporation shall assign parking stalls.
- 8.2 Owners who trade parking stalls must jointly notify the Council in writing. Trades are permanent.
- 8.3 Only resident passenger vehicles may be parked in designated and assigned parking stalls. No motor homes, trailers, boats, or equipment of any kind may be parked in parking stalls or any common property without the written approval of the Council.
- 8.4 Unlicensed vehicles in the underground parking area must be insured as outlined in the section entitled "Insurance".
- 8.5 No major repairs or adjustments to motor vehicles that could cause inconvenience to others and/or damage to property may be carried out in parking stalls or common areas. Parking stalls may not be used for storage of any kind, except bicycles.
- 8.6 Parking stalls may not be rented or leased to non-residents.
- 8.7 If a parking stall is soiled due to leaking oil, grease or other substance and the owner, occupant or tenant has not cleaned the stall to the satisfaction of the Council within 14 days of a written notice to clean the stall, the Council may cause the parking stall to be cleaned at the owner's expense.
- 8.8 Vehicles found in violation of these bylaws may be removed at the owner's risk and expense.
- 8.9 Each resident must register his or her bicycle with the Strata Corporation. Upon registration an identifying tag will be issued. The tag must be affixed to the bicycle for purposes of future identification. The Strata Corporation has the authority to remove and discard any abandoned, unregistered or untagged bicycles.

BYLAW 9 USE OF ROOFTOP DECK

- 9.1 The rooftop deck is available for quiet activities only, in consideration for the residents of the suites below.
- 9.2 No person is permitted on the roof beyond the fenced area of the deck.
- 9.3 No one under the age of thirteen (13) years is permitted on the rooftop deck without a responsible adult in attendance at all times.

BYLAW 10 SMOKING

- 10.1 Smoking is not permitted in common areas.

BYLAW 11 CLEANLINESS

- 11.1 An owner, tenant or occupant of a strata lot must maintain the strata lot in a sanitary condition.
- 11.2 All garbage must be securely wrapped and placed in the waste container located in the lane on the south side of the building.
- 11.3 Recycle bins marked "Newsprint", "Containers" and "Paper Products" are located in the underground parking garage. Occupants are encouraged to use these bins. All containers must be cleaned to decrease odours and discourage rodents. Cardboard boxes must be flattened and folded so that they fit entirely within the "Paper Products" bin.
- 11.4 Owners, occupants and tenants must remove oversized items such as furniture, mattresses and appliances from the strata property at their own expense. Such refuse may not be left in or beside the garbage container.
- 11.5 Live or cut Christmas trees must be brought into and removed from the building wrapped in plastic or sheeting.

BYLAW 12 MOVING

- 12.1 Prior to any move, an owner, occupant or tenant must arrange to obtain the elevator key from the resident manager.
- 12.2 An owner or tenant is responsible for any damage to common areas caused during a move.
- 12.3 On each move into a strata lot, the owner or tenant must pay a non-refundable fee of \$50.00.

BYLAW 13 INFORM STRATA CORPORATION

- 13.1 Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number, phone number and mailing address outside the strata plan, if any.
- 13.2 On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name and telephone number.

BYLAW 14 OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT OR COMMON PROPERTY

- 14.1 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;
 - b) the exterior of a building;

- c) stairs, balconies or other things attached to the exterior of a building;
 - d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - f) common property located within the boundaries of a strata lot;
 - g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act, except for minor, cosmetic household repairs;
 - h) structural alterations, including modifications to walls, ceilings and floors, whether to the interior or exterior of the building; and
 - i) alterations, modifications or additions to the wiring, plumbing or other services.
- 14.2 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.
- 14.3 An owner's application pursuant to section 14.1 or 14.2 for an alteration to a strata lot, common property or limited common property (the "Alteration"), must be in writing and must enclose the following (the "Application"):
- a) details of the proposed Alteration;
 - b) a plan showing the proposed location of construction of the Alteration and the nature of the change, including details of the proposed materials and dimensions;
 - c) the name(s) of qualified/licensed contractor(s) who will perform the work; and
 - d) any other documents or information, which the Council may reasonably require in, order to grant permission.
- 14.4 Upon receipt of an Application for an Alteration, the Council must within one week after the next Council meeting, in writing:
- a) approve the Application;
 - b) request further information,
 - c) require the owner to obtain an engineer's or other professional assessment or report,
 - d) require the owner to submit an amended Application, or
 - e) reject the Application.

- 14.5 Upon receipt of further information, reports, assessments and/or an amended Application required in accordance with section 14.4, the Council must within two (2) weeks from the date of receipt, either approve or reject the Application in writing.
- 14.6 An owner who receives approval for an Alteration to a strata lot, common property or limited common property must:
- a) obtain, and provide to the Council a copy of, any required building permits prior to commencing work. Obtaining and meeting the conditions of such permits is a condition of Council's approval if granted;
 - b) perform the work or cause the work to be performed at the owner's sole cost;
 - c) ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;
 - d) rectify deficiencies to the work in a timely fashion and to the satisfaction of the Council, failing which the Strata Corporation may perform the work and collect the costs of the work from the applicant;
 - e) observe any repair and maintenance schedule or policy imposed by the Strata Corporation from time to time for the work; and
 - f) indemnify the Strata Corporation and save it harmless from any and all liability associated with the work, including legal costs as between a solicitor and his own client.
- 14.7 The Council must not unreasonably withhold its approval for an Alteration to a strata lot. The Council may impose conditions to an approval and may require as a condition of any approval that the owner to sign an Assumption of Liability agreement or otherwise agree, in writing, to take responsibility for any expenses related to the Alteration.
- 14.8 The Council may require an inspection at the owner's expense at any time before, during or after the work, if the Council on reasonable grounds determines that an inspection is necessary.
- 14.9 Owners who undertake Alterations, and subsequent owners, are responsible for all costs related to:
- a) the maintenance and repair of the Alterations, and
 - b) the effects of the Alteration on other strata lots or common property both during construction of the Alteration and in the future.
- 14.10 On the sale of a strata lot, the owner must include in any agreement of sale all obligations and costs that may be applied relating to Alterations. If the subsequent

owner refuses to sign an Assumption of Liability Agreement with the Strata Corporation Council may remove the Alteration and the cost of the removal will be charged to the new owner.

- 14.11 The Council may maintain, repair, or remove an Alteration to common property, including limited common property, if:
- a) the Alteration is not maintained or repaired;
 - b) the Alteration is damaged; or
 - c) the removal of the Alteration is reasonably necessary in order for repairs to take place on the common property, limited common property or part of a strata lot.
- 14.12 All costs incurred in the maintenance, repair, and/or removal of an Alteration under section 14.11 will be charged to the owner. If the owner wishes to replace the Alteration, Council may require another Application and approval process.
- 14.13 Prior to removing an approved Alteration, an owner must negotiate the terms of removal with the Council.
- 14.14 The following alterations are prohibited:
- a) anything involving the drilling of any holes into the exterior of the building; and
 - b) installation of clothes washers and/or dryers, and related wiring and plumbing changes.
- 14.15 An owner who makes an Alteration without receiving a required written approval, or in contravention of the conditions of an approval, shall be subject to a fine of \$200.00 initially, and up to \$100.00 for each subsequent week until the appropriate approval has been obtained or the relevant condition(s) have been complied with. In addition, the Council may require the immediate removal of an Alteration, and the owner will be responsible for all costs associated with the removal and with restoring the strata lot or common property to its former condition. In the event the owner does not comply with such requirement, the necessary work may be carried out under the direction of the Council at the owner's expense.
- 14.16 An owner may apply to the Strata Corporation for permission to retain an Alteration made without receiving a required approval. If the Council approves the Alteration, the approval must be on the same terms and conditions as outlined in this bylaw.
- 14.17 The Council is authorized to take legal proceedings including an application to the Supreme Court against owners who make Alterations without a required approval, if necessary to ensure safety or prevent significant loss or damage.

- 14.18 The Schedule of Indemnity Agreements attached hereto as Schedule "A", denoting those strata lots whose interior and/or common area alterations are subject to a registered Indemnity Agreement, is and forms part of these Bylaws. *(Adopted by $\frac{3}{4}$ vote resolution by the owners on May 24, 2012)*

BYLAW 15 RENTALS

- 15.1 A maximum of 10 of the 57 suites may be rented or leased at one time except as provided by provisions in the Act. *(Amended July 20, 2004)*
- 15.2 Sub-leasing is not permitted.
- 15.3 An owner who leases or rents his or her strata lot must submit to the Strata Corporation a completed "Form K - Notice of Tenant's Responsibilities". The owner must provide to the Strata Corporation the names and phone numbers of all tenants. Additionally, the owner must supply a copy of the strata bylaws and any rules to the tenant.
- 15.4 An owner wishing to lease or rent his or her strata lot must apply in writing to the Strata Corporation. The Council must respond to the application within one week after the next Council meeting. If there are less than 10 existing rental units, the Council must approve the application. If there are 10 or more existing rental units, the Council must place the applicant on a waitlist on a first-come first-served basis.
- 15.5 If there is a waitlist, when the number of approved rental units falls below 10, the Strata Corporation must notify the owner whose name is at the top of the waitlist. The owner is then required to submit a written confirmation of intention to rent their strata unit within a two-week period. Failure to do so will result in cancellation of the rental approval, and Council must then notify the next owner on the list, and so on.
- 15.6 An owner who has had his or her rental approval confirmed in writing shall then have 60 days to rent the apartment and submit a completed "Form K - Notice of Tenant's Responsibilities" to the Strata Corporation.
- 15.7 Rental status of a strata unit ceases once the property is sold, or if it becomes owner occupied.
- 15.8 An owner who rents his or her strata lot without the written approval of the Council will be subject to a fine of \$500.00. Continuing contravention will result in a fine of \$100.00 every seven (7) days.
- 15.9 The minimum rental or lease term permitted by the Strata Corporation is twelve (12) months. The Strata Corporation does not permit short-term tenancies for a period less than twelve (12) months without the prior written permission of the Strata Corporation.

BYLAW 16 PERMIT ENTRY TO STRATA LOT

- 16.1 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,
 - b) at a reasonable time, on 48 hours written notice, to inspect, repair or maintain common property, common assets and any portion of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act, and
 - c) at a reasonable time on 48 hours' notice to ensure compliance with the Act and the bylaws.
- 16.2 The notice referred to in subsection 16.1 (b) or (c) must include the date and of entry, and the reason for entry.
- 16.3 An owner, occupant or tenant who improperly fails or refuses to provide access contrary to section 16.1 will be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the failure to allow an authorized person access. The Strata Corporation may commence court proceedings to compel access to the strata lot and a unit owner, occupant or tenant who unlawfully refused access shall not only be responsible for damages, but also for the actual legal costs of the Strata Corporation.
- 16.4 Every owner must provide a suite entrance key to his/her strata lot to the building management for use in the event of an emergency. If the owner does not provide a suite entrance key to the building management, the Strata Corporation is authorized to charge the owner for all costs incurred if the Strata Corporation is required to gain access to the strata lot in the event of an emergency.

BYLAW 17 INSURANCE

- 17.1 All owners, occupants and tenants must carry contents and liability insurance. Owners, occupants and tenants with waterbeds must carry specific insurance. Proof of insurance must be provided to the Strata Council annually through the management company. *(Amended by ¾ vote resolution by the owners on June 24, 2015)*
- 17.2 Uninsured vehicles may not be parked in the parking area. If a vehicle does not display a current insurance sticker on the license plate, the owner of the vehicle must provide to the Strata Corporation a copy of the storage insurance policy. Uninsured vehicles will be towed at the strata lot owner's expense.

BYLAW 18 SECURITY

- 18.1 Owners, occupants and tenants must not allow anyone to enter into the building who is not coming directly to the owner, occupant or tenant's suite.

- 18.2 Owners, occupants and tenants must ensure that exterior doors and the electronic garage door are securely closed and locked when entering and leaving the building.
- 18.3 The two fire exit doors in the underground parking area and the fire exit door on the basement level, south side, must be kept locked at all times.
- 18.4 Doors marked "Fire Door - Keep Closed" may not be propped open at any time.

Division 2 – Powers and Duties of Strata Corporation

BYLAW 19 REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

- 19.1 The Strata Corporation must repair and maintain all of the following:
- a) common assets of the Strata Corporation;
 - b) common property that has not been designated as limited common property;
 - c) 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 than once a year, and
 - ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - A) the structure of a building;
 - B) the exterior of a building;
 - C) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - D) doors, windows and skylights on the exterior of a building or that front on the common property,
 - E) fences, railings and similar structures that enclose patios, balconies and yards;
 - d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - i) the structure of a building,
 - ii) the exterior of a building,

- iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
- iv) doors, windows and skylights on the exterior of the building or that front on common property, all interior plumbing drains including overflow drains, all shut off valves connected to the common water systems, all smoke detectors *(Amended by ¾ vote resolution by the owners on June 14, 2011)*, and
- v) fences, railings and similar structures that enclose patios, balconies and yards.

19.2 The Strata Corporation may, after approval by a resolution passed by a 3/4 vote at an annual or special general meeting,

- (a) borrow money required by it in the performance of its duties or the exercise of its power;
- (b) secure the repayment of money borrowed by it, and the payment of interest by negotiable instrument or mortgage of unpaid contribution, whether levied or not, or mortgage of any property vested in or by combination of those means.

(Adopted by ¾ vote resolution by the owners on May 1, 2012)

Division 3 – Council

BYLAW 20 COUNCIL SIZE

20.1 The Strata Council must have at least 3 and not more than 7 members.

BYLAW 21 COUNCIL MEMBERS TERMS

21.1 The term of a Council member ends at the end of the Annual General Meeting at which the new Council is elected.

21.2 A person whose term as Council member is ending is eligible for re-election.

BYLAW 22 REMOVING COUNCIL MEMBER

22.1 Unless all the owners are on the Council, the Strata Corporation may, by a resolution passed by a ¾ vote at an Annual or Special General Meeting, remove for cause one or more Council members.

22.2 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.

BYLAW 23 REPLACING COUNCIL MEMBER

- 23.1 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.
- 23.2 A replacement Council member may be appointed from any person eligible to sit on the Council.
- 23.3 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.
- 23.4 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 the calling and holding of meetings.

BYLAW 24 OFFICERS

- 24.1 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.
- 24.2 A person may hold more than one office at a time, other than the offices of President and Vice-President.
- 24.3 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.
- 24.4 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.

BYLAW 25 CALLING COUNCIL MEETINGS

- 25.1 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.
- 25.2 The notice does not have to be in writing.
- 25.3 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.

25.4 The Council must distribute minutes within two weeks after the meeting.

BYLAW 26 REQUISITION OF COUNCIL HEARING

- 26.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a Council meeting.
- 26.2 If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant within one month of the request. The owner or tenant must be given an opportunity to be heard in person at this meeting.
- 26.3 If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the hearing.

BYLAW 27 QUORUM OF COUNCIL

- 27.1 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.
- 27.2 Council members must be present in person at the Council meeting to be counted in establishing quorum.

BYLAW 28 COUNCIL MEETINGS

- 28.1 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. For the purposes of this bylaw, "electronic means" includes telephone, email or video-conferencing.
- 28.2 If a Council meeting is held by electronic means, Council members are deemed to be present in person.
- 28.3 The Council may allow owners to attend Council meetings that are not in camera meetings as observers. An owner wishing to attend a Council meeting must submit a request to attend the meeting at least two weeks prior to the meeting

date. Council will not unreasonably deny an owner's request to attend a Council meeting. The Council may conduct portions of any meeting privately, in order to discuss sensitive matters.

28.4 Despite subsection (3) above, 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.

28.5 Any owner has the right to address the Council at a Council meeting, providing he/she has given two weeks prior written notice to the management company.

28.6 Only Council members may vote at Council meetings.

BYLAW 29 VOTING AT COUNCIL MEETINGS

29.1 At Council meetings, decisions must be made by a majority of Council members present in person at the meeting.

29.2 If there is a tie vote at a Council meeting, the President may break the tie by casting a second, deciding vote.

29.3 The results of all votes at a Council meeting must be recorded in the Council meeting minutes.

BYLAW 30 COUNCIL TO INFORM OWNERS OF MINUTES

30.1 The Council must inform owners of the minutes of all Council meetings, other than in camera meetings, within 2 weeks of the meeting, whether or not the minutes have been approved.

BYLAW 31 DELEGATION OF COUNCIL'S POWERS AND DUTIES

31.1 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.

31.2 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).

- 31.3 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.
- 31.4 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 a rule,
 - b) whether a person should be fined, and the amount of the fine,
 - c) decisions related to legal matters or proceedings, or
 - d) whether a person should be denied access to a facility

BYLAW 32 SPENDING RESTRICTIONS

- 32.1 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.
- 32.2 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.
- 32.3 The Council may authorize an unbudgeted expenditure of up to \$2,000 at any one time.

BYLAW 33 LIMITATION ON LIABILITY OF COUNCIL MEMBER

- 33.1 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.
- 33.2 Subsection (1) does not affect a Council member's liability, as an owner, for a judgment against the Strata Corporation.

Division 4 – Enforcement of Bylaws and Rules

BYLAW 34 FINES

- 34.1 The Strata Corporation must not impose a fine for a contravention of a bylaw or rule unless the Strata Corporation has received a complaint about the contravention and given the owner, occupant or tenant the particulars of the complaint or bylaw contravention, in writing, and a reasonable opportunity to answer, including a hearing if requested by the owner, occupant or tenant.

- 34.2 If the person is a tenant, the Strata Corporation must give notice of the complaint to the person's landlord and to the owner.
- 34.3 The Strata Corporation must, as soon as feasible, give notice in writing of a decision to the owner, occupant and/or tenant.
- 34.4 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. Once the requirements of subsections 34.1 – 34.3 of this bylaw have been complied with, the Strata Corporation may impose a fine for a continuing contravention of the bylaw or rule without further compliance with those requirements.
- 34.5 Subject to compliance with sections 34.1 – 34.4, the Strata Corporation, in addition to any other rights or remedies that it has available in law, may fine an owner or tenant an amount to be determined in its sole and absolute discretion, to a maximum of
- a) \$200.00 for each contravention of a bylaw, and
 - b) \$50.00 for each contravention of a rule.
- 34.6 Prior to taking enforcement proceedings, the Strata Corporation may give the person in violation of a bylaw or rule time to comply with the bylaw or rule.

BYLAW 35 RECOVERY OF LEGAL COSTS

- 35.1 If the Strata Corporation succeeds in a lawsuit against an owner for money due to the Strata Corporation, the Strata Corporation may recover from the owner the Strata Corporation's actual legal costs.

BYLAW 36 SMALL CLAIMS COURT PROCEEDINGS

- 36.1 The Strata Corporation may proceed under the Small Claims Act, without further authorization from the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the Strata Corporation, including money owing as monthly maintenance fees, special assessments amounts, administration fees, bank charges, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws and to recover money which the Strata Corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

Division 5 – Annual and Special General Meetings

BYLAW 37 PERSON TO CHAIR MEETING

- 37.1 The President of the Council must chair Annual and Special General Meetings.

- 37.2 If the President of the Council is unwilling or unable to act, the meeting must be chaired by the Vice-President of the Council.
- 37.3 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.

BYLAW 38 PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS

- 38.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 38.2 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.
- 38.3 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.

BYLAW 39 VOTING

- 39.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 39.2 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.
- 39.3 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.
- 39.4 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.
- 39.5 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.
- 39.6 An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the Strata Corporation is entitled to register a lien against the strata lot.

BYLAW 40 ORDER OF BUSINESS

- 40.1 The order of business at annual and special general meetings is as follows:
- a) certify the 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 the minutes from the last Annual or Special General Meeting;
- g) deal with unfinished business;
- h) receive the 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.

40.2 The agenda for an Annual or General Meeting may be modified by a majority vote of those in attendance.

Division 6 – Voluntary Dispute Resolution

BYLAW 41 VOLUNTARY DISPUTE RESOLUTION

41.1 A party to the dispute among owners, tenants, the Strata Corporation or any combination of them may refer the dispute 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.

41.2 A Dispute Resolution Committee consists of

- a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and the 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.
- 41.3 The Dispute Resolution Committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Severability

BYLAW 42 SEVERABILITY

- 42.1 The provisions of these bylaws shall be deemed independent and severable and the invalidity in whole or in part of any bylaw does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion had never been included in the bylaws.

Division 8 – Miscellaneous

BYLAW 43 BIKE RACKS

- 43.1 Without limiting the generality of Bylaw 14:
- a) An owner may apply for consent pursuant to Bylaw 14.2, to install a bike rack in a common property parking stall (the “Bike Rack”).
 - b) An owner who makes an application pursuant to Bylaw 14.2 will provide to the Strata Council the documents referred to in Bylaw 14.3.
 - c) Notwithstanding Bylaw 14.18, an owner who has received consent from the Strata Council to install a Bike Rack in a common property parking stall will:
 - i) at all times comply with Bylaw 14.6; and
 - ii) Sign an Assumption of Liability Agreement in form approved by the Strata Corporation.
 - d) Notwithstanding Bylaw 14.18, and notwithstanding any other Bylaw an owner who has exclusive use of a parking stall in which a Bike Rack has been installed will:
 - i) at all times repair and maintain the Bike Rack in good condition at the owner’s sole cost; and
 - ii) Indemnify and save the Strata Corporation harmless from all cost, loss, and damage resulting from or associated with the Bike Rack.

(Adopted by ¾ vote resolution by the owners on June 23, 2014)

STRATA PLAN VR 1075 – LA CONTESSA
SCHEDULE “A”
SCHEDULE OF INDEMNITY AGREEMENTS

Lot #	Address	Modification	Registration date	Registration # (bylaw)
15	116-1422 East 3 rd Av	Installation of laminate or hardwood flooring	July 5, 2012	CA2639986
57	320-1422 East 3 rd Av	Installation of ceiling lights	July 5, 2012	CA2639987
1	101-1422 East 3 rd Av	Installation of grass in garden area adjacent to unit, and installation of laminate flooring	July 10, 2013	CA3227318
4	104-1422 East 3 rd Av	Modification of interior wall	Aug 13, 2014	CA3900041
12	112-1422 East 3 rd Av	Installation of hardwood and tile flooring, upgrading of bathroom fixtures and replacement of kitchen cabinets and upgrading of fixtures	July 17, 2015	CA4543644
17	118-1422 East 3 rd Av	Interior modifications	July 17, 2015	CA4543644
21	202-1422 East 3 rd Av	Various modifications to strata lot including removal of load bearing wall	July 17, 2015	CA4543644
37	219-1422 East 3 rd Av	Installation of laminate flooring and mouldings	July 17, 2015	CA4543644
4	104-1422 East 3 rd Av	Strata lot 4 – Bathroom renovations	July 12, 2016	CA5335109
10	110-1422 East 3 rd Av	Strata lot 10 – Removal of west partition between kitchen and dining room; cut down north wall between kitchen and living room to make ~40" partial-height wall; replace existing 3-2x4" post (currently shoring up a 3-2x10" beam across the kitchen) with a 3 ½" x 5 ¼" parallam post. Load rating is higher than existing structure; and various cosmetic renovations	July 12, 2016	CA5335109
19	120-1422 East 3 rd Av	Strata lot 19 – Remove walls and upgrade kitchen	July 12, 2016	CA5335109
29	210-1422 East 3 rd Av	Strata lot 29 – Installation of laminate flooring throughout unit	July 12, 2016	CA5335109
34	216-1422 East 3 rd Av	Strata lot 34 – Installation of laminate flooring in two bedrooms; new plumbing fixtures at bathroom sink, shower and kitchen sink; new kitchen sink, countertops, and backsplash; new lighting fixtures in utility room, hallway, two bedrooms, kitchen and dining area; updated electrical outlets throughout unit; and replacement of blinds in living room with curtains.	July 12, 2016	CA5335109
15	116-1422 East 3 rd Av	Replacement of kitchen cabinets, and installation of sound dampening to walls in 2 nd bedroom	Aug 31, 2017	CA6269816

Lot #	Address	Modification	Registration date	Registration # (bylaw)
34	216-1422 East 3 rd Av	Installation of laminate flooring, kitchen cabinets, sink and countertops	Aug 31, 2017	CA6269816
37	219-1422 East 3 rd Av	Installation of bike rack in parking stall	Aug 31, 2017	CA6269816
19	120-1422 East 3 rd Av	Bathroom modifications to include replacement of vanity, mirror, flooring, light fixtures, update bathtub and wall tile	July 10, 2018	CA6921325
47	309-1422 East 3 rd Av	S/L 47 – Various modifications: installation of floating cork floor in kitchen, dining room and hallways; new cabinets, tile backsplash, quartz countertops and hood, vent and stove, sink and faucets in kitchen; new lighting fixtures, fuse panel, electrical outlets, switches and base board heaters; replacement of vertical blinds in bedroom and living room; installation of sliding glass bathtub/shower door and heated floor tile in bathroom	July 10, 2018	CA6921325
37	219-1422 East 3 rd Av	Replacing current wooden countertop with quartz countertop, supplied and installed by Houstone Enterprises Ltd (licensed and insured); replace current ceramic sink with stainless steel sink, same position in countertop maintained (i.e. no movement in plumbing lines); replace melamine doors on existing cabinetry with soft-close wood doors; move top north-facing cabinet boxes up 7"; additional ad hoc cosmetic upgrades: new tile backsplash	Oct 8, 2019	CA7798067
32	214-1422 East 3 rd Av	Installation of new cupboards, countertops, sink, tile backsplash and floating floor in kitchen		

STRATA PLAN VR 1075 – LA CONTESSA

RULES AND REGULATIONS

1. **BICYCLES**

All bicycles stored in the underground parking bicycle storage area must be registered with the Strata Corporation. *(Adopted by majority resolution by the owners on May 27, 2013)*

2. **BICYCLE STORAGE**

- a) Visitor bicycle racks are for use by visitors only and may not be used by residents.
- b) No bicycles or other conveyances may be chained or attached to any common property without permission of the Council.
- c) Bicycles attached to visitor bicycle racks or to common property in contravention of the rules or bylaws may be removed at the owner's risk and expense. *(Adopted by majority resolution by the owners on June 23, 2014)*