

BYLAWS

STRATA PLAN BCS 2912

Preamble

BE IT RESOLVED by a ¾ vote of The Owners, Strata Plan BCS2912 (the “Strata Corporation”) that the following bylaws be passed.

These bylaws bind the owners, tenants and occupants in the Strata Corporation to the same extent as if the bylaws had been signed by the Strata Corporation and each owner, tenant and occupant in the Strata Corporation and contained covenants on the part of each owner, tenant and occupant in the Strata Corporation with every other owner, tenant and occupant in the Strata Corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act, S.B.C. 1998, c. 43 (the “Act”).

The Schedule of Standard Bylaws to the Act shall not apply to the Strata Corporation.

Division 1- Separate Types, Duties of Owners, Tenants, Occupants and Visitors

1. Separate Types

- 1.1 Strata lots 1,3,5,7, 9, 21, 22, 23, 25 and 27 inclusive shall be one type of strata lot and shall be referred to in these bylaws collectively as the “Commercial Type” strata lots.
- 1.2 Strata lots 2, 4, 6, 8, 10 to 20, 24, 26 and 28 to 65 shall be one type of strata lot and shall be referred to in these bylaws collectively as the “Residential Type” strata lots.

2. Compliance with Bylaws and Rules

- 2.1 All owners, tenants, occupants and visitors must comply strictly with the bylaws and rules of the Strata Corporation and with the bylaws and rules of the strata council adopted from time to time.

3. Payment of Strata Fees and Special Levies

- 3.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 3.2 Where an owner fails to pay strata fees in accordance with these bylaws, outstanding strata fees will be subject to an interest charge of 10% per annum compounded annually, or any other maximum interest rate provided for under the Act and Regulation from time to time.
- 3.3 Failure to pay strata fees on the due date will result in the following fines:

- a) \$100.00 after 15 days of the due date;
- b) \$100.00 additional if not paid within 30 days of original due date; and
- c) \$200.00 additional for each subsequent month until payment is received in full.

3.4 A charge of \$50.00 will be made on all N.S.F. cheques, stop payment cheques and/or closed account cheques issued to the Owners, Strata Plan BCS 2912 or to the name of the Management Company.

3.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

3.6 Failure to pay a special levy on the due date will result in a fine of \$100.00 for each contravention of bylaw 3.5.

3.7 Where an owner fails to pay a special levy in accordance with bylaw 3.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually or at any other maximum interest rate provided for under the Act and Regulations adopted from time to time, until paid in full.

4. Apportionment of Common Expenses

4.1 Common expenses shall be allocated between the Residential Type and the Commercial Type strata lots in accordance with the Act and the Regulations.

4.2 If a strata lot shall require a utility or other service not supplied to all strata lots, the cost shall not be a common expense but shall be borne by the first mentioned strata lot, 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 strata council on such reasonable basis as it shall determine

5. Repair and Maintenance of Property by Owner

5.1 An owner of a strata lot must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation.

5.2 An owner who has the use of limited common property must repair and maintain it except for repair and maintenance that is the responsibility of the Strata Corporation.

5.3 An owner/resident shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement of any damaged common property, common facility, strata lot or the contents thereof caused by or resulting from acts, omission, negligence or carelessness, by the owner or by any member of the owner's customers, clients, visitors, occupants, guests, employees agents, tenants or a member of the owner's but only to the extent that such expense is not met by the proceeds received

from any applicable insurance policy and the application of any direction of payment caused to be made by the Insurance Bureau of Canada and its publications or the Act.

- 5.4 For the purposes of this bylaw, any insurance deductibles paid or payable by the application of the Strata Corporation's policy or damage done and requiring repair that is under the appropriate deductible of the Strata Corporation's policy shall be considered as an expense chargeable to the owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- 5.5 An owner must use only licensed, insured and qualified plumbers, electricians and other trades to carry out electrical, plumbing or other work in a strata lot.

6. Use of Property

- 6.1 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, smell, vibration or glare in or about any strata lot, common property or common assets,
 - 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,
 - 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.
- 6.2 Subject to the foregoing provisions of bylaw 6.1(1), the owner, tenant, occupant, employee, visitor or invitee of a Commercial Type strata lot may use the strata lots or common property designated for the use of any strata lot; the Commercial Type strata lot or limited common property designated for the exclusive use of the Commercial Type strata lot for the lawful commercial purposes in accordance with applicable governmental zoning bylaws and rules and regulations in effect from time to time.
- 6.3 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. The cost of repairing any such damage shall be charged to the owner who, or whose tenant, occupant, employee or visitor caused the aforesaid damage.
- 6.4 Any owner, tenant, occupant of a strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under 'any insurance policy maintained by the Strata Corporation or a type by anyone that is an insured under any such policy.

6.5 An owner shall not:

- a) use, or permit any occupant of his strata lot to use, any parking space on the common property or on any limited common property, except the parking (s) which has been specifically assigned to his strata lot as evidenced by a lease or license of such parking spaces(s) from the Strata Corporation, or when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
- b) carry out, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
- c) rent or lease the parking space assigned by the Strata Corporation to his strata lot to, or otherwise permit that parking space to be regularly used by, anyone that is not a resident or occupant of the building or an employee or contractor of an owner, tenant or occupant of the building;
- d) park, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to park, any vehicle in a manner which will reduce the width of the parking roadway or any roadway on the common property or on any limited common property;
- e) use, or permit any occupant of his, strata lot or a guest, employee; agent or invitee of the owner or occupant to use, any part of the common property which is not limited common property appurtenant to the owner's strata lot (other than a locker or space within an established enclosed storage areas specifically assigned to his strata lot by the Strata Corporation) for storage, without the written consent of the strata Council;
- f) obstruct or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to obstruct, the common property used for the purpose of ingress or egress from the strata lots or common property designated for the use of any strata lot;
- g) leave, or permit any owner or occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to leave, on the common property or any limited common property any shopping cart or any other item designated from time to time by the strata Council or the executive of either Section. However, nothing in this bylaw 6.2(4)(g) will apply to any occupant or any guest, employee, agent or invitee of the owner or occupant of a nonresidential strata lot with respect to his use or enjoyment of any limited common property designated for the exclusive use of his strata lot;

- h) allow his strata lot to become unsanitary;
- i) feed, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply a pet-permitted to, be kept in his strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet shall be fed only in his strata lot; and
- j) give, or permit any occupant of his strata lot to give, any keys, combinations, security cards or other device of access to the building, the gated parking area or common areas to any person other than a tenant, employee, contractor or occupant of his strata lot.

7.0 Inform Strata Corporation

- 7.1 An owner must notify the Strata Corporation of within two weeks of becoming an owner; the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any.
- 7.2 On request by the Strata Corporation, a tenant must inform the Strata Corporation of the tenant's name and the strata lot which the tenant occupies.
- 7.3 Within two weeks of leasing his strata lot to another party, an owner must notify the Strata Corporation of the name and mailing addresses of the tenant and on request by the Strata Corporation the tenant must inform the strata corporation of his or her names, mailing address and other requested contact information.

8. Obtain Approval Before Altering a Strata Lot

- 8.1 An owner must obtain the written approval of the strata council before making or authorizing an alteration to a strata lot that may affect the structure or might alter the exterior appearance of the building.
- 8.2 The strata council must not unreasonably withhold its approval under bylaw 8.1. However as a condition of its approval the owner must take responsibility for any expenses relating to the alteration and indemnify and hold harmless the strata council and Strata Corporation for any future costs in connection with the alteration. The strata council may require that the owner's agreement to the terms in this sub type in writing.
- 8.3 An owner intending to apply to the strata council for permission to alter a strata lot must submit, in writing, detailed plans and a written description of the intended alteration.

9. Obtain Approval Before Altering Common Property

- 9.1 Strata lot or to any signs which materially and adversely affect the view of an owner of another strata lot.

9.2 The Strata Corporation may require as a condition of its approval that the owner agree in writing, to take responsibility for any expenses relating to or arising from the alteration and to provide, at the request of the Strata Corporation, evidence of appropriate insurance coverage relating to the alteration.

10. Permit Entry to Strata Lot

10.1 An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation or a Section to enter his strata lot:

- a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
- b) at any reasonable time, on forty-eight (48) hours written notice;

10.2 to inspect, repair or maintain common property common assets and any portions of a strata lot that are the responsibility of the Strata Corporation or a Section to repair and maintain under these bylaws or insure under the Act; and

10.3 to ensure compliance with the Act and these bylaws.

10.4 The notice referred to in bylaw 10.1 (1) (b) must include the date and approximate time of entry, and the reason for entry.

10.5 In exercising its rights under this bylaw, the Strata Corporation and each type of strata lot will not unreasonably interfere with the operation of any occupant of a non-residential strata lot.

11. Compliance with Bylaws and Rules

11.1 An owner, tenant, occupant, employee or visitor must comply strictly with these bylaws and with any other bylaws or rules adopted by the Strata Corporation.

12 Pets and Animals

12.1 An owner, tenant, occupant or visitor must not keep any pets on the strata lot or common property or on land that is a common asset except in accordance with these bylaws

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

12.3 An owner, tenant or occupant must not keep any pets in a residence other than one or more of the following:

- A reasonable number of fish or other small aquarium animals;
- A reasonable number of fish or other small aquarium animals
- A reasonable number of small caged animals
- A reasonable number of caged birds
- One dogs or cat

- 12.4 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 12.5 A resident or visitor must not permit a loose or unleashed Permitted Pet at any time on the common property or on land that is a common asset.
- 12.6 The owners of pets shall be fully responsible for their pet's behavior within the common property.
- 12.7 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- 12.8 A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- 12.9 No vicious dog is permitted at any time in any strata lot or on the common property for the purposes of this bylaw a vicious dog means:
- a) any dog with a known propensity, tendency, or disposition to attack without provocation any domestic animal or human;
 - b) any dog which has bitten another domestic animal or human without provocation;
 - c) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any dog of mixed breeding which includes any of those breeds; and
 - d) any dog that aggressively harasses or pursues a human or domestic animal.
- 12.10 Strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

13. Building Security

- 13.1 No one shall leave open or unlock any outside entrance or exterior fire doors.
- 13.2 No one shall let a stranger in to the building by way of the enterphone, nor when entering themselves. This particularly applies to persons claiming to be trades persons or delivery persons since they should have an appointment via the Property Manager.
- 13.3 Residents should report to the Property Manager or the police any suspicious persons in or around the building.
- 13.4 All keys to locks on common property are common property and may be issued only by the Property Manager at the request of the Strata council.
- 13.5 Additional/replacement fobs may be obtained by a registered owner or registered tenant at any time by paying a charge to the Corporation of \$75.00.
- 13.6 The amounts outlined in section 13.5 is subject to change from time to time at the discretion of Council.
- 13.7 All lost or stolen fobs shall be reported to the Strata Corporation through the Property Manager immediately. There is no penalty involved other than the cost of replacement.
- 13.8 No soliciting shall be permitted within the building under any circumstances.
- 13.9 Persons entering the underground parkade must wait for the full closure of the security gates before proceeding in order to observe or prevent unauthorized entry.

14. Insurance

- 14.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.
- 14.2 In the event that loss or damage occurs that gives rise to a valid claim under the strata corporation's insurance policy it is agreed and understood that if the origination of the loss is within the interior confines of an individual strata lot the deductible of the strata corporation's policy relative to the loss shall be paid by the individual strata lot owner in whose lot the cause of the damage originated.
- 14.3 The foregoing will also hold true if the careless, negligent or inattentive acts of a strata lot owner or his tenant, occupant, or visitor cause damage that gives rise to a valid claim under the strata corporation's insurance policy, and the origination of the loss is anywhere on the premises.

- 14.4 In the event that an owner or an owner's tenant, occupant, or visitor causes damage to common property, limited common property or common facilities and the damage is not covered by insurance, the strata lot owner shall be held responsible for such loss and promptly reimburse the strata corporation for the full costs of repair or replacement of the damage done.
- 14.5 The strata corporation is not responsible for the payment of, or refunding to an owner, tenant, or guest of the strata lot, any portion of an insurance deductible for any insurance policy belonging to an owner, tenant, or guest of a strata lot for any reason.
- 14.6 No owner shall be entitled to claim any compensation from the Strata Corporation for any loss or damage to property or person arising from any defect or want of repair of the common property or any part thereof, unless such loss or damage resulted from the negligent act or omission on the part of the Strata Corporation, its employees or the Property Manager.
- 14.7 An owner, tenant or occupant must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of either the Strata Corporation.

Bylaws Applicable to Residential Type Strata Lots

15.1 Use of Property

- 15.2 An owner of a Residential Type strata lot shall not:
- a) use, or permit any occupant of his strata lot to use, his strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 pm. and 7:00 am, or that encourages loitering by persons in or about the strata lot or common property;
 - b) use, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
 - c) use, or permit any occupant of his strata lot or any guest, employee, agent or invitees of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity, and such propane or electricity powered barbecues, hibachis and other like cooking devices shall not be used except in accordance with rules made by the Strata Corporation from time to time;
 - d) shake, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to shake, any mops or dusters of

any kind, nor throw, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot:

- e) do, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- f) permit a condition to exist within his strata lot which will result in the waste or excessive consumption of the building's domestic water supply or treated water,
- g) install, or permit any occupant of his strata lot or any guest, employee, agent or Invitee of the owner or occupant to install, any window coverings visible from the exterior of his strata lot which are prohibited by the strata Council;
- h) hang or display, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- i) use or install, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to use or install, in or about the strata lot or any limited common property for his use, any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the executive of the strata Council;
- j) erect on or fasten to, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to erect or fasten to, the strata lot, the common property or any limited common property any television or radio antenna or satellite receiving dish or similar structure or appurtenance thereto except those devices approved in writing by the strata Council;
- k) place, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot: and
- l) place or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any indoor outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony.

16. Garbage and Recycling

- 16.1 An owner of the Residential Type strata lot, his tenant, occupant or employee shall remove ordinary household refuse and garbage from his strata lot and deposit it in the

containers designated by the Strata Corporation for the use of Residential Section for that purpose. All garbage shall be bagged and tied before so depositing and the owner, tenant, occupant or employee shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.

17. Move In/Move Out

The strata council may regulate the times and manner in which any moves into or out of Residential Type strata lots may occur.

18. Residential Rentals

18.1 An owner may lease the owner's strata lot for periods of not less than 1 month.

18.2 The owner shall also provide the Strata Corporation with a signed copy of the Strata Corporations version of the Form "K", Notice of Tenant's Responsibilities, which for clarity must include the signature of the owner and of the tenant, within two weeks of renting his or her strata lot as required by section 146(2) of the Act. Failure to the signed Strata Corporations version of the Form K will result in a fine of \$100.00 per month or part thereof until the signed Strata Corporations version of the Form K is provided to the Strata Corporation.

18.3 The occupancy of a strata lot by any person other than the owner and/or in the owner's immediate family for a period in excess of one month shall be considered a lease and be subject to the provisions of this bylaw.

18.4 No sublease or assignment of lease is permitted.

18.5 An owner who leases the owner's strata lot in contravention of this bylaw is subject to a fine of \$500.00 per month for each month or part thereof during which the tenant occupies the strata lot in contravention of this bylaw. This amount shall become part of the assessment payable by such owner and shall become due and payable by such owner and shall become due and payable on the first day of the month following the month in which the Strata Council notifies the owner of the breach.

19. Selling of Strata Lots

19.1 An owner of a Residential Type strata lot, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property.

19.2 An owner of a Residential strata lot, when selling his strata lot, will not hold or permit to be held, any public open house except in the, manner prescribed by the strata Council. One (1) open house for agents will be allowed per listing. Unless the strata Council otherwise prescribes, all showings must be by appointment only.

Bylaws Applicable to Commercial Type Strata Lots

20. Garbage Disposal

- 20.1 The owner of a Commercial Type strata lot shall remove or cause to be removed all refuse and garbage from his strata lot and deposit it or cause it to be deposited in the containers designated by the Strata Corporation for the use of the commercial type strata lots.

21. Signs and Displays

- 21.1 The owner of a Commercial Type strata lot will be permitted to install signs or notices within the strata lot or limited common property designated for the benefit of that strata lot so as to be visible from the exterior of such strata lot, on the condition that the size and design of such signs or notices have received the approval of the strata council, acting reasonably, have received any approvals required from applicable governmental authorities, and
- 21.2 are consistent with the size and design of signs and notices visible from the exterior of other commercial type strata lots and with the overall presentation of the development in terms of quality and design. All such signs and notices shall be installed and maintained at the sole expense and risk of the owner of the non-residential strata lot and such owner shall take out and maintain insurance for such signage as a reasonable owner displaying similar signage would obtain.

22. Use of Property

- 22.1 An owner of a Commercial Type strata lot shall not:
- a) use, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
 - b) use, or permit any occupant of his strata lot or any guest, employee, agent or invitees of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity, and such propane or electricity powered barbecues, hibachis and other like cooking devices shall not be used except in accordance with rules made by the Strata Corporation from time to time;
 - c) shake, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to shake, any mops or dusters of

any kind, nor throw, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse out of the windows or doors or from the balcony of a strata lot;

- d) do, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to do, anything that will increase, the risk of fire or the rate of insurance on the building or any part thereof;
- d) permit a condition to exist within his strata lot which will result in the waste or excessive consumption of the building's domestic water supply or treated water,
- e) install, or permit any occupant of his strata lot or any guest, employee, agent or Invitee of the owner or occupant to install, any window coverings visible from the exterior of his strata lot which are prohibited by the strata council;
- f) hang or display, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- g) use or install, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to use or install, in or about the strata lot or any limited common property for his use, any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating . or air conditioning devices, except those installations approved in writing by the executive of the strata Council;
- i) erect on or fasten to, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to erect or fasten to, the strata lot, the common property or any limited common property any television or radio antenna or satellite receiving dish or similar structure or appurtenance thereto except those devices approved in writing by the strata Council;

23. Parking

23.1 Owners and their tenants, occupants and assignees shall be entitled to the exclusive use of any parking stall(s) leased or licensed to them by the Strata Corporation, according and subject to the terms such leases or licenses and these bylaws.

24. Maximum Fine

24.1 The Strata Corporation may fine an owner or tenant a maximum of

- a) Two hundred (\$200.00) dollars for each contravention of a bylaw; and

b) Fifty (\$50.00) dollars for each contravention of a rule.

- 24.2 The owner is responsible for payment, without invoice of any money (other than strata fees, but including special levies) owing to the Strata Corporation as provided for in the Act or these bylaws and if the Owner fails to pay any money so owing within fifteen (15) days after the date such money becomes due, the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested) be assessed and pay a fine of ten (\$10.00) dollars, and if such default continues for a further fifteen (15) days, an additional fine of twenty-five (\$25.00) dollars will be levied against and paid by the owner and for each additional month such default continues an additional fine of twenty-five (\$25.00) dollars will be levied against and paid by the owner.
- 24.3 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 as the case may be, to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be, established from time to time by the strata council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

25. Continuing Contravention

- 25.1 If any activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven (7) days, a fine may be imposed every seven (7) days.

26. Cost or Expenses Incurred by Others

- 26.1 Any costs or expenses incurred by the strata corporation or as owner (the "Non-Defaulting Person" for the purposes of this bylaw), including but not limited to the full cost and expense of repairing any damage to any part of a strata lot or common property caused by a breach of these bylaws or any rules established under them by the strata corporation, a Section or an owner or his tenants, occupant, employee or visitor (the "Defaulting Person" for the purposes of this bylaw), shall be charged to the Defaulting Person. If the Defaulting Person is an owner or his tenant, occupant, employee or visitor, then such costs and expenses will be added to and become part of the strata fees of that owner for the month next following the date on which the cost or expenses are incurred, but not necessarily paid by the non-defaulting person and shall become due and payable on the date of payment of the next monthly strata fees. On receipt of such costs or expenses, the strata corporation will pay them to the Non-Defaulting Person. If the Defaulting Person is the strata corporation or a Section, it will pay such costs and expenses to the Non-Defaulting Person on the date of payment of the next monthly strata fees by the Non-Defaulting Person.

Division 3 – Strata Council

27. Strata Council Size

27.1 The strata council must have at least three and not more than seven members.

28. Strata Council Eligibility

28.1 An owner or the spouse of an owner may stand for council, but not both.

28.2 No person may stand for strata council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

28.3 A verbal resignation made by a strata council member at a meeting constitutes a resignation from the strata council.

28.4 A strata council member can also give a resignation in writing.

29. Strata Council Members' Terms

29.1 The term of office of a strata council member ends at the end of the annual general meeting at which the new strata council is elected.

29.2 A person whose term as a strata council member is ending is eligible for re-election.

30. Removing Strata Council Member

30.1 The strata council may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more strata council members. The Strata Corporation must pass a separate resolution for each strata council member to be removed.

30.2 After removing a strata council member, the strata council may hold an election at the same annual or special general meeting to replace the strata council member for the remainder of the term or the remaining members of the strata council may appoint a replacement strata council member for the remainder of the term.

30.3 If the strata council removes all of the strata council members, the strata council must hold an election at the same annual or special general meeting to replace the strata council members for the remainder of the term up to, at least, the minimum number of strata council members required by these bylaws.

30.4 The strata council may appoint the remaining strata council members necessary to achieve a quorum for the section, even if the absence of the members being replaced leaves the strata council without a quorum.

30.5 A replacement strata council member may be appointed from any person eligible to sit on the strata council.

31. Replacing Strata Council Member

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

31.2 A replacement strata council member may be appointed from any person eligible to sit on the strata council.

31.3 The strata council may appoint a strata council member even if the absence of the member being replaced leaves the strata council without a quorum.

31.4 If all the strata council members of the strata council resign or are unwilling or unable to act, persons holding at least 20% of the Strata Corporation's votes may hold a special general meeting to elect a new strata council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

32. Officers

32.1 At the first meeting of the strata council of the Strata council held after each annual general meeting of the Strata Corporation, the strata council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

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

32.3 The vice president has the powers and duties of the president:

i) while the president is absent or is unwilling or unable to act,

ii) if the president is removed, or

iii) for the remainder of the president's term if the president ceases to hold office.

32.4 The strata council may vote to remove an officer.

32.5 If an officer other than the president is removed, resigns or is unwilling or unable to act, the strata council members may elect a replacement officer from among themselves for the remainder of the term.

33. Calling Strata Council Meetings

- 33.1 Any strata council member of the strata council may call a strata council meeting by giving the other strata council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 33.2 The notice for a strata council meeting must be in writing.
- 33.3 A strata council meeting may be held on less than one week's notice if
- a) all strata council members consent in writing in advance of the meeting, or
 - b) the meeting is required to deal with an emergency situation, and all strata council members either
 - c) consent in writing in advance of the meeting, or
 - d) are unavailable to provide consent after reasonable attempts to contact them.

34. Requisition of Strata Council Hearing

- 34.1 By application in writing stating the reasons for the request, an owner or tenant may request a hearing at a strata council meeting.
- 34.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested, the strata council must hold a meeting to hear the applicant within 1 month of the date of receipt by the strata council of the application.
- 34.3 If the purpose of the hearing is to seek a decision of the strata council, the strata council must give the applicant a written decision within one month of the date of the hearing.

35. Quorum of Strata Council

- 35.1 A quorum of the strata council is
- a) one of the council consists of one member;
 - b) two, if the strata council consists of three or four members,
 - c) three, if the strata council consists of five or six members, and
 - d) four, if the strata council consists of seven members.
- 35.2 Strata council members must be present in person at the strata council meeting to be counted in establishing quorum.

36. Strata Council Meetings

- 36.1 The strata council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 36.2 At the option of the strata council, strata council meetings may be held by electronic means, so long as all strata council members and other participants can communicate with each other.
- 36.3 If a strata council meeting is held by electronic means, strata council members are deemed to be present in person.
- 36.4 Owners and spouses of owners may not attend strata council meetings as observers unless the strata council, in its discretion, agrees to permit owners to attend.
- 36.5 Notwithstanding subsection 4, no observers may attend those portions of strata 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; and
 - c) any other matters if the presence of observers would, in the strata council's opinion, unreasonably interfere with an individual's privacy.

37. Voting at Strata Council Meetings

- 37.1 At strata council meetings, decisions must be made by a majority of strata council members present in person at the meeting.
- 37.2 If there is a tie vote at a strata council meeting, the president may break the tie by casting a second, deciding vote.
- 37.3 The results of all votes at a strata council meeting must be recorded in the strata council meeting minutes.

38. Strata Council to Inform Owners of Minutes

- 38.1 The strata council must circulate to owners of the strata council or post on a common property notice board the minutes of strata council meetings within two weeks of the council meeting, whether or not they have been approved.

39. Delegation of Strata Council's Powers and Duties

- 39.1 Subject to further provisions of these bylaws, the strata council may delegate some or all of its powers and duties to one or more strata council members or persons who are not members of the strata council and may revoke the delegation.
- 39.2 The strata 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 sub section 3.
- 39.3 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.
- 39.4 The strata council may not delegate its powers to determine, based on the facts of a particular case,
- a) whether a person has contravened a bylaw or rule,
 - b) whether a person should be fined, and the amount of the fine, or
 - c) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

40 Spending Restrictions

- 40.1 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.
- 40.2 If a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the Strata council 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 bylaw in the same fiscal year, is less than \$2,500.00.

41. Limitation on Liability of Strata Council Member

- 41.1 A strata 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 strata council.

- 41.2 Subsection 1 does not affect a strata council member's liability, as an owner, for a judgment against the Strata Corporation.
- 41.3 All acts done in good faith by the strata council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of strata council as valid as if the strata council member had been duly appointed or had duly continued in office.

Annual and Special General Meetings

42. Person to chair meeting

- 42.1 Annual and special general meetings must be chaired by the president of the strata council.
- 42.2 If the president of the strata council is unwilling or unable to act, the meeting must be chaired by the vice president of the strata council.
- 42.3 If neither the president nor the vice president of the strata council is willing or able to chair the meeting, a chair must be elected by a majority vote at the meeting from among those persons, including the property manager, who are present at the meeting.
- 42.4 The chair of a general meeting can provide information and/or his or her opinion on the matters discussed at the general meeting he or she is chairing.

43. Participation by other than eligible voters

- 43.1 Tenants and occupants of the strata council may attend annual and special general meetings, whether or not they are eligible to vote.
- 43.2 Persons who are not eligible to vote may participate in the discussion at a meeting, but only if permitted to do so by the chair of the meeting.
- 43.3 Persons who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

44 Voting

- 44.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the Strata Corporation or the strata council is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 44.2 At an annual or special general meeting, voting cards must be issued to eligible voters.

- 44.3 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.
- 44.4 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.
- 44.5 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.
- 44.6 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.
- 44.7 Notwithstanding anything else in these bylaws, an election of the strata council or removal of a strata council member must be held by secret ballot, if the secret ballot is approved by a majority vote at the meeting.

45. Electronic Attendance at Meetings

- 45.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- 45.2 If an annual or general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.
- 45.3 If within 15 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further 15 minutes on the same day and at the same place. If within a further 15 minutes from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 45.3 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

46. Order of Business

- 46.1 Subject to any amendment of the order of business and agenda as may be approved by a majority vote at the meeting, the order of business at annual and special general meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;

- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of strata 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 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 strata council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 - Voluntary Dispute Resolution

47. Voluntary Dispute Resolution

47.1 A dispute among owners, tenants, the strata council 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.

47.2 A dispute resolution committee consists of

- (a) one owner or tenant nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
- (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

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

Division 7 - Small Claims Court Proceedings

48. Authorization to Proceed

48.2 The strata council may proceed under the Small Claims Act, without further authorization by the owners of the Strata Corporation, to recover from an owner, by an action in debt in Small Claims Court, money owing to the section, including but, not limited to money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata council 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.

49. Notices to Strata Council Owners

49.1 Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under this Act or under these bylaws is sufficiently given if mailed to the owner at the address of his or her strata lot and if left with him or her or some adult person at that address.

49.2 A notice given by post is deemed to have been given 48 hours after it is posted.

49.3 An owner may at any time in writing advise the Strata Corporation of a change of address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the giving of notices.

49.4 The word "notice" includes any request, statement or other writing required or permitted to be given by the Strata Corporation to the owner of the strata lot.

50. Moving

50.1 A non-refundable assessment of \$100.00 (Commercial Type Strata Lots excluded) will be levied on any move-in to defray the costs to the Strata Corporation which includes inspection of the common area before and after moving in, the installation of elevator pads and the issuance of the elevator control key.

50.2 An appointment for a moving time must be made 48 hours in advance with the property manager (moves will be restricted to between the hours of 9:00 am and 8:00 pm) having regard to the convenience of all concerned and to noise abatement. Full instructions for the operation of the move will be given by the property manager. Residents contravening this bylaw will be subject to a fine of \$200.00.

51. Prohibitions

51.1 An owner shall not:

- (a) use the strata lot for any purpose which is illegal;
- (b) make undue noise in or about the strata lot, common property or limited common property which would create a nuisance or disrupt the occupants of strata lots, their families or guests;
- (c) keep any animals in or about the strata lot, common property or limited common property which create a nuisance;
- (d) Hang or place any window drapes, blinds, signs or other objects which will adversely affect the consistency of the exterior appearance of the building.
- (e) Use or permit the use of a Residential Type strata lot other than as single family residence;
- (f) Erect, place, keep or display signs, billboards, advertising matter or other notice of display of any kind on the common property, limited common property or in a strata lot in any manner which may be visible from the outside of the strata lot.
- (g) Use or allow to be used any barbecues or similar cooking devices in or about any strata lot, limited common property or the common property of the Strata Corporation , except in areas, if any, so designated by the strata council;
- (h) Deposit household refuse and garbage on or about the common property or limited common property except in places designated by the strata council from time to time. Any materials, other than ordinary household refuse and garbage, shall be disposed of either by or at the expense of the owner;
- (i) Move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules and regulations passed by the strata council from time to time; and

- (j) Park any recreational vehicle, boat, trailer or other property, except passenger vehicles, on the common property or limited common property;
- (k) No instrument or other device shall be used within a strata lot which, in the opinion of the strata council, causes a disturbance or interferes with the comfort of other owners;
- (l) Bicycles are not to be taken into the building, patios, or through common areas within the building or stored on balconies, or other areas of common property except in storage areas designated for such a purpose;
- (m) The sidewalks, walkways, passages and driveways of the common property shall not be obstructed or used for any purpose other than ingress or egress from the strata lots and parking areas within the common property;
- (n) No mops or dusters of any kind shall be shaken or no refuse or water shall be thrown out of windows or doors or from the balcony of a strata lot;
- (o) No soliciting will be permitted within the strata plan, under any circumstances;
- (p) Smoking is not permitted in any of the indoor common areas, including the elevator, hallways, storage lockers, recreation areas, lobby, stairwells, and patios and balconies;
- (q) No material, especially burning material such as cigarettes, or matches shall be thrown out or permitted to fall out of any window, door, balcony/patio, stairwell, passage or other part of the strata lot or common property;
- (r) Cycling, skateboarding or rollerblading/skating is not permitted on any common property, including sidewalks, pathways and roadways except garage and storage areas;
- (s) Balconies shall not be used as storage areas if the items stored are visible to pedestrians or to other strata lot residents. This bylaw does not apply to items which would ordinarily be placed on balconies and patios, such as patio furniture;
- (t) No television or radio antenna or similar structure thereto shall be erected on or fastened to any unit;
- (u) Oil leaks and exhaust pollution stains are the responsibility of the owner and must be cleaned up from the owner's parking stall(s). After due notice, the Strata Corporation will have the leak stain cleaned up at a charge to the owner of \$50.00 minimum depending on the extent of the oil spill or exhaust stain;

- (v) Parking spaces are not to be used for storage of any kind, unless approved by strata council;
- (w) An owner or occupant with pets shall be responsible for their control and for the removal of their pet's waste from the common property;
- (x) All pets must be leashed when on common property;
- (aa) No strata lot owner shall feed pigeons, gulls or other birds or animals not belonging to an owner or resident from their strata lot or anywhere within Strata Plan BCS 2912 boundaries.
- (bb) Residents shall not hang or permit to be hung, any laundry, bedding, towels, etc. on their balconies nor on any other limited common property or common property in a manner which would permit the same to be visible to pedestrians or to other strata lot residents.
- (cc) Any hazardous materials or items that may deteriorate or attract pests shall not be stored in the locker area.
- (dd) Residents expecting large furniture deliveries should contact the property manager 48 hours in advance in order to have the pads hung in the elevators to prevent damage. Owners are responsible for the cost of repairing any damage that occurs.
- (ee) No vehicle shall travel in excess of 7 kph (5mph) in the parking areas and will obey normal driving rules.
- (ff) Guests and visitors of Commercial Type strata lots must park in parking stalls assigned for the use of the Commercial Type strata lots. Commercial Type strata lot owners or tenants may only park in parking stalls assigned for the use of their strata lot and not in parking stalls reserved for residential strata lot owners, their guests, residents or visitors. Any guest, tenant or Commercial Type strata lot owners' vehicle parked in violation of this bylaw will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

52. Security Camera Bylaw

52.1 For the security of the residents of the building and for the protection of the common property and personal assets of the residents of the building, the following security systems have been installed in the building:

- (a) Key FOB access system: this system gives secure access to the building as well as individual access to the resident's floor through the elevators and the floors where the amenities are located and to the amenities themselves. As a function of

this system, the system monitors and records where the key FOBS are used and the date and time of such use. The system records this information for a period of approximately 12 months, at which time the information is lost or written over. Reports can be printed of the activity of any particular FOB, if this information is required.

- (b) Video surveillance system: this system monitors and records the areas where the cameras are located, including the entrance doors, lobby area, the parkade, including the garage gate and the elevator. The system records this information for a period of approximately 30 days, depending on the hard-drive capacity of the system, at which time the system records over previous video and the previous video is lost. Copies of recordings can be captured by DVD or CD and used according to this bylaw.

52.2 This bylaw authorizes the strata council of the building to use both the key FOB access system and the video surveillance system to record and monitor the movement of the key FOBS and the movement of all individuals entering the premises of the building. Both the Key FOB entry system recordings and video surveillance recordings, generated by cameras located on the above mentioned areas of the building are used to enhance the security of the facilities, as well as for the individuals and assets present in the facilities. Such recordings may capture entry and exit times from facilities and may also be used to investigate thefts, security incidents, emergency situations and bylaw and rules infractions. In such cases, this information may be shared with appropriate law enforcement agencies and emergency workers. Bylaw and rules infractions will be investigated upon the strata corporation receiving a complaint from a resident or to investigate possible security breaches. Furthermore, where video information reveals evidence of illegal activity, employee misconduct or accidents, or bylaw and rule infractions, the recordings may be disclosed to strata council members, enforcement or investigative bodies for further investigations, charges or disciplinary actions.

52.3 The information maintained pursuant to this bylaw is protected in accordance with the provisions of the Personal Information Protection Act. Under this legislation, residents have a right to access personal information about themselves that may be contained in FOB and video surveillance recordings, if a resident believes such information exists. Requests for access must be made in writing and delivered to the strata corporation. Access to the specific individual's personal information will be made available in the presence of an elected member of the strata council or the Strata Corporation's strata manager, within 14 days from the date of the request.

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.
-

1. CONTACT: (Name, address, phone number)

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

Strata Property Act

FORM I

AMENDMENT TO BYLAWS

(Section 128)

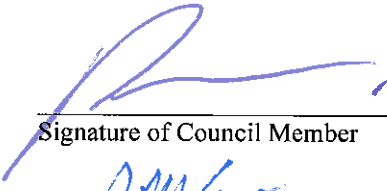
The Owners, Strata Plan **BCS2912** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual or special general meeting held on January 30, 2014

[wording of bylaw amendment]


12.11 Notwithstanding bylaw 12.3, an owner, tenant or occupant must first obtain written permission from the strata council and register any dog or cat with the strata corporation prior keeping it in the strata lot.

12.13 An owner, tenant or occupant who keeps a dog (s) in the residence must pay an annual pet fee of \$100.00. The pet fee of \$100.00 is due when the dog is brought into the unit and on the first (1st) day of January thereafter.

12.14 All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw. Breach of the bylaw will result in fines imposed in accordance with bylaw 24.1.



Signature of Council Member



Signature of Second Council Member
(not required if councils consists of only one member)

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.
-

1. CONTACT: (Name, address, phone number)

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

Strata Property Act

FORM I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan **BCS2912** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual or special general meeting held on November 25, 2015.

[wording of bylaw amendment]

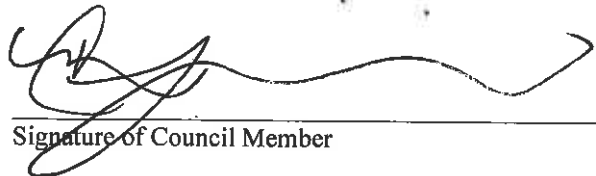
53. No Smoking

53.1 For the purposes of this bylaw 53, the following definitions apply:

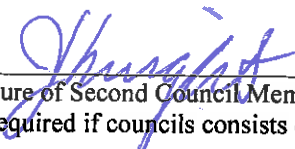
- a) "smoke" or "smoking" includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances;
- b) "vape" or "vaping" includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.

53.2 (a) Smoking or vaping is prohibited

- i) in a strata lot;
 - ii) on the interior common property, including but not limited to hallways, elevators, parking garages, electrical rooms and mechanical rooms;
 - iii) on patios and balconies;
 - iv) within three metres of a door, window or air intake;
 - v) on the exterior common property, including but not limited to sidewalks and parking areas; and
 - vi) on any land that is a common asset.
- (b) All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw. Breach of the bylaw will result in fines imposed in accordance with bylaw 30.1.



Signature of Council Member



Signature of Second Council Member
(not required if councils consists of only one member)

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.
-

1. CONTACT: (Name, address, phone number)

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

Strata Property Act

FORM I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan **BCS2912** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual or special general meeting held on January 11, 2017.

[wording of bylaw amendment]

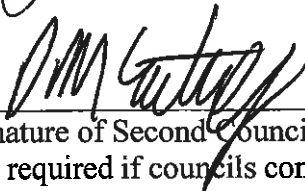
51. Prohibitions

51.1 An owner shall not:

(gg) Use or allow to be used any garbage disposal, grinder or similar such device to dispose of garbage, compost or waste through the drains, wastewater or sanitary sewer system.



Signature of Council Member



Signature of Second Council Member
(not required if council consists of only one member)

1. Contact

DYNAMIC PROPERTY MANAGEMENT LTD.
37885 Second Avenue
Squamish BC V6B 0R2
604-815-4654

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

BCS2912

THE OWNERS, STRATA PLAN BCS2912

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Marnie Gunther
IWXEF7

Digitally signed by
Marnie Gunther IW XEF7
Date: 2022-01-25
13:47:44 -08:00

Strata Property Act

FORM I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan **BCS2912** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual or special general meeting held on December 17, 2020.

[wording of bylaw amendment]

18. Residential Rentals

18.2 An Owner, tenant or occupants who is in contravention of bylaw 18.1 are subject to fines of up to \$1000.00 (One Thousand) per day.



Signature of Council Member



Signature of Second Council Member
(not required if councils consist of only one member)

RULES

Parking Stall Rental (ratified January 31, 2019)

1. Ten of the unassigned (56, 57, 62, 74-77, 82, 83, 87 – 90 & 95 – 103) common area parking stalls located at the rear of the building may be leased on a short-term basis, maximum 12 months, to residents on a first-come first-serve basis.
2. Leases may be renewed on an annual basis.
3. Vehicles parked in a leased stall must display a valid parking pass.
4. The stalls must not be used for the storage of vehicles, recreation vehicles, ATV, boats, etc.
5. The monthly fee is \$75.00 or at a rate determined by the strata council.