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BYLAWS
STRATA PLAN NW-2036 BRENT GARDENS

PREAMBLE:

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with 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").

For the purposes of these Bylaws,

- (a) "**Residents**" means collectively, owners, tenants and occupants and
- (b) "**A resident**" means collectively, an owner, a tenant and an occupant.

The provisions hereof shall be deemed independent and severable.

The invalidity in whole or in part of any Bylaw does not affect the validity of the remaining Bylaws. The remaining Bylaws shall continue in full force and effect as if such invalid portion has never been included herein.

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

These bylaws repeal all prior bylaws filed in the Land Title Office.

DUTIES OF RESIDENTS AND VISITORS

1.0 COMPLIANCE WITH BYLAWS AND RULES

- 1.1 Residents and visitors must comply strictly with the Bylaws and Rules of the Strata Corporation adopted from time to time.

2.0 CONTRAVENTION OF BYLAWS AND RULES

- 2.1 Except where specifically stated to be otherwise in these Bylaws, the Strata Corporation may fine a resident:

- (a) For each contravention of a Bylaw, the fine will be one hundred (\$100.00) dollars.
- (b) For each contravention of a Rule, the fine will be fifty (\$50.00) dollars.

CONTINUING CONTRAVENTION

- 2.2 If an activity or lack of activity that constitutes a contravention of a Bylaw or a Rule continues without interruption for longer than seven (7) days, a fine may be imposed every seven (7) days. This will continue until the contravention ceases or is corrected except where specifically stated to be otherwise in these Bylaws and the Rules.

- 2.3 If the Strata Council determines in its discretion, that a resident is in repeated contravention of any of the Strata Corporation's Bylaws or *Rules*, the Strata Council shall levy fines; and the fines so levied shall immediately be added to the strata lot's strata fees; and they shall be due and payable on the first day of the next month following such contravention.

3.0 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 An owner must provide the Strata Corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the Strata Corporation, dated as of the first day of each month or, written authorization for monthly automatic debit from the owner's bank account.

- 3.3 In addition, where an owner fails to pay strata fees in accordance with Bylaw 3.1, outstanding strata fees may be subject to an interest charge of 10% per annum, compounded annually and calculated on a daily basis from the date the payment was due, and continuing until the date of payment.

SPECIAL LEVY

- 3.4 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 3.5 In addition to a fine, where an owner fails to pay a special levy in accordance with Bylaw 3.4, outstanding special levies may be subject to an interest charge of 10% per annum, compounded annually and calculated on a daily basis commencing from the date the payment was due and continuing until the date of payment.
- 3.6 Each dishonored cheque or dishonored automatic debit shall be considered a contravention of Bylaw 3.1 and 3.4 (when applicable). An owner must indemnify the Strata Corporation for any banks charges levied against the Strata Corporation in respect of a dishonoured cheque or dishonoured automatic debit.
- 3.7 Payment/s received from an owner for an account in arrears shall be applied in the following manner:
- (a) Strata fees;
 - (b) To special levies; and
 - (c) To parking and other charges, unless the payment specifies how the funds are to be distributed.

4.0

APPEARANCE OF STRATA LOTS

REMOVAL OF REFUSE, EQUIPMENT AND APPLIANCES

- 4.1 A resident must not allow a strata lot or common area to become unsanitary or untidy, including, but not limited to, the accumulation of rubbish, garbage and household refuse, boxes, packing cases, unwanted furniture and other similar refuse and same must not be thrown, piled or stored in the strata lot or on common property. Any expenses incurred by the Strata Corporation to remove such refuse will be charged to the strata lot owner.
- 4.2 A resident must ensure that:
- (a) ordinary household refuse and garbage is securely wrapped in leak-proof bags, tied and placed in the refuse and recycling containers, which are located in the parkade;
 - (b) recyclable household garbage and refuse, including corrugated cardboard, must be sorted and deposited in the appropriate recycling container.

- (c) material to be discarded that do not fall into the category of recyclable or ordinary household refuse and garbage, such as, but not limited to furniture, appliances, mattresses and household accessories, is removed from the strata lot and common property at his/her own expense to an appropriate location in the city for disposal.

WINDOW COVERINGS

4.3 Only material off-white in colour is used as a window covering. Without limiting the generality of the foregoing, a resident shall ensure that:

- (a) curtains, drapes or blinds, visible from the outside of the building, are white or off-white in colour or are lined with a white or off-white coloured material to ensure that the exterior appearance of the building is not altered by the hanging of coloured curtains, drapes or blinds; and
- (b) only off white-coloured material is used as a sun shield on the exterior of the windows during the months of May through October.

5.0 USE OF PROPERTY

5.1 A resident 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) interferes with resident's rights to use and enjoy their strata lot, the common property, or common assets;
- (d) is illegal or injurious to the reputation of the Strata Corporation;
- (e) is contrary to the strata plan's identified or implied use of a strata lot, the common property, the limited common property or the common assets.

5.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the 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*.

5.3 Portable or built-in laundry equipment is not permitted to be kept, used or stored in any strata lot and no further requests from owners to install clothes washing machines or dryers will be approved by the Strata Council. An owner who contravenes this Bylaw shall be subject to a fine of two hundred (\$200.00) dollars.

5.4 A resident shall not use or install on or about the strata lot any window or balcony guards, ventilators, supplementary heating or air conditioning devices.

- 5.5 A resident must not use the common property patios, balconies, or decks to:
- (a) store or install any item other than freestanding plant containers, garden furniture, gas barbecues, patio umbrellas;
 - (b) install water fountains or other garden accessories that use running water,
 - (c) hang laundry or other items from the balcony railing or on laundry drying racks,
 - (d) hang wind chimes,
 - (e) affix satellite dishes,
 - (f) house bird feeders,
 - (g) hang plants less than three (3) feet from the outer edge of the balcony railings or patio and place planters on top of the balcony railings or on top of the patio fences.
- 5.6 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
- 5.7 Except in the Strata Corporation's recreational facilities, a resident or visitor shall not use common property, the lobby or the hallways of the buildings or the parking areas for recreation purposes.
- 5.8 A resident must not permit any person(s) to play or loiter in the garden areas on common property or on land that is a common asset.
- 5.9 Residents are liable for and must therefore properly supervise the activities of visitors and children.
- 5.10 The strata lot shall not be used for commercial or professional business purposes.
- 5.11 A resident must not use, or permit to be used the strata lot except as a private dwelling home and, unless granted prior written approval by the Strata Council, a resident must not allow more than two persons to occupy a strata lot originally designated by the owner-developer as a one bedroom unit and not allow more than four persons to occupy a strata lot originally designated by the owner-developer as a two bedroom unit. For the purposes of this Bylaw, a 'person' is defined to include children, but excludes visitors staying with an owner, occupant, or tenant of a strata lot for less than 90 days.
- 5.12 An owner or occupant who alleges hardship with the passage of Bylaw 5.11 may make a written application to the Strata Council for permission to be exempt from Bylaw 5.11 and the Strata Council must not unreasonably refuse the application.
- 5.13 An owner shall indemnify and save harmless the Strata Corporation from the expense rendered necessary for any maintenance, repair or replacement to the common property, the limited common property, common assets or to any strata lot

by the owner's act, omission, negligence or carelessness, or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner.

- 5.14 A resident must ensure that no objects or articles of any kind are hung or displayed from windows, balconies or other parts of the building in a manner to be visible from the outside of the building.
- 5.15 Awnings, shade-screens, radio or television antennae or satellite discs, shall not be hung from or attached to the exterior of a strata lot or on the common property.
- 5.16 No flammable or offensive material, including but not limited to cigarettes, matches or barbecue residue, shall be thrown from a balcony, stairway, or other part of the strata lot or common property.
- 5.17 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind or throw anything from any balcony, window, stairway or other part of a strata lot or common property.

6.0 PETS AND ANIMALS

- 6.1 A resident or visitor must not keep any pets on/in a strata lot, on common property, on limited common property, or on land that is a common asset, with the exception of an authorized assistive animal (e.g. a Guide Dog).
- 6.2 'Pets' shall be defined as, but not limited to, all animals including amphibians, birds, cats, dogs, domestic animals, fish, mammals, game, livestock, reptiles, or wildlife.
- 6.3 A resident must not feed birds, rodents or other wild animals from any strata lot, limited common property or land that is a common asset. No bird feeders of any kind are permitted on balconies, strata lots, common property or land that is a common asset.

7.0 NON-SMOKING

- 7.1 A resident or visitor must not smoke on common property with the exception of a strata lot's balcony or patio.
- 7.2 Contravention of the non-smoking Bylaw will result in a fine of two hundred (\$200.00) dollars charged to the owner of the strata lot.

8.0 PARKING AND PARKING AREAS

8.1 A resident must park his/her vehicle in the one (1) parking stall assigned by the Strata Corporation to that resident's strata lot.

8.1(a) An entry remote control device shall not be left in a parked vehicle. Any damage resulting from a contravention of this bylaw shall be the responsibility of and at the expense of the strata lot owner.

8.2 An owner may lease only his/her one (1) assigned parking stall to another NW-2036 resident. The one (1) parking stall assigned to a strata lot shall not be rented or leased to non-residents.

8.3 An owner exercising Bylaw 8.2 must inform the Strata Corporation of the name and address of registered owner who is leasing the parking stall for his/her strata lot.

8.4 Vehicles of any kind parking in any stall in the underground parking area must have a valid license plate and/or decal or the resident must provide the Strata Corporation with proof of valid storage and liability coverage (not less than \$1,000,000) insurance. In addition to any fines levied under Bylaw 2, the Strata Corporation may arrange for towing of any non-compliant vehicle seven (7) days after written notice has been given to the resident. All towing costs involved are the responsibility of the owner of the vehicle.

8.5 In the event that an unauthorized vehicle is parked in a resident's assigned parking stall, the Strata Corporation will notify the resident and may have the vehicle towed.

8.6 Without the written permission of the Strata Council, a resident is not permitted to park or store any oversized commercial trucks, recreational vehicles, including but not limited to boats, trailers and campers, on common property, limited common property or land that is a common asset.

8.7 A resident or visitor must not permit a vehicle to be parked or to be left unattended in a manner that interferes with the common property, parking stalls, access lanes or 'No Parking' zones. Those in contravention of Bylaw 8.7 may be fined and the vehicle towed at the vehicle owner's sole risk and expense.

8.8 A resident or visitor must not:

(a) use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds); or

(b) work on vehicles involving any automotive fluids or paints, motor tune-ups or mechanical repairs (except in an emergency).

- 8.9 A resident or visitor operating a vehicle in the underground parking area must activate the vehicle's headlights and must not exceed the posted speed limit of 10 km/hr.
- 8.10 Designated area for vehicle washing, is for the exclusive use of residents: and
- (a) A resident must wash his/her vehicle only in the designated car wash area.
 - (b) Upon completion of the vehicle washing, the resident must leave the car wash promptly and shall ensure the area is clean.
 - (c) Vehicles left unattended in the car wash area may be towed at the vehicle owner's sole risk and expense.
- 8.11 A resident must promptly, and at his/her expense clean up and remove any oil, or other substance which spills or leaks onto the common property, limited common property or land that is a common asset. After seven (7) days notice from the Strata Corporation, the Strata Corporation will arrange for the cleaning and the resident responsible shall pay all cleanup costs.
- 8.12 The parkade shall not be used for storage of items including, but not limited to oilcans, batteries, tires, mattresses and box springs, appliances, and discarded or unwanted furniture.

9.0 RENTAL OF PARKING

- 9.1 A resident may, upon payment of a monthly fee (\$30.00), be assigned one (1) additional underground parking stall to accommodate a second vehicle that is owned by the resident, provided that an additional parking stall is available.

10.0 MOVING AND CHANGE OF OWNERSHIP

- 10.1 Residents are restricted to move in or move out of a strata lot between the hours of 8:00 a.m. to 4:00 p.m. and 6:00 p.m. to 10.00 p.m. Monday to Sunday. There are no move-ins or move-outs on statutory holidays.
- 10.2 A resident must provide seven (7) days written notice to the Strata Council and/or the Caretaker explaining all of the details of each intended move-in or move-out of a strata lot.
- 10.3 One elevator shall be locked off by the Caretaker who will also install the elevator curtains. The elevator will be locked out of service only during the time the actual move is in progress. The resident must inform the Caretaker when the move has been completed.
- 10.4 Failure of a resident to provide the Strata Council and/or the Caretaker with the required written move-in/move-out notice explained in Bylaw 10.2 may result in the move being denied or having to be rescheduled.

- 10.5 All residents moving into a strata lot must pay, in the form of a cheque made out to Strata Plan NW-2036 - Brent Gardens, a non-refundable fee of one hundred (\$100.00) dollars, which must be delivered to the Strata Corporation through the property management agent on or before the confirmed date of the intended move.
- 10.6 During a move-in or move-out, the exterior doors shall not be left unlocked or open unless the strata lot owner or designated representative is present at the door to maintain security.
- 10.7 A resident must ensure that all common areas are left damage free and clean and ensure that all hallways are vacuumed upon completion of the move.
- 10.8 Any damage caused during a move-in or move-out shall be assessed to the responsible strata lot owner.

INFORM THE STRATA CORPORATION

- 10.9 Within fourteen (14) days of a move-in, a new owner must provide written notification to the Strata Corporation, through the Property Management Agent with the following:
 - (a) the occupant/s names and contact phone numbers,
 - (b) the strata lot number,
 - (c) the assigned parking stall number, and the assigned locker number; and
 - (d) the owner's mailing address, if other than in Strata Plan NW-2036.
- 10.10 Within two (2) weeks of leasing the strata lot, the owner must provide the Strata Corporation with a completed copy of the signed FORM K - Notice of Tenant's Responsibilities.

11.0 REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

- 11.1 An owner must repair and maintain the owner's strata lot, including, but not limited to, windows, doors and balconies, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- 11.2 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 under these Bylaws.

12.0 OBTAIN APPROVAL BEFORE ALTERING OR RENOVATING A STRATA LOT

- 12.1 An owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration or renovation to a strata lot that involves any of the following:
 - (a) the structure of a building;

- (b) the exterior of a building;
- (c) Patios, stairs, balconies or other things attached to the exterior of a building;
- (d) doors or windows 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; and
- (h) wiring, plumbing, piping, heating, and other services.

12.2 An owner applying to the Strata Corporation for permission to alter a strata lot must submit to the Strata Council:

- (a) a written detailed plan, a written description of the intended alteration/s, and a detailed list of the materials to be used, and
- (b) a copy of all applicable permits, licenses and approvals from the appropriate governmental authorities, which the owner is responsible to obtain at his/her sole cost.

12.3 A resident must not install anything, nor do any act, nor alter a strata lot in any manner, which in the opinion of the Strata Council will alter the exterior appearance of the building.

12.4 Prior to all alterations, an owner must submit to the Strata Council, through the Property Management Agent, a signed NW-2036 Assumption of Liability Agreement.

12.5 The Strata Corporation must not unreasonably withhold its approval under Bylaw 12.1 but may require as a condition of its approval that the owner agree, in writing, to take full responsibility for any expenses relating to the Alteration and to indemnify and hold harmless the Strata Corporation for any future costs in connection with the alteration.

Hard Surface Flooring

12.6 Before installing, altering or replacing hard-surface flooring in a strata lot, and must:

- (a) obtain written approval from the Strata Council;
- (b) agree to adhere to the conditions set out in Bylaws 12.2 through 12.5; and
- (c) submit signed Floor Covering Alterations & Floor Covering Release Documents to the Strata Council.

12.7 Hard surface flooring includes, but is not limited to, ceramic, vinyl, linoleum or hardwood (laminated/engineered) flooring.

- 12.8 When installing, altering or replacing hard surface flooring, an owner must use only materials that provide adequate sound insulation between strata lots as determined by the Strata Council.
- 12.9 An owner, who subsequent to the passage of Bylaws 12.1 to 12.8 inclusive, alters a strata lot without adhering strictly to these Bylaws, must:
- (a) restore the strata lot to its condition prior to the alteration at the owner's sole expense;
 - (b) if the owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation may authorize the restoration, at the expense of the owner who altered the strata lot; and
 - (c) The cost of such alteration shall be added to, and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

13.0 ENTRY INTO A STRATA LOT

- 13.1 A resident or visitor must allow a person authorized by the Strata Corporation to enter the strata lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on forty-eight (48) hours written notice that must include the date, approximate entry time and the reason for entry:
 - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair, renew, replace and maintain under these Bylaws or those items in the *Act* and those that are insured under *section 149 of the Act*, or
 - (ii) to ensure a resident's compliance with the Act, Bylaws, Rules and federal, provincial or municipal codes and regulations affecting the interests of the Strata Corporation, such as, but not limited, to the testing of fire alarm systems and devices contained in a strata lot.
- 13.2 In the event of an emergency occurring in a strata lot where the resident cannot be contacted, access for the protection of common property, other strata lots or for safety reasons, will be gained by force. Any expenses incurred will be the responsibility of the owner of the strata lot.
- 13.3 A person authorized by the Strata Corporation to enter a strata lot for the purpose of maintaining, repairing, renewing or inspecting common property:
- (a) shall make good any damage to the strata lot occasioned by such work; and

- (b) must restore the strata lot to its former condition, leaving the strata lot clean and free from debris.

13.4 As provincial and municipal regulations require that fire safety devices installed in a strata lot be inspected on an annual basis, residents must comply with the following:

- (a) residents will be notified of the dates and times and the strata lots due for inspection by notices posted by the Strata Agent or fire service firm and are required to allow the inspectors access to test the fire safety devices on the dates and times stated in the notice; and
- (b) residents who cannot be in attendance at their strata lot on the specified dates and times shall make arrangements with the Caretaker to allow access for the inspection.

14.0 OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY

14.1 An owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration to common property, including limited common property, or common assets.

14.2 An owner, as part of his/her application to the Strata Corporation for permission to alter common property, limited common property or common assets must:

- (a) submit, in writing, detailed plans and description of the intended alteration to the Strata Council;
- (b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the Strata Council.

14.3 The Strata Corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

- (a) that the owner agree in writing to take full responsibility for any expenses relating to the alterations;
- (b) that the owner provide at the request of the Strata Corporation evidence of appropriate insurance coverage relating to the alterations;
- (c) that alterations be done in accordance with the design or plans approved by the Strata Council or its duly authorized representatives,
- (d) that the standard of work and the quality of materials be not less than that of the existing structures and the limits of each that are set out in other specific Bylaws;
- (e) that all work and materials necessary for the alteration be at the sole expense of the owner;

- (f) from the time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets, the owner, for so long as he/she remains an owner must, be responsible for all present and future:
 - (i) maintenance, repairs, and replacements,
 - (ii) increases in insurance; and
 - (iii) damage suffered, or cost incurred by the Strata Corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets,

- (g) the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the Strata Corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration, and
 - (i) any costs or expenses incurred by the Strata Corporation as the result of such claim or demand outlined in Bylaw 14.3(e) will be the responsibility of the strata lot owner who has benefited from the alteration; and
 - (ii) the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the due date of payment of monthly strata fees.

14.4 An owner who has altered common property, limited common property or common assets prior to the passage of these Bylaws shall be subject to their content and intent, to the extent, that any damages suffered or costs incurred by the Strata Corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.

14.5 An owner who, subsequent to the passage of Bylaws 14.1 to 14.3 inclusive, alters common property or limited common property without adhering strictly to these Bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be charged to the owner and it becomes payable the first day of the month following the date on which the cost was incurred.

PREARRANGEMENTS FOR ALL ALTERATIONS

- 14.6 A resident must provide written notification to the Strata Council or Caretakers of the scheduled arrival of tradespersons and the scope of the job to be done at least two (2) working days prior to any work being done.
- 14.7 The tradespersons must ensure the appropriate protection of the common property for the job being done.
- 14.8 Tradespersons entering the building must be licensed and bonded.
- 14.9 A resident must not permit any construction debris, material, or packaging to be deposited anywhere on the common property or in the Strata Corporation's disposal/garbage containers. The resident or authorized trades person shall remove all construction waste from the property.
- 14.10 A resident must ensure that the common property is completely cleaned and free of debris on a daily basis until the authorized alteration/renovation is completed.
- 14.11 A resident is permitted to do alteration, renovation, or construction work between the hours of 8:00 A.M. to 6:00 P.M. Monday to Saturday and 10:00 A.M. to 5:00 P.M. on Sundays and Statutory Holidays and in accordance with Municipal Laws and Guidelines that may change from time to time.
- 14.12 An owner in contravention of Bylaws 14.6 to 14.11 (inclusive) shall be subject to a fine of two hundred (\$200.00) dollars for each contravention, as well as be responsible for any clean up or repair costs.

POWERS AND DUTIES OF THE STRATA CORPORATION

15.0. REPAIR AND MAINTENANCE OF PROPERTY BY THE STRATA CORPORATION

- 15.1 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 often than once a year, and
 - (ii) the following no matter how often the repair or maintenance ordinarily occurs:
 - A. the structure of the buildings;
 - B. the exterior of the buildings;
 - C. venting,
 - D. stairs;

- E. patios, balconies and other things attached to the exterior of the buildings;
 - F. doors, windows and skylights on the exterior of the buildings or that front on the common property,
 - G. fences, railings and similar structures that enclose patios, balconies, decks, and yards.
- (d) a strata lot, but the duty to repair and maintain it is restricted to:
- (i) the structure of the buildings;
 - (ii) the exterior of the buildings;
 - (iii) venting, patios, stairs, balconies and other things attached to the exterior of the buildings, or that front on common property;
 - (iv) doors, windows, and skylights on the exterior of the buildings; and
 - (v) fences, railing, glass and similar structures that enclose patios, balconies and yards.

STRATA COUNCIL

16.0 MEMBERS ON STRATA COUNCIL

16.1 The Strata Council must have at least five (5) and not more than seven (7) elected members.

16.2 A quorum of the council is:

- (a) three (3), if the council consists of five (5) or six (6) members, and
- (b) four (4), if the council consists of seven (7) members.

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

17.0 ELIGIBILITY FOR STRATA COUNCIL

17.1 The following persons are eligible to sit on the Strata Council:

- (a) an owner;
- (b) the spouse of an owner, but not at the same time as the owner as per Section 29 of the Act; and
- (c) tenants who under Sections 147 and 148 of the Act have been assigned a landlord's right to stand for council.

17.2 No person may stand for Strata Council or continue on Strata Council with respect to a strata lot if:

- (a) the Strata Corporation is entitled to register a lien against that strata lot under Section 116 (1) of the Act; or
- (b) there are amounts owing to the Strata Corporation charged against the strata lot in respect of maintenance fees, special levies, bank charges, fines, penalties, interest or costs, including the legal costs of remedying a contravention of the Bylaws or Rules.

18.0 TERM OF OFFICE

- 18.1 A council member's term of office is one year and the term ends at each Annual General Meeting when a new Council is elected.
- 18.2 A council member, whose Strata Council term is ending, is eligible for re-election and can be nominated to serve for another year.
- 18.3 A council member, after serving four (4) consecutive years, shall step down for a period of one (1) year before seeking re-election to Strata Council.

19.0 REMOVING A STRATA COUNCIL MEMBER

- 19.1 At an Annual or Special General Meeting, the Strata Corporation may remove one or more council members by a resolution passed by at least two-thirds (2/3) of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.
- 19.2 After removing a council member, the Strata Corporation may hold an election at the same Annual or Special General Meeting to replace the council member for the remainder of the term.
- 19.3 The Strata Council may remove a member of the Strata Council, by the unanimous vote of the remaining members, before the expiration of their term of office and may appoint another owner in their place, to hold office until the next Annual General Meeting.
- 19.4 An owner shall cease to be a member of the Strata Council in the event that the owner:
 - (a) provides to the Strata Corporation notice in writing stating his/her intent to resigns his/her office;
 - (b) ceases to be an owner;
 - (c) becomes bankrupt;
 - (d) becomes ineligible by a contravention of the conditions set out in Bylaws 17.1 and 17.2; or
 - (e) becomes incapable of carrying out the required duties.

20.0 REPLACING A STRATA COUNCIL MEMBER

- 20.1 If a council member resigns or is unwilling or unable to act for a period of two (2) consecutive months, the remaining members of the council may immediately appoint a replacement council member for the remainder of the member's term.
- 20.2 A replacement council member may be appointed by any person eligible to sit on council.
- 20.3 The council may appoint a replacement council member under Bylaw 20.2 even if the remaining members on council do not constitute a quorum under Bylaw 16.2.
- 20.4 If all members of the council resign or are unwilling or unable to act, 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 (Division 4, section 45), the Regulations and the Bylaws* respecting the calling and holding of meetings.

21.0 OFFICERS OF THE STRATA COUNCIL

- 21.1 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.
- 21.2 A person may hold more than one office at a time, other than the offices of President and Vice President.
- 21.3 The Vice President has the powers and duties of the President:
- (a) while the President is absent or is unwilling or unable to act;
 - (b) if the President is removed, or
 - (c) for the remainder of the President's term if the President ceases to hold office.
- 21.4 The strata council may vote to remove an officer.
- 21.5 If an officer other than the President is removed, resigns, is unwilling or unable to act, the council members may elect a replacement officer from among themselves for the remainder of the term.

22.0 CALLING STRATA COUNCIL MEETINGS

- 22.1 Any council member may call a council meeting by giving the other council members at least one (1) week's notice of the meeting, specifying the reason for calling the meeting.
- 22.2 The notice in Bylaw 22.1 does not have to be in writing.
- 22.3 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.

22.4 The Strata Council must inform owners about a council meeting as soon as possible after the meeting has been called.

23.0 REQUISITION OF A STRATA COUNCIL HEARING

23.1 By application in writing, an owner may request a hearing at a Strata Council meeting stating the reasons for the request.

23.2 If a hearing is requested under Bylaw 23.1, the Strata Council must hold a meeting to hear the applicant within two (2) months of the date of receipt by the council of the written application.

23.3 If the purpose of the hearing is to seek a decision of the Strata Council, the council must give the applicant a written decision within three (3) weeks of the hearing.

24.0 COUNCIL MEETINGS

24.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

24.2 At the option of the council, Strata Council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

24.3 Council members are deemed to be present in person if a Strata Council meeting is held by electronic means.

24.4 After receiving approval from Strata Council, an Owner may attend a Strata Council meeting to observe business other than that dealing with the following issues:

- (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 Strata Council's opinion, unreasonably interfere with an individual's privacy.

25.0 VOTING AT COUNCIL MEETINGS

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

26.0 MEETING MINUTES

- 26.1 The Strata Council must circulate to or post for owners, the minutes of all Strata Council meetings within four (4) weeks of the meeting, whether or not the minutes have been approved.
- 26.2 The minutes of Strata Council meetings are to be posted in each building.

27.0 DELEGATION OF STRATA COUNCIL'S POWERS AND DUTIES

- 27.1 Subject to Bylaws 27.2, 27.3 and 27.4 and subject to any restriction imposed or direction given at a General Meeting of the Strata Corporation, the Strata Council may delegate some or all of its powers and duties to one or more council members or committee persons who are not members of the council, and may revoke the delegation, including, but not limited to, creating committees to address the following:
 - (a) security;
 - (b) landscaping,
 - (c) building;
 - (d) bylaws;
 - (e) contract review;
 - (f) finance; and
 - (g) children.
- 27.2 The council may delegate its spending powers or duties, but only by a resolution that:
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (b) delegates the general authority to make expenditures in accordance with Bylaw 27.3.

- 27.3 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.

27.4 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;
- (c) whether a person should be denied access to a recreational facility; or
- (d) whether an owner should be granted an exemption from a rental restriction Bylaw under section 144 of the Act.

28.0 EXPENDITURES AND SPENDING RESTRICTIONS

28.1 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 and those contained in Part 6 of the Act.

28.2 Except in the case of an emergency, any work project costing in excess of ten thousand (\$10,000.00) dollars shall be authorized by the Strata Corporation if:

- (a) it falls within the NW-2036 - Brent Gardens' Capital Projects' Cost Plan; and
- (b) the expenditure has been approved by a majority vote of the Strata Council.

28.3 An expenditure is allowed to be made out of the operating fund if the expenditure, together with all other unapproved expenditures in the same fiscal year, is less than ten thousand (\$10,000.00) dollars, as outlined in The Act, Part 6, Division 1, sections 96, 97 and 98.

28.4 If the Strata Corporation makes an unapproved expenditure, the Strata Corporation must inform the owners as soon as feasible regarding any expenditure of more than five thousand (\$5,000.00) dollars for any single item.

28.5 For expenditures in excess of twenty thousand (\$20,000.00) dollars, at least three (3) cost quotations are required except in the case of an emergency.

28.6 Upon the expiration of any contract, a minimum of two tenders shall be reviewed by the Strata Council before a new contract is awarded.

29.0 LIMITATION ON THE LIABILITY OF A STRATA COUNCIL MEMBER

- 29.1 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.
- 29.2 Bylaw 29.1 does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.
- 29.3 All acts done in good faith by the Strata Council are, even if it is discovered after the fact that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

ANNUAL AND SPECIAL GENERAL MEETINGS

30.0 QUORUM FOR ANNUAL AND SPECIAL GENERAL MEETINGS

- 30.1 A quorum for an Annual or Special General Meeting is the eligible voters holding one third (1/3) of the Strata Corporation votes, present in person or by proxy.
- 30.2 If within one half (1/2) hour from the time appointed for an Annual or Special General Meeting, a quorum is not present, the meeting stands adjourned for one half (1/2) hour. Within the next one half (1/2) hour on the same day and at the same place from the time of the adjournment, the eligible voters present in person or by proxy shall constitute a quorum and the meeting shall reconvene.

31.0 PERSON TO CHAIR THE ANNUAL OR SPECIAL GENERAL MEETING

- 31.1 Annual and Special General Meetings must be chaired by the President of the Strata Council.
- 31.2 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.
- 31.3 If neither the President nor the Vice President of the Strata Council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons, eligible to vote, who are present at the meeting.

32.0 PARTICIPATION IN ANNUAL AND SPECIAL GENERAL MEETINGS

- 32.1 Owners may attend Annual and Special General Meetings, whether or not they are eligible to vote.
- 32.2 Owners who are not eligible to vote:
- (a) may not participate in the discussion at a meeting,

- (b) will not be counted in the quorum of the meeting,
- (c) will not be issued a voting card; and
- (d) before the commencement of the meeting, must inform the Chairperson that they are ineligible to vote.

32.3 Owners 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.

33.0 VOTING AT ANNUAL AND SPECIAL GENERAL MEETINGS

33.1 At an Annual or Special General Meeting, voting cards must be issued to eligible voters.

33.2 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.

33.3 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.

33.4 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.

33.5 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.

33.6 Despite anything in Bylaws 33.1 to 33.6, inclusive, an election of Strata Council or removal of a Strata Council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

33.7 Except on matters requiring an unanimous vote, an owner will not be entitled to vote at an Annual or Special General Meeting if:

- (a) the Strata Corporation is entitled to register a lien against the strata lot under the Act, section 116 (1) and/or
- (b) there are amounts owing to the Strata Corporation in respect of administration fees, bank charges, fines, penalties, interest or the costs, including legal costs of remedying a contravention of the Bylaws or the Rules.

34.0 ORDER OF BUSINESS AT ANNUAL OR SPECIAL GENERAL MEETINGS

34.1 The order of business at Annual and Special General Meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;

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

DISPUTES

35.0 VOLUNTARY DISPUTE RESOLUTION

35.1 A dispute among residents, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:

- (a) all the parties to the dispute consent; and
- (b) the dispute involves the Act, the Regulations, the Bylaws or the Rules.

35.2 A dispute resolution committee consists of:

- (a) one resident of the Strata Corporation nominated by each of the disputing parties and one resident chosen to chair the committee by the persons nominate 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.

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

EMPLOYEES/CONTRACTORS

36.0 STRATA CORPORATION EMPLOYEES - CONTRACTORS

- 36.1 The Strata Council must request that any person applying within the Strata Corporation for any paid position, contractually or as an employee, shall fully disclose in writing to the Strata Council with a copy sent to the Property Management Agent, any relationship or association with any presently employed or contracted person, and/or resident of NW-2036.

SMALL CLAIMS COURT PROCEEDINGS

COURT PROCEEDINGS

- 37.1 The Strata Corporation may proceed under the *Small Claims Act (British Columbia)* without further authorization by the owners, to recover from an owner or another person, by action in debt in Small Claims Court, money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of Bylaws or rules 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.

INSURANCE

STRATA LOT INSURANCE

- 38.1 Residents are responsible for obtaining and maintaining insurance on their contents that includes strata lot improvements and betterments, and carries third party liability insurance coverage for their individual strata lot.

INSURING AGAINST MAJOR PERILS

- 39.1 The Strata Corporation must insure against major perils, as set out in Strata Property Regulation 9.1 (2), including, without limitation, earthquakes.

MARKETING ACTIVITIES BY OWNERS AND OCCUPANTS

SALE OF A STRATA LOT

- 40.1 Real estate signs, no larger than 8.5 by 11.0 (letter-sized paper), are permitted to be displayed in the following locations designated by the Strata Corporation for real estate signs:
- (a) the lobby bulletin boards; and
 - (b) the glass case at the entrance to the Tower.

RENTING/LEASING STRATA LOTS

41.0 RENTAL LIMITATION:

- 41.1 Before the possession of a strata lot by a tenant, the owner must deliver to the tenant the current Bylaws and the Rules of the Strata Corporation and a FORM K - Notice of Tenant's Responsibilities.
- 41.2 Within two (2) weeks of leasing the strata lot, the landlord must give the Strata Corporation a copy of the FORM K- Notice of Tenant's Responsibilities signed by the tenant, in accordance with Section 146 of the Strata Property Act.