

THE POINT

Strata Plan – BCS 2429

BYLAWS

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Part 1 – Separate Sections

Commercial Section

- 1.1 The Owners of all non-residential strata lots, being strata lots ____ to ____ will form a separate section within the Strata Corporation consisting of all the non-residential strata lots in the Strata Plan and bearing the name “Section 1 of the Owners, Strata Plan _____” (the “Commercial Section”)

Residential Section

- 1.2 The Owners of all residential strata lots, being strata lots ____ to ____ will form a separate section within the Strata Corporation consisting of all the residential strata lots in the Strata Plan and bearing the name “Section 2 of the Owners, Strata Plan _____” (the “Residential Section”). In these Bylaws, strata lots ____ to ____ are referred to as the “Live/Work Lots”.

Administration of Sections

- 1.3 (1) The Residential Section must elect an executive in the manner described in Part 7 of these Bylaws.
- (2) The Commercial Section must elect an executive in the manner described in Part 8 of these Bylaws.
- (3) With respect to matters that relate solely to a separate section, each section is a Corporation and has the same powers and duties as the Strata Corporation to enter into contracts in the name of or on behalf of such section, and to enforce Bylaws and Rules.
- (4) Each section may make Rules governing the use, safety and condition of the limited common property designated for the exclusive use of such section.
- (5) Each of the Commercial Section and the Residential Section may obtain insurance only:
- (a) against perils that are not insured by the Strata Corporation; or
 - (b) for amounts that are in excess of amounts that are insured by the Strata Corporation

Each section has the same insurable interest as the Strata Corporation has in properly contained within such section.

Payment and Collection of Section Fees

- 1.4 (1) Each of the Commercial Section and the Residential Section are entitled to establish its own operating fund and Contingency Reserve Fund for common expenses of the section including expenses relating to the limited common property designated for the exclusive use of all of the strata lots in such section.
- (2) The executive of each section will prepare an annual budget of section expenses which is to be included as part of the annual budget prepared by the Strata Corporation for approval at Annual General Meetings. The Strata Fees payable by the Owners will include the fees owing to the Strata Corporation and the fees owing to the Owner's separate section.

- (3) Upon receipt each month of Strata Fees from the Owners, the Strata Corporation will deposit into separate accounts that portion of such fees which is applicable to the Strata Corporation operating fund, the Strata Corporation Contingency Reserve Fund, the operating fund of the applicable section and the Contingency Reserve Fund, of the applicable section.
- (4) Only authorized signatories for each of the Commercial Section and the Residential Section will be entitled to withdraw funds from the operating fund and the Contingency Reserve Fund for their respective sections.
- (5) Special levies approved by a separate section will be payable by the Owners in such section to the Strata Corporation which will pay such Special Levy into the operating fund or the Contingency Reserve of such section, as requested by such section.
- (6) At the request of a separate section, the Strata Corporation will register a lien against an Owner's strata lot if section fees have not been paid to the Strata Corporation as part of such Owner's Strata Fees or if a Special Levy approved by a separate section has not been paid by such Owner.

Repair and Maintenance of Property by Separate Sections

- 1.5 Each of the Commercial Section and the Residential Section must repair and maintain all of the limited common property appurtenant to such section, but the duty to repair and maintain does not include repair and maintenance of the following (which are the responsibility of the Strata Corporation):
 - (1) repair and maintenance that in the ordinary course of events occurs less than once a year;
 - (2) the structure of a building;
 - (3) the exterior of a building;
 - (4) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (5) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property, (including, without limitation, the entrance doors to strata lots); and
 - (6) fences, railings and similar structure that enclose patios, balconies and yards.

The Residential Section will not alter or improve any limited common property or any improvements thereon in such a manner so as to limit access to, impair the visibility of or obstruct a non-residential strata lot or a Live/Work Lot otherwise have a negative impact on the business carried on, in and from a non-residential strata lot or Live/Work Lot.

Part 2 – Duties of Owners of All Strata Lots, Tenants, Occupants and Visitors

2.1 Payment of Strata Fees

- (1) An Owner must pay Strata Fees to the Strata Corporation on or before the first day of the month to which the Strata Fees relate. The Strata Fees will be made up of the fees owing to the Strata Corporation and the fees owing to the Owner's separate section as set out in the approved budget.
- (2) If an Owner is late in paying his or her Strata Fees, the Owner must pay to the Strata Corporation interest on the late payment in the amount of 10% per annum compounded annually and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid.

2.2 Repair and Maintenance of Property by Owner

- (1) An Owner must repair and maintain the Owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- (2) 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.

2.3 Use of Property

- (1) An Owner, tenant, occupant, employee or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance, disturbance or hazard to another person, including guests or customers of a non-residential strata lot or Live/Work lot.
 - (b) causes unreasonable or repetitive noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan, except that Live/Work lots may be used for commercial purposes. .
- (2) An Owner, tenant, occupant, employee or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these Bylaws or insure under the Strata Property Act.
- (3) When the purpose for which a residential strata lot (excluding any Live/Work lot) is intended to be used is shown expressly or by necessary implication on or by the registered Strata Plan, an Owner will not use his or her strata lot for any other purpose or permit it to be so used.
- (4) An Owner of a residential strata lot who has or installed hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding waling on such flooring with hard shoes.

2.4 Inform Strata Corporation

- (1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, strata lot number and mailing address outside the Strata Plan, if any.
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.

2.5 Obtain Approval Before Altering a Strata Lot

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common

property. (i.e. including, for example, adding security devices to the entrance door to a strata lot).

- (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) parts of the strata lot which the Strata Corporation must insure under the Strata Property Act including, without limitation, fixtures installed by the Owner Developer as part of the original construction of a strata lot (e.g. the original wall-to-wall carpeting).

- (2) The Strata Corporation must not unreasonably withhold its approval under Bylaw 2.5(1) but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) An Owner must not do, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the Owner or occupant to do any act, nor alter, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the Owner or occupant to alter his or her strata lot, in any manner, which, in the opinion of the Strata Council will alter the exterior appearance of this building.
- (4) Notwithstanding the foregoing, an Owner or operator of a non-residential strata lot will not be required to obtain the written approval of the Strata Corporation before altering the non-residential strata lot, or permitting it to be altered, provided that any such alteration is in accordance with all applicable Bylaws and Rules and Regulations of the City of New Westminster and any other relevant governmental authority.

2.6 Obtain Approval Before Altering Common Property

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the Strata Corporation, evidence of appropriate insurance coverage relating to the alteration.
- (3) Notwithstanding the foregoing, an Owner of a non-residential strata lot will not be required to obtain the written approval of the Strata Corporation before making an alteration to limited common property designated for that non-residential strata lot, or permitting such an alteration provided any such alteration is in accordance with all applicable Bylaws and Rules and Regulations of the City of New Westminster and any other relevant governmental authority.

2.7 Permit Entry to Strata Lot

- (1) An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice,
 - (c) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure under the Strata Property Act; and
 - (d) to ensure compliance with the Strata Property Act and these Bylaws.
- (2) The notice referred to in Bylaw 2.7(1)(b) must include the date and approximate time of entry, and the reason for entry.

- (3) In exercising the rights under this Bylaw 2.7, the Strata Corporation will not unreasonably interfere with the operation of any occupant of a non-residential strata lot or any occupant of a Live/Work lot, provided such Live/Work lot is being used for commercial purposes and the exercise of the Strata Corporation's rights under this Bylaw 2.7 might adversely affect the use of such Live/Work lot for commercial purposes.

2.8 Compliance with Bylaws

- (1) An Owner, tenant, occupant, employee or visitor must comply strictly with these Bylaws and with any Rules adopted by the Strata Corporation or either of the separate sections applicable to such Owner from time to time.

2.9 Pets

- (1) An Owner or occupant of a residential strata lot that keeps a dog, cat or other non-caged animal in his or her strata lot, either permanently or temporarily, will register that pet with the Strata Council by providing to the Strata Council a written notice, signed by the Owner, setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the Owner of the pet and the licence number of the pet (when the pet is required to be licensed) and will only keep a pet in his or her strata lot in compliance with these Bylaws.
- (2) An Owner, tenant, occupant, employee or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (3) No Owner or occupant of a strata lot will permit his or her pet to urinate or defecate on the common property or on any limited common property and if any pet does urinate or defecate on the common property or on any limited common property, the Owner or occupant will immediately and completely remove all of his or her pet's waste from the common property or limited common property, as the case may be and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the Strata Corporation, any special cleaning is required as a result of the pet urinating or defecating, the Owner or occupant will pay all costs of such special cleaning.
- (4) An Owner of a strata lot whose guest, employee or invitee brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the guest or invitee complies with all requirements of these Bylaws as they relate to pets and will perform all of the duties and obligations with respect to that animal as set out in these Bylaws as if the animal were one kept by the Owner or occupant in his or her strata lot.
- (5) The Strata Corporation may require removal by an Owner or occupier of any residential strata lot of any pet or other animal kept by the Owner or occupier in a strata lot if such pet or animal, in the opinion of the Strata Council, constitutes a nuisance to any Owner or occupier of a strata lot or causes danger or damage to any Owner or occupier of a strata lot or to any property of the Strata Corporation or an Owner or occupier of a strata lot.

2.10 Claims on Insurance Policies

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

2.11

In the event that loss or damage occurs to a strata lot, common property, limited common property or common facilities that give rise to a valid claim under the Strata Corporation's insurance policy, the Owner of the strata lot from which the damage originated is responsible for the deductible portion of the Strata Corporation's policy relative to the loss or damage.

2.12

An Owner is deemed responsible for any loss or damage caused to a strata lot, common property, limited common property or common facilities where the cause originated in their strata lot and the cost of repairing the resultant damage is under the Strata's deductible.

2.13

In the event that an Owner or any member of their family or their guests, servants or agents cause damage to a strata lot, common property, limited common property or common facilities and the damage so caused 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.

2.14

For the purpose of this Bylaw, any amount which an Owner is responsible to pay shall be assessed against the Owner's Strata account.

2.15 Amenities

- (1) Amenities are for the use of residents and accompanying guests only.
- (2) No commercial activity is permitted in any of the amenities.
- (3) No pets are allowed in any amenities' areas.
- (4) No alcohol is permitted in the lounge/party room, media room, pool, hot tub, sauna or gym.
- (5) Hours of operation for the amenities are as stated in the Rules and Regulations.

PART 3 -- Powers and Duties of Strata Corporation and Council

3.1 Repair and Maintenance of Property by Strata Corporation

- (1) The Strata Corporation must repair and maintain all of the following:
 - (1) common assets of the Strata Corporation;
 - (2) common property that has not been designated as limited common property;
 - (3) limited common property, (except for repair and maintenance that is the responsibility of a separate section under Bylaw 1.5) but the duty to repair and maintain it is restricted to:
 - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (b) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;

- (D) doors, windows and skylights (including casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property (including, without limitation, the entrance doors to strata lots);
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (4) A strata lot in a Strata Plan that is not a bare land Strata Plan, but the duty to repair and maintain it is restricted to
- (a) the structure of a building,
 - (bi) the exterior of a building,
 - (c) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (d) doors, windows and skylights (including casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property; and
 - (e) fences, railings and similar structures that enclose patios, balconies and yards.
- (5) The Strata Corporation shall not alter or improve any common property or any improvements thereon in such a manner so as to limit access to, impair the visibility of or obstruct a non-residential strata lot or Live/Work lot (provided the Live/Work lot is being used for commercial purposes) or otherwise have a negative impact on the business carried on, in and from the non-residential strata lot or Live/Work lot.

3.2 Council Size

- (1) The Council must have at least 3 and not more than 7 members. One membership spot on Council will be reserved for a representative of the commercial section who, if nominated by the commercial section, shall be deemed to be elected by acclamation, but the commercial section is not required to be represented on Council if there is no candidate put forward by the commercial section and the commercial section may have more than one representative on Council if elected in the ordinary course.

3.3 Council Members' Terms

- (1) The term of office of a Council member ends at the end of the Annual General Meeting at which the new Council is elected.
- (2) A person whose term as Council member is ending is eligible for reelection.

3.4 Removing Council Member

- (1) Unless all the Owners are on the Council, the Strata Corporation may, by a resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more Council members.
- (2) After removing a Council member, the Strata Corporation must hold an election at the same Annual or Special General Meeting to replace the Council member for the remainder of the term.
- (3) No person may stand for Council or continue to be on Council with respect to a strata lot if the Strata Corporation is entitled to register a lien against the strata lot under the Strata Property Act.

3.5 Replacing Council Member

- (1) If a Council member resigns or is unwilling or unable to act for a period of 2 or more months,

the remaining members of the Council may appoint a replacement Council member for the remainder of the term.

- (2) A replacement Council member may be appointed from any person eligible to sit on the Council.
- (3) The Council may appoint a Council member under this Bylaw 3.5 even if the absence of the member being replaced leaves the Council without a quorum.
- (4) If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a Special General Meeting to elect a new Council by complying with the provisions of the Strata Property Act, the regulations and the Bylaws respecting the calling and holding of meetings.

3.6 Officers

- (1) At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a President and a Vice-President, a Secretary and a Treasurer.
- (2) A person may hold more than one office at a time, other than the offices of President and Vice-President and may elect a Secretary and a Treasurer.
- (3) The Vice-President has the powers and duties of the President
 - (a) while the President is absent or is unwilling or unable to act, or
 - (b) for the remainder of the President's term if the President ceases to hold office.
- (4) If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

3.7 Calling Council Meetings

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

3.8 Requisition of Council Hearing

- (1) By application in writing, stating the reason for the request, an Owner or tenant may request a hearing at a Council Meeting.
- (2) If a hearing is requested under Bylaw 3.8(1), the Council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the hearing.

3.9 Quorum of Council

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

3.10 Council Meetings

- (1) At the option of the Council, Council Meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
- (2) If a Council Meeting is held by electronic means, Council members are deemed to be present in person.
- (3) Owners may not attend Council Meetings as observers unless Council, in its sole discretion, agrees to permit members to attend.
- (4) Despite Bylaw 3.10(3), no observers may attend those portions of Council Meetings that deal with any of the following:
 - (a) Bylaw contravention hearings;
 - (b) Rental Restriction Bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interferes with an individual's privacy.

3.11 Voting at Council Meetings

- (1) At Council Meetings, decisions must be made by a majority of Council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the Strata Plan, if there is a tie vote at a Council Meeting, the President may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a Council Meeting must be recorded in the Council Meeting Minutes.

3.12 Council to Inform Owners of Minutes

- (1) The Council must inform Owners of the Minutes of all Council Meetings within 2 weeks of the meeting, whether or not the Minutes have been approved.

3.13 Delegation of Council's Powers and Duties

- (1) Subject to Bylaws 3.13(2) to (4), the Council may delegate some or all of its powers and duties to one or more Council members or persons who are not members of the Council, and may revoke the delegation.
- (2) The Council may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with Bylaws

3.13(3).

- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The Council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a Bylaw or Rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

3.14 Spending Restrictions

- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these Bylaws.
- (2) Despite Bylaw 3.14(1), a Council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

3.15 Limitation on Liability of Council Member

- (1) A Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
- (2) Bylaw 3.15(1) does not affect a Council member's liability, as an Owner, for a judgment against the Strata Corporation.

3.16 Consents

- (1) Any consent, approved or permission given under these Bylaws by the Strata Council or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the Strata Property Act, the Strata Corporation may proceed under the Small Claims Act (British Columbia) against an Owner or other person to collect money owing to the Strata Corporation, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ Vote.

Part 4 -- Enforcement of Bylaws and Rules

4.1 Maximum Fine

- (1) The Strata Corporation and each separate section with respect to any Bylaw or Rule that relates solely to such section, may fine an Owner or tenant a maximum of
 - (a) \$200 for each contravention of a Bylaw, and
 - (b) \$50 for each contravention of a Rule.
- (2) Each Owner is responsible for payment, without invoice, of any money (other than Strata Fees but including Special Levies) owing to the Strata Corporation or its separate section as the case may be, as provided for in the Strata Property Act or these Bylaws and if the Owner fails to pay any money so owing within 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 \$10.00 and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the Owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the Owner.

- (3) Additional assessments, fines authorized by these Bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the Strata Corporation or a separate section, 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 or a section executive pursuant to the Strata Property Act or these Bylaws, will become part of the assessment of the Owner responsible and will 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 section.

4.2 Continuing Contravention

- (1) If an activity or lack of activity that constitutes a contravention of a Bylaw or Rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 -- Annual and Special General Meetings

5.1 Person to Chair Meeting

- (1) Annual and Special General Meetings must be chaired by the President of the Council.
- (2) If the President of the Council is unwilling or unable to act, the meeting must be chaired by the Vice-President of the Council.
- (3) If neither the President nor the Vice-President of the Council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

5.2 Participation by Other Than Eligible Voters

- (1) Tenants and occupants may attend annual and Special General Meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

5.3 Voting

- (1) At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- (2) At an Annual or Special General Meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the Minutes of the meeting.
- (5) If there is a tie vote at an Annual or Special General Meeting, the President, or, if the President is absent or unable or unwilling to vote, the Vice-President, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the Strata Plan, Bylaw 5.3(5) does not apply.
- (7) Despite anything in Bylaw 5.3, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) An Owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot.

5.4 Order of Business

- (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;
 - (j) report on insurance coverage if the meeting is an Annual General Meeting;
 - (k) approve the budget for the coming year, if the meeting is an Annual General Meeting;
 - (l) deal with new business, including any matters about which notice has been given;
 - (m) elect a Council, if the meeting is an Annual General Meeting;
 - (n) terminate the meeting.

5.5 Electronic Attendance at Meetings

- (1) Attendance by persons at an Annual or Special General Meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

5.6 Quorum for Annual or Special General Meeting

- (1) Notwithstanding Section 48(3) of the Act, if within ½ hour from the time appointed for an Annual or a Special General Meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, if within one hour of the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

6.1 Strata Fees

- (1) The strata lot Owner's contributions to the common expenses of the Strata Corporation will be levied in accordance with this Bylaw.

6.2 Section Fees

- (1) The contribution by any Owner of a strata lot within a separate section to the expenses common to that separate section will be levied in accordance with this Bylaw.

6.3 Apportionment of Common Expenses

Common expenses will be apportioned between the residential section and the commercial section and to individual strata lots in the following manner:

- (1) common expenses attributable to either separate section will be allocated to that separate section and, subject to Bylaw 5.5, will be borne by the Owners of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within the separate section.
- (2) common expenses not attributable to either separate section, will be for the account of the Strata Corporation and will be allocated to all strata lots and will be borne by the Owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the Strata Corporation; and
- (3) common expenses attributable to any one strata lot will be allocated to such strata lot.

6.4 Allocation Between Sections

Without limiting the generality of Bylaw 6.3 and unless otherwise determined by the executive of each of the residential section and the commercial section, acting reasonably, the following common expenses will be allocated between the separate sections as follows:

- (1) expenses relating to areas designated as limited common property for each of the residential section and the commercial section (such as recreation rooms, bicycle storage areas, lobbies, elevators and utility rooms) will be for the account of the Owners of strata lots in each respective section;
- (2) the cost of maintaining the exterior of the building (including, without limitation, the roof and all exterior doors, windows and skylights) will be for the account of the Strata Corporation;
- (3) the cost of insurance placed by the Strata Corporation will be apportioned between the two sections on the basis of the replacement value of the buildings and ancillary facilities applicable to each section.
- (4) the cost of maintaining the landscaped and other outdoor areas within the common property will be for the account of the Strata Corporation; and
- (5) the cost of maintaining the underground parking facility will be apportioned between the two sections on the basis of the respective number of parking stalls allocated as limited common property for each separate section unless expenses are separately incurred by the separate sections and if so incurred will be allocated as set out in Bylaw 6.4(1)

6.5 Expenses Attributable to Limited Common Property

Where the Strata Plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property will be borne equally by the Owners of the strata lots entitled to use the limited common property.

6.6 Apportionment Within a Section

Common expenses attributable to the strata lots in a separate section will be apportioned by the executive of that separate section in the following manner:

- (1) Common expenses except electricity will be allocated to all strata lots in the separate section and will be borne by the Owners in that section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots in that section or as otherwise set out in the current budget of that separate section. If a strata lot will require a utility or other service not supplied to all lots the cost will not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot the cost of such utility will be apportioned and charged to the strata lot by the executive of the separate section, on such reasonable basis as it will determine.
- (2) The cost to each Owner of a strata lot of the electrical power supplied to it, if not separately metered for that strata lot will be borne by the Owners in the proportion that the unit entitlement of their strata lot bears to the aggregate unit entitlement of all strata lots in that section.

Part 7 – Bylaws Applicable to Residential Strata Lots

7.1 Use of Property

An Owner of a residential strata lot will not:

- (1) Use or permit any occupant of his or her strata lot to use his or her strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property.
- (2) Make, cause or produce or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the Owner or occupant to make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other Owner or occupant.
- (3) Use or permit any occupant of his or her 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 or, 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.
- (4) Obstruct or use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the Owner or occupant to obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the Strata Plan.
- (5) Leave or permit any occupant of his or her 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.
- (6) Use or permit any occupant of his or her strata lot or any guest, employee, agent or invitee 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 light cooking devices will not be used except in accordance with rules and Regulations made by the Strata Corporation from time to time.

- (7) Shake, or permit any occupant of his or her 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 or her 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.
- (8) Do or permit any occupant of his or her 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.
- (9) Permit a condition to exist within his or her strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water.
- (10) Allow his or her strata lot to become unsanitary or a source of odour.
- (11) Feed, or permit any occupant of his or her 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 will not apply to a pet permitted to be kept in his or her strata lot pursuant to these Bylaws and the Rules and Regulations made hereunder which pet will be fed only in his or her strata lot.
- (12) Install or permit any occupant of his or her 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 or her strata lot which are different in size or colour from those of the original building specifications.
- (13) Hand or display or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the Owner or occupant to hand or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so they are visible from the outside of the building.
- (14) Use or install or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the Owner or occupant use or install in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the Strata Council.
- (15) Erect on or fasten to or permit any occupant of his or strata lot or any guest, employee, agent or invitee of the Owner or occupant to erect on or fasten to the strata lot, the common property or any limited common property, any television or radio antenna or similar structure or appurtenance thereto.
- (16) Place or permit any occupant or his or her 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.
- (17) Place or permit any occupant of his or her strata lot or a 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 balcony, except free-standing, self-contained planter boxes, summer furniture and accessories (subject to Bylaw 7.2) nor install, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the Owner or occupant to install any hanging plants or baskets or other hanging items within three feet of a balcony railing line; and
- (18) Give or permit any occupant of his or her strata lot to give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by

these Bylaws

except that Bylaws 7.1(1), (12) and (16) will not apply to the Live/Work lots and the use of the Live/Work lots and any limited common property designated for their use in respect of any commercial use that is permitted under the applicable municipal zoning bylaws and in a manner which does not constitute a breach of any municipal Bylaws.

7.2 Use of Limited Common Property

An Owner, tenant or occupant of a residential strata lot which does not have an enclosed balcony, will not place planters or other such items on equipment within any part of the limited common property designated on the Strata Plan exclusively for the use of such Owner unless, in the opinion of the Strata Council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the Owner, tenant or occupant of the strata lot entitled to the use of the limited common property on which they are placed.

7.3 Garbage Disposal

- (1) An Owner, tenant or occupant of a residential strata lot will remove ordinary household refuse and garbage from his or her strata lot and deposit it in the containers provided by the Strata Corporation for that purpose; all garbage will be bagged and tied before so depositing and the Owner, tenant or occupant will remove any materials other than ordinary household refuse and garbage from the Strata Plan property at his or her expense.
- (2) Any resident found depositing non-household garbage in the compactor will be fined \$200.00 for each occurrence.

7.4 Bicycles, Storage and Parking

- (1) Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on the balconies or patios. Instead, they will be stored within the Owner's designated storage locker or such other area as may be prescribed by the Strata Council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.
- (2) Any Owner, tenant or 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 or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is an insured under that policy.
- (3) An Owner, tenant or occupant of a residential strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the Strata Council.
- (4) An Owner of a residential strata lot will not:
 - (a) use or permit any occupant of his or her strata lot to use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his or her strata lot, a parking space leased by the Owner or, when specifically agreed with another Owner, the parking space assigned to the strata lot or that other Owner;

- (b) carry out or permit any occupant of his or her 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 or her strata lot or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building.
 - (d) park or permit any occupant of his or her 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 garage roadway or ramp or any roadway on the common property or on any limited common property; and
 - (e) use or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the Owner or occupant to use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the Strata Council.
- (5) An Owner, tenant or occupant of a residential strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property as a result of any activity prohibited by Bylaw 7.4(4)(b).

7.5 Move In/Move Out

- (1) The moving elevator must be used and scheduled at least 7 days in advance of the move with the Strata Manager. At NO time can both elevators be used at the same time for moving a resident in or out.
- (2) Move In or Move Out can take place 7 days a week between the hours of 9:00 a.m. and 6:00 p.m. unless special arrangements have been made with the Strata Council.
- (3) A one-time, non-refundable fee of \$100.00 will be charged for each new resident who moves into The Point. This fee is charged to facilitate the costs associated with elevator reservations and general repairs to hallways after moves.
- (4) Unscheduled move in or move out will be charged \$300.00
- (5) A person must always be posted at any held open exterior facing door (e.g. front lobby door, Carnarvon Street door or parking lot elevator lobby doors) to ensure that only residents of The Point are entering the building.
- (6) If Strata Council or management finds the door held open and not monitored by a person, you will be fined \$200.00 for each occurrence.
- (7) After the move in or out the resident shall notify the Strata Council of any hallway damage done so that repairs can be organized.

7.6 Rentals

- (1) Before a tenant may move into any strata lot, the Owner will deliver or cause to be delivered to

the Strata Corporation, a Form K – Notice of Tenant’s Responsibilities in the form set out in the Strata Property Act, signed by the tenant.

- (2) An Owner will advise the Strata Council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven (7) days in advance and will make arrangements with the Manager of the building to coordinate any such move in accordance with Bylaw 7.5.
- (3) In accordance with the Strata Property Act, any Owner who fails to provide a Form K within 2 weeks of a tenant moving into The Point, will be fined \$200.00 each month where the Form K is not provided to the management company.
- (4) A tenant shall not be allowed to sublet a strata lot without the approval of the Strata Corporation.
- (5) None of the strata lots shall be used as an apartment house, boarding house, rooming house, “bed and breakfast” accommodation, hotel, beer parlour, resort, store, restaurant or shop.

7.7 Selling of Strata Lots

- (1) An Owner of a residential strata lot, when selling his or her strata lot, will not permit “For Sale” signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose.
- (2) An Owner of a residential strata lot, when selling his or her strata lot, will not hold or permit to be held, any public Open House except in the matter prescribed by the Strata Council. One Open House for agents will be allowed per listing. Unless the Strata Council otherwise prescribes, all showings must be by appointment only.

7.8 Residential Executive Size

- (1) The executive of the Residential Section must have at least 3 and not more than 7 members.
- (2) A member of the section executive is eligible for election to the Strata Corporation’s Council.

7.9 Executive Members’ Terms

- (1) The term of office of a member of the executive ends at the end of the Annual General Meeting at which the new executive is elected.
- (2) A person whose term as member of the executive is ending is eligible for re-election.

7.10 Removing Executive Members

- (1) The Residential Section may, by a resolution passed by a majority vote at a meeting of the Residential Section, remove one or more members from the executive.
- (2) After removing a member from the executive, the Residential section must hold an election at the same meeting to replace the member for the remainder of the term.
- (3) No person may stand for the executive or continue to be on the executive with respect to a strata lot if the Strata Corporation is entitled to register a lien against the strata lot.

7.11 Replacing Executive Members

- (1) If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the executive.
- (3) The executive may appoint a member under this Bylaw 7.11 even if the absence of the member being replaced leaves the executive without a quorum.
- (4) If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Residential Section may hold a meeting to elect a new executive by complying with the provisions of the Strata Property Act, the Regulations and the Bylaws respecting the calling and holding of meetings.

7.12 Executive Officers

- (1) At the first meeting of the executive, held after each Annual General Meeting of the Residential Section, the executive must elect from among its members, a President, a Vice-President, a Secretary and a Treasurer.
- (2) A person may hold more than one office at a time other than the offices of President and Vice-President.
- (3) The Vice-President has the powers and duties of the President
 - (a) while the President is absent or is unwilling or unable to act, or
 - (b) for the remainder of the President's term if the President ceases to hold office.
- (4) If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Council members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

7.13 Calling Executive Meetings

- (1) Any member of the executive may call an Executive Meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) An Executive Meeting may be held on less than one week's notice if
 - (a) all executive members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all executive members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

7.14 Requisition of Executive Hearing

- (1) By application in writing, stating the reason for the request, an Owner or tenant may request a hearing at an Executive Meeting.
- (2) If a hearing is requested under Bylaw 7.14(1), the executive must hold a meeting to hear the applicant within one month of the request.

- (3) If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

7.15 Quorum of Executive

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

7.16 Executive Meetings

- (1) At the option of the executive, Executive Meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.
- (2) If an Executive Meeting is held by electronic means, executive members are deemed to be present in person.
- (3) Owners may attend Executive Meetings as observers.
- (4) Despite Bylaw 7.16(3) no observers may attend those portions of Executive Meetings that deal with any of the following:
 - (a) Bylaw contravention hearings;
 - (b) Rental Restriction Bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

7.17 Voting at Executive Meetings

- (1) At Executive Meetings, decisions must be made by a majority of executive members present in person at the meeting.
- (2) If there is a tie vote at an Executive Meeting, the President may break the tie by casting a second, deciding vote.
- (3) The results of all votes at an Executive Meeting must be recorded in the Executive Meeting Minutes.

7.18 Executive to Inform Owners of Minutes

- (1) The Executive must inform Owners of the Minutes of all Executive Meetings within 2 weeks of the meeting, whether or not the Minutes have been approved.

7.19 Delegation of Executive's Powers and Duties

- (1) Subject to Bylaws 7.19(2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
- (2) The executive 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 7.19(3).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The executive may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a Bylaw or Rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

7.20 Spending Restrictions

- (1) A person may not spend the Residential Section's money unless the person has been delegated the power to do so in accordance with these Bylaws.
- (2) Despite Bylaw 7.20(1), an executive member may spend the Residential Section's money to repair or replace limited common property which has been designated for the use of the Residential Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

7.21 Limitation on Liability of Executive Member

- (1) An executive 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 executive.
- (2) Bylaw 7.21(1) does not affect an executive member's liability, as an Owner, for a judgment against the Strata Corporation.
- (3) Any consent, approval or permission given under these Bylaws by the Strata executive or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

7.22 Small Claims Court

- (1) Notwithstanding any provision of the Strata Property Act, the Residential Section may proceed under the Small Claims Act (British Columbia) against an Owner or other person to collect money owing to the Residential Section, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ Vote.

Part 8 – Bylaws Applicable to Commercial Strata Lots and Live/Work Lots

8.1 Garbage Disposal

Owners of non-residential strata lots will remove or cause to be removed all refuse and garbage from their strata lot and deposit it or cause it to be deposited in the containers provided by the Commercial Section for that purpose.

8.2 Signs and Displays

The Owner of a non-residential strata lot or Live/Work lot will be permitted to install signs or notices within a non-residential strata lot or Live/Work lot so as to be visible from the exterior of such strata lot and on the exterior of such strata lot, on the condition that the size and design of such signs or notices (I) have received any approvals required from applicable governmental authorities (II) are in keeping with the overall presentation of the development in terms of quality, design and colour and (III) in the case of Live/Work lots, all or a portion of the applicable Live/Work lot is being used for commercial purposes. All such signs and notices will be installed and maintained at the sole expense and risk of the Owner of a non-residential strata lot or Live/Work lot and such Owner will take out and maintain insurance for such signage as a reasonable Owner displaying similar signage would obtain.

8.3

Notwithstanding Bylaw 2.6, an Owner or operator of a non-residential strata lot or Live/Work lot will not be required to obtain the written approval of the Strata Corporation before constructing, installing, erecting, maintaining and replacing commercial signage on the common property provided that any such signage is in accordance with all applicable Bylaws and Rules and Regulations of the City of New Westminster and any other relevant governmental authority, provided such signage is in keeping with the overall presentation of the development in terms of quality, design and colour and provided further that in the case of Live/Work lots, all or a portion of the applicable Live/Work lot is being used for commercial purposes.

8.4 Awnings

The Owner of a non-residential strata lot or Live/Work lot will be permitted to install awnings within and attach the same to the common property around the outside perimeter of a non-residential strata lot or Live/Work lot which face the city street, on the condition that the plans for such awnings (I) have received any approvals required from applicable governmental authorities, (II) depict awnings which are in keeping with the balance of the development in terms of design, quality, proportion and colour and (III) in the case of Live/Work lots, all or a portion of the applicable Live/Work lot is being used for commercial purposes. Any awning installed as aforesaid will be maintained in good condition on an ongoing basis and the responsibility for such maintenance (including obtaining and maintaining appropriate insurance) will be solely for the account of the Owner of a non-residential strata lot or Live/Work lot.

8.5 Commercial Executive Size

- (1) The executive of the Commercial Section must have at least 3 and not more than 7 members, unless all the non-residential strata lots are owned by the same person, in which case, the executive of the Commercial Section must have at least 1 member and not more than 7 members.
- (2) A member of the section executive is eligible for election to the Strata Corporation's Council.

8.6 Executive Members' Terms

- (1) The term of office of a member of the executive ends at the end of the Annual General Meeting at which the new executive is elected.
- (2) A person whose term as member of the executive is ending is eligible for re-election.

8.7 Removing Executive Members

- (1) The Commercial Section may, by a resolution passed by a majority vote at a meeting of the Commercial Section, remove one or more members from the executive.
- (2) After removing a member from the executive, the Commercial Section must hold an election at the same meeting to replace the member for the remainder of the term.
- (3) No person may stand for the executive or continue to be on the executive with respect to a strata lot if the Strata Corporation is entitled to register a lien against the strata lot.

8.8 Replacing Executive Members

- (1) If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the executive.
- (3) The executive may appoint a member under this Bylaw 8.8 even if the absence of the member being replaced leaves the executive without a quorum.
- (4) If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Commercial Section may hold a meeting to elect a new executive by complying with the provisions of the Strata Property Act, the Regulations and the Bylaws respecting the calling and holding of meetings.

8.9 Executive Officers

- (1) At the first meeting of the executive, held after each Annual General Meeting of the Commercial Section, the executive must elect from among its members, a President, a Vice-President, a Secretary and a Treasurer.
- (2) A person may hold more than one office at a time other than the offices of President and Vice-President.
- (3) The Vice-President has the powers and duties of the President
 - (a) while the President is absent or is unwilling or unable to act, or
 - (b) for the remainder of the President's term if the President ceases to hold office.
- (4) If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Council members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

8.10 Calling Executive Meetings

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

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

8.11 Requisition of Executive Hearing

- (1) By application in writing, stating the reason for the request, an Owner or tenant may request a hearing at an Executive Meeting.
- (2) If a hearing is requested under Bylaw 8.11(1), the executive must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

8.12 Quorum of Executive

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

8.13 Executive Meetings

- (1) At the option of the executive, Executive Meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.
- (2) If an Executive Meeting is held by electronic means, executive members are deemed to be present in person.
- (3) Owners may attend Executive Meetings as observers.
- (4) Despite Bylaw 8.13(3) no observers may attend those portions of Executive Meetings that deal with any of the following:
 - (a) Bylaw contravention hearings;
 - (b) Rental Restriction Bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

8.14 Voting at Executive Meetings

- (1) At Executive Meetings, decisions must be made by a majority of executive members present in person at the meeting.
- (2) If there is a tie vote at an Executive Meeting, the President may break the tie by casting a second, deciding vote.
- (3) The results of all votes at an Executive Meeting must be recorded in the Executive Meeting Minutes.

8.15 Executive to Inform Owners of Minutes

- (1) The Executive must inform Owners of the Minutes of all Executive Meetings within 2 weeks of the meeting, whether or not the Minutes have been approved.

8.16 Delegation of Executive's Powers and Duties

- (1) Subject to Bylaws 8.16(2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
- (2) The executive 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 8.16(3).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The executive may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a Bylaw or Rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

8.17 Spending Restrictions

- (1) A person may not spend the Commercial Section's money unless the person has been delegated the power to do so in accordance with these Bylaws.
- (2) Despite Bylaw 8.17(1), an executive member may spend the Commercial Section's money to repair or replace limited common property which has been designated for the use of the Commercial Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

8.18 Limitation on Liability of Executive Member

- (1) An executive 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 executive.
- (2) Bylaw 8.18(1) does not affect an executive member's liability, as an Owner, for a judgment against the Strata Corporation.
- (3) Any consent, approval or permission given under these Bylaws by the Strata executive or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

8.19 Small Claims Court

- (1) Notwithstanding any provision of the Strata Property Act, the Commercial Section may proceed under the Small Claims Act (British Columbia) against an Owner or other person to collect money owing to the Residential Section, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ Vote.

8.20 Bylaw Restrictions

- (1) Notwithstanding anything else in these Bylaws (but subject to Bylaw 8.21), the Strata Corporation, the Council, the Residential Section (and its executive) and the Commercial Section (and its executive) will not:
 - (a) Take any action or pass any Bylaw or rule which would have the effect of prohibiting, preventing or impairing in any way whatsoever the Owner of a non-residential strata lot or Live/Work lot or any occupant thereof, from fully utilizing such non-residential strata lot or Live/Work lot (and any parking stalls, storage areas, common property and limited common property which the Owner of such non-residential strata lot or Live/Work lot, or any occupant thereof is entitled to use) for commercial purposes in accordance with the applicable governmental Zoning Bylaws and Rules and Regulations in effect from time to time.
 - (b) Take any action or pass any Bylaws or Rules which would restrict the hours of operation of any business carried on within a non-residential strata lot or Live/Work lot; or
 - (c) Take any action or pass any Bylaws or rules which would prohibit, prevent or impair the ability of an Owner or occupant of a non-residential strata lot or Live/Work lot from leasing, subleasing, granting a licence, entering into any lease, sublease or license arrangement with respect to the use of a non-residential strata lot or Live/Work lot, provided that, in the case of a Live/Work lot, all or a portion of the Live/Work lot is being used for commercial purposes.

8.21 Live/Work Lot Restrictions

- (1) Notwithstanding anything else in these Bylaws, no Live/Work unit may be used for the purpose of any of track betting, gambling or games of chance, the sale of alcoholic beverages or the operation of any cash dispensing machine, vending machine or video or other game machine, a video or games arcade, an adult bookstore or facility selling or displaying pornographic books, literature or videotapes (materials will be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality) or a massage parlour (other than a therapeutic massage clinic).

Part 9 – Voluntary Dispute Resolution

9.1 Voluntary Dispute Resolution

- (1) A dispute among Owners, tenants, the Strata Corporation or any combination of them may be referred to a Dispute Resolution Committee by a party to the dispute if
 - (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Strata Property Act, the Regulations, the Bylaws or the Rules.
- (2) A Dispute Resolution Committee consists of
 - (a) one Owner or tenant of the Strata Corporation nominated by each of the disputing parties and one Owner or tenant chosen to chair the Committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The Dispute Resolution Committee must attempt to help the disputing parties to voluntarily end the dispute.

Part 10 – Marketing Activities by Owner Developer Strata Lot

10.1 Marketing Activities

- (1) During the time that the Owner Developer of the Strata Corporation is a first Owner of any units, it will have the right to maintain any unit or units, whether owned or leased by it, as a display unit or units and to carry on sales functions, including, without limitation placing and displaying of signs, the advertising and holding of special promotions and open houses and other marketing events, it considers necessary in order to enable it to sell the units.
- (2) An Owner Developer may use any strata lots that the Owner Developer owns or rents as display lots for the sale of other strata lots in the Strata Plan.

Part 11 – Parking/Storage Area Lease

11.1 Parking/Storage Area Lease

- (1) Each Owner of a strata lot may be entitled to the exclusive use of one or more parking stalls and storage areas located in the parking facility pursuant to a partial assignment of the parking/storage area lease (the “Parking/Storage Area Lease”) between Onni The Point Development Limited Partnership (the “Developer”), as landlord and Onni Parking Management Services Ltd. or another company selected by the Developer, as tenant, a copy of which is attached hereto. Pursuant to the Parking/Storage Area Lease upon the registration of the first phase of the Strata Plan for the Strata development, the Strata Corporation will automatically assume all of the covenants and obligations of the Developer under the Parking/Storage Area Lease with respect to the stalls and the storage areas (as defined in the Parking/Storage Areas Lease), in the manner set out in the Parking/Storage Area Lease and the Developer may, at its option, cause the Strata Corporation to assume such covenants and obligations in writing.