
HAZELWOOD GROVE LMS 967

STRATA BYLAWS

DIVISION 1: Duties of Owners, Tenants, Occupants and Visitors

Payment of Strata Fees

1. An owner, occupant or tenant must pay strata fees on or before the first day of the month to which the strata fees relate.

2. If an owner, occupant or tenant is late in paying strata fees, the owner, occupant or tenant shall be charged interest on the unpaid amount of the rate of 10% per annum compounded annually.

3. Owners, occupant or tenant must contribute to the Strata Corporation their strata lot's shares of the total contributions budgeted for in the operating fund and contingency reserve fund by means of strata fees calculated in accordance with Section 99 of the Strata Property Act.

(1) Pursuant to Section 6.4 of the Strata Property Regulation and Section 99 of the Strata Property Act, the strata lots within Strata Plan LMS 967 shall be divided into two types, being Type 1 the 101 townhouse-style strata lots 1 through 82 inclusive, 107 through 111 inclusive and 137 through 150 inclusive (the "Townhouses") and Type 2 the 49 apartment-style strata lots 83 through 106 inclusive and 112 through 136 inclusive (the "Apartments").

(2) If a contribution to the operation fund of the Strata Corporation relates to and benefits only one type of strata lot, the contribution is shared only by the owners, occupants or tenants of strata lots of that type, and each strata lot's share of that contribution is the portion thereof which such strata lot's unit entitlement bears to the total unit entitlement of all strata lots of the type to which the contribution relates.

Repair and Maintenance of Property by Owner, Occupant or Tenant

4. (1) An owner, occupant or tenant must repair and maintain the owners, occupant's or tenant's strata lot, including window casings and sills, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

(2) An owner, occupant or tenant who has the right of use limited common property must attend to the routine repair and maintenance of it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

5. Townhouse owners, occupant or tenant must comply with the following rules:

(a) An owner, occupant or tenant will be responsible for all damage caused by a resident or visitor to any part of the strata lot or to the Strata Corporation's property. This includes, without limitation, garage doors, doors, windows, window screens, window casings, weather stripping, sills, eaves troughs, siding and fences.

(b) Repairs to any sidewalk or driveway raised or dropped one (1) inch or more that is on common property (including that which is designated as a Townhouse owner's limited common property) will have its non-routine maintenance and repairs carried out by the Strata Corporation.

6. Apartment owners, occupant or tenant must comply with the following rules:
 - (a) An owner, occupant or tenant will be responsible for all damage caused by a resident or visitor to any part of the strata lot or the Strata Corporation's property. This includes, without limitation, doors, windows, window screens, weather stripping, sills, window casings, eaves troughs, stucco, smoke detectors and patio membrane.

7. An owner, occupant or tenant is responsible for the following.
 - (a) Townhouse owners, occupant or tenant •
 - (i) Washing the exterior of the townhouse.
 - (ii) Cleaning windows.
 - (iii) Maintaining and replacing weather stripping.
 - (iv) Wash vinyl fencing every spring. Owners, occupant or tenant who do not have a resident behind their unit shall be responsible for washing both sides of the vinyl fence.
 - (v) An owner, occupant or tenant must maintain a minimum temperature of at least 15 degrees Celsius in the strata lot to conserve the plumbing, electrical and other systems of the building.
 - (vi) The routine repair and maintenance of backyard patios, except as is provided in these bylaws.
 - (vii) Between November 1 and March 15", all hoses must be removed during this period of time. Any damages occurring as a result of a breach of this will be at the expense of the owner, occupant or tenant.
 - (viii) Exterior Christmas lights may be up from December 1 to January 31, weather conditions will be taken into consideration. Lights may be hung on the gutters using plastic hooks. Lights may be hung around doorways and windows using non-staining fasteners. Pennant holders may only be used on the wooden fascia. No holes are to be placed in the siding.
 - (ix) Plastic holders for exterior Christmas lights must be removed from the gutters at the same time that the Christmas lights are removed.

 - (b) Apartment owners, occupant or tenant-
 - (i) Cleaning balcony/deck gutters.
 - (ii) Cleaning windows.
 - (iii) The routine repair and maintenance of balconies/decks, except as is otherwise provided in these bylaws.
 - (iv) Maintaining and replacing weather stripping.
 - (v) Keep garage areas tidy and neat.
 - (vi) Keep all materials inside the storage lockers with nothing stored above the net.
 - (vii) It is the responsibility of apartment owners, occupant or tenant to wash the vinyl fencing in the spring. Apartment owners, occupants or tenants will be responsible for both sides of the fence by the apartments.
 - (viii) Prior to any owner, occupant or tenant moving in or out of the apartment complex, a \$300.00 damage deposit is required; included in the deposit is a fee for the use of the elevator key in the amount of \$50.00. If there is no visible damage resulting from the move and the key is returned the damage deposit will be refunded.
 - (ix) Exterior Christmas lights may be up from December 1 to January 31, weather conditions will be taken into consideration. Lights may be hung on the gutters using plastic hooks. Lights may be hung around doorways and windows using non-staining fasteners. Permanent

holders may only be used on the wooden fascia. No holes are to be placed in the siding.

- (x) Plastic holders for exterior Christmas lights must be removed at the same time that the Christmas lights are removed.

8. An owner, occupant or tenant shall move in or out of the apartment complex between the hours of 8:00 a.m. to 9:00 p.m. The strata council reserves the right to deny or terminate any access to any moving contractor or any owner, occupant or tenant who is known to disregard, or demonstrates a disregard, of reasonable regulations or requests intended to preserve the Strata Corporation's property against unnecessary damage, disturbance or inconvenience to its occupants. Owners, Occupant or Tenants and their moving contractors or helpers must conform to the strata council's required procedures for operating the elevator with an elevator key, and for minimizing the time that it will be out of service to the building's occupants in general.

9. If an owner, occupant or tenant does not repair damages, as required by these bylaws, the Strata Corporation may perform these duties and any costs or expense so incurred by the Strata Corporation shall be charged to that owner, occupant or tenant and shall be added to and become a part of the assessment of that owner, occupant or tenant for the month next following the date on which the costs or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the date of payment of the monthly assessment.

10. An owner, occupant or tenant shall only display off-white or white coloured curtains, blinds or window coverings visible from the outside of the strata lot (whether located inside or outside) as approved by the strata council. No flags, cardboard, plywood, blankets or other items may cover or be displayed in any window.

Use of Property

11. (1) All bylaw provisions in this section 11, are deemed "significant", in accordance with s.138 of the *Strata Property Act*.

(2) An owner, occupant, tenant or visitor must not use a strata lot, the common property or common assets in a way that

- (a) causes a nuisance or hazard to another person,
- (b) causes unreasonable noise,
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (d) is illegal, or
- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(3) An owner, occupant or tenant must not operate a business in a strata lot where it affects or interferes with other owners, occupant or tenant by way of traffic, water consumption, noise or unreasonable disturbance of living.

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

Approval Before Alteration to a Strata Lot

14. (1) An owner, occupant or tenant 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 the building;
- (c) chimneys, stairs, balconies/decks, patios 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/deck or yard;
- (f) common property located within the boundaries of a strata lot, and
- (g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Strata Property Act.

(2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner, occupant or tenant agrees, in writing, to take responsibility for any expenses relating to the alteration.

Approval Before Alteration to Common Property

15. (1) An owner, occupant or tenant 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, occupant or tenant agrees, in writing, to take responsibility for any expenses relating to the alteration.

Entry to Strata Lot

16. (1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- (b) at a reasonable time, on forty-eight (48) hours' written notice, to
 - (i) 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 section 149 of the Strata Property Act, or
 - (ii) ensure compliance with the Strata Act and the bylaws, and
 - (iii) complete a fire inspection but not limited to the inspection and repair of smoke detectors.

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

Vacation/Travel/Temporary Occupancy

17. (1) Hazelwood Grove is a residential strata complex, where each strata lot is intended to be occupied as a single family dwelling, and no strata unit may be used for a commercial purpose..

(5) An owner, occupant or tenant shall not have any interest or ownership in more than one (1) strata lot.

(6) Repealed - 2017

(7) The Strata Corporation may impose user fees for the use of common property to a maximum of \$50.00 per day.

Pets

12. (1) An owner, tenant, occupant or visitor must ensure that all dogs and cats are leashed or otherwise secured when on the common property or on land that is a common asset.

(2) One dog or one cat is permitted in the strata lot. Pets are not to exceed eighteen (18) inches in height and are not to be heard outside the strata lot. Exotic animals, reptiles, amphibians or large birds, including pigeons are not permitted in the complex. The only exception is dogs which are guide, service, or retired guide or service dogs, in accordance with s.123 of the *Strata Property Act*

(3) Pet spoilage on common areas or outside the gates must be removed by the pet owners so as to not inconvenience other owners, occupants or tenants or our neighbours.

(4) No pets are allowed inside the building of the clubhouse, activity room or the guest suite.

(5) An owner, occupant or tenant shall make their visitors aware of the pet regulations. The owner, occupant or tenant will be responsible for their visitor's pets and will be responsible for resulting fines if their visitors breach any of these bylaws.

(6) An owner, occupant or tenant is responsible and liable for any damage caused by their pet or their guests pet, including any damage to any persons or any property of the Strata Corporation.

(7) If the council, on reasonable grounds, determines a pet a nuisance then the pet owner will be given fifteen (15) days notice to permanently remove the pet from the strata property.

Notification to Strata Corporation/Contact Information/Form K

13. (1) Within one(1) week of becoming an owner, occupant or tenant an owner, occupant or tenant must inform the Strata Corporation of the owner's, occupant's or tenant's name, strata lot number, phone number and mailing address, e-mail address, including an outside mailing address, if any.

(2) If there are multiple occupants, each occupant's contact information, as specified above in 13.(1), is required.

(3) In addition, for any tenancies, owners must comply with the requirements of s.146 of the *Strata Property Act*, and must provide a fully completed and signed Form K within 2 week of the commencement of a tenancy.

(2) Owners, occupants, and tenants are prohibited from permitting persons to temporarily occupy their strata lots, whether for vacation or travel stays { through such organizations as AirBNB or VRBO, of others), or other short-term occupancies of less than 3 months, in exchange for either money or other compensation.

Move In/Move Out

18. (1) Prior to any owner, occupant, or tenant moving in or out of the apartment complex, a \$300.00 damage deposit is required. Included in the deposit is fee for the use of the elevator key in the amount of \$50.00. If there is no visible damage resulting from the move, and the key is returned, the damaged deposit will refunded.

(2) Owners, occupants, and tenants shall move in or out of the apartment complex between the hours of 8 a.m. to 9:00 p.m. The strata council reserves the right to deny or terminate any access to any moving contractor or any resident who is known to disregard, or demonstrates a disregard, of reasonable regulations or requests intended to preserve the Strata Corporation's property against unnecessary damage, disturbance or inconvenience to the occupants. Owners, occupants, and tenants and their moving contractors or helpers, must conform to the strata council's required procedures for operation the elevator with an elevator key, and for minimizing the time that it will be out of service to the building's occupants in general.

Age Restrictions

19 {1). This is an adult oriented development, and no person under the age of 55 years (with the exception of a spouse) can use or occupy any strata lot for more than thirty {30} days, unless they have prior written approval of the strata council. The only exception to this bylaw are those permitted by section 123.2 of the *strata Property Act*

(2) Subject to approval of he strata council, and despite the provision of this section 19., and owner may appoint a person of his or her choosing to occupy hir or her strata lot for security and safe keeping purposes, pr may appoint a family member to occupy his or her unit under extraordinary circumstances, for a per-approved period of time not to exceed ninety (90) days. Permission of the strata council shall not be unreasonably withheld. If a further extension is required it must be agreed to in writing by the strata council.

DIVISION 2 – Powers and Duties of Strata Corporation

Repair and Maintenance of Property by Strata Corporation

20. (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 a building,
 - (8) the exterior of a building,
 - (C) chimneys, stairs, balconies/decks, patios and other things attached to the exterior of a building,

- (D) doors and windows on the exterior of a building or that front on the common property, and
 - (E) fences, railings and similar structures that enclose patios, balconies/decks and yards,
 - (F) The minor non-routine repair and maintenance of Apartment balconies/decks; however, the cost of such repairs and maintenance must be budgeted for in and paid from the Apartment portion of the annual budget.
 - (G) The major non-routine repair and maintenance (and, if necessary, replacement) of Apartment balconies/decks; with the cost of same to be budgeted for in and paid from the overall general Strata Corporation budget applicable to all the owners.
 - (H) All major non-routine repair and maintenance (and, if necessary, replacement) of the Townhouse patios; with the cost of same to be budgeted for in and paid from the overall general Strata Corporation budget applicable to all the owners.
- (d) A strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
- (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) Chimneys, stairs, balconies/decks, patios and other things attached to the exterior of a building.
 - (iv) doors and windows on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies/decks and yards.
- (e) Refer to the Strata Property Act 158.2 - Damage Caused by an Owner, occupant or tenant.
- (f) In the event it is found that the Corporation is responsible for repairing paint in the interior of a unit, only the damaged area will be repaired back to original condition.
- (2) The Strata Corporation must also do the following:
- (a) On the written request of an owner, occupant, tenant or mortgagee of a strata lot, produce to them, or a person authorized in writing by owner, occupant, tenant, copies of the insurance policies effected by the corporation and copies of the receipts for the last premiums upon receipt by the Strata Corporation of a reasonable sum of money to cover the costs of the copies;
 - (b) collect and receive all contributions toward the common expenses paid by the owners, occupants or tenants and deposit them with a savings institution;
 - (c) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the Strata Corporation;
 - (d) report the financial status of the Strata Corporation on a timely basis to the owners, occupants or tenants of the Strata Corporation;
 - (e) when a strata management company is retained, defer all duties specified in subsections (b), (c) and (d) to the management company;
 - (f) ensure that all items that need to be completed in order to keep in good standing any agreements (i.e. building warranty agreements) are completed in the time specified under the agreement.

Insurance and Claims

21. The insurance obtained by the Strata Corporation must insure it both for liability coverage of at least \$2,000,000, and against all of the major perils in section 9.1 (2) of the Strata Property Act Regulations, including, but not limited to the following:

- (a) fire
- (b) lightning
- (c) explosion
- (d) smoke damage
- (e) windstorm
- (f) hail
- (g) water damage
- (h) earthquake
- (i) vandalism
- (j) glass breakage

21.(2) (a) Every strata lot in Hazelwood Grove, whether occupied by an owner, tenant, or other occupant, must have a valid and current insurance policy in place, to cover the owner, tenant, or occupant of that strata lot for third party liability claims -- that is, such insurance must cover the owner, tenant, or occupant in the event that either their acts or omissions cause damage to the common property, limited common property, or common assets of the Strata Corporation, or cause personal injury or death to another owner, occupant, or tenant, or visitor to the strata complex.

(b) It is the responsibility of each and every owner of a strata lot (even if it is rented) in the Strata Corporation to provide satisfactory proof of such insurance coverage set out in section 21.2(a) above, either immediately upon becoming an owner of a strata, or, in the case of existing owners, on an annual basis, each time such insurance coverage is obtained or renewed. Satisfactory proof may be provided by way of a copy of a valid insurance policy or insurance binder, either directly to the Strata Council or to the Strata Corporation's strata property manager.

(c) In the event that loss or damage occurs to common property, limited common property, or common facilities or assets, and gives rise to a valid claim under the Strata Corporation's insurance policy, it is agreed and understood that, if the origin of the loss is within the interior confines of an individual strata lot for which the owner, occupant, or tenant is responsible, the Strata Corporation may recover from the strata lot owner, occupant, or tenant the amount of the deductible of the Strata Corporation's policy relative to the loss, and such deductible shall be paid by the individual strata lot owner, occupant, or tenant in whose lot the cause of the damage originated. If an occupant or tenant fails to make such payment, the owner of the strata lot will be ultimately liable to do so.

(d) The foregoing shall also apply if the careless, negligent, or inattentive acts of a strata lot owner, or occupant, or tenant cause damage outside the strata lot, and the origin of the loss is anywhere on the Strata Corporation's premises.

(e) In the event that an owner, occupant, or tenant, or any member of their family or their guests, contractors, or agents, cause damage to common property, limited common property, or common facilities or assets, and the damage so caused gives rise to a valid claim under the Strata Corporation's insurance policy, the deductible of the Strata Corporation's policy relative to the loss shall be paid by the individual strata lot owner, occupant, or tenant. If an occupant or tenant fails to make such

payment, the owner of the strata lot will be ultimately liable to do so.

(f) Notwithstanding the provisions of bylaws 21.2 (c) and (e) above, in the event that owners, occupants, or tenants, through their acts or omissions cause either damage to the common property, limited common property, or common assets of the Strata Corporation, or cause personal injury or death to another owner, occupant, or tenant, or visitor to the strata complex, then such owners, occupants, or tenants must make a claim under their insurance policies for such damage, injury, or death, for the full amount of the loss, and not merely for the amount of the deductible under the strata corporation's insurance. In this regard, the insurance coverage of the responsible owner, occupant, or tenant will be considered as the primary source of insurance coverage, and the strata corporation will only be responsible for making a claim under its insurance if the owner, occupant, or tenant fails, in breach of this bylaw, to do so.

(g) In the event that an owner, occupant, tenant, or any member of their family or their guests, contractors or agents, cause damage to common property, limited common property, or common facilities or assets, and the damage so caused is not covered under the Strata Corporation's insurance in place, the strata lot owner shall be held responsible for such loss, promptly reimburse the Strata Corporation for the full costs of its repair or replacement.

(h) The only exception to the foregoing is where loss originates from the rupture or malfunction of a permanent public facility, such as a supply line or sewer system that extends from common property into an individual unit, in which case the payment of the deductible of the Strata Corporation's insurance policy shall be the responsibility of the Strata Corporation.

(i) It is further agreed and understood that when any loss or damage originates from "common property" as defined in the Strata Property Act, and is not the responsibility of the strata lot owner, occupant, or tenant as previously defined, the payment of the deductible of the Strata Corporation's insurance policy shall then be the responsibility of the Strata Corporation.

(j) Damage to personal property of a strata lot owner, occupant, or tenant, or their guests, servants, or agents, including damage to any upgraded, substituted, improved, or bettered fixtures or appliances within a strata unit (whether made by the existing owner, occupant, or tenant, or acquired by him or her from a previous owner), shall be the responsibility of the strata lot owner, occupant, or tenant.

(k) Owners, occupants, and tenants are responsible for obtaining adequate insurance for the use of outdoor barbecues. Owners, occupants, and tenants will be held responsible for all claims resulting from the use of barbecues.

(l) Owners, occupants, and tenants are responsible for obtaining adequate insurance for aquariums. Owners will be held responsible for all claims resulting from water leakage from aquariums.

(m) For the purpose of this Bylaw, any costs for which a strata lot owner, occupant, or tenant is responsible shall be considered as an expense chargeable to the strata lot of the owner, occupant, or tenant, shall be added to and become a part of the assessment to that strata lot for the month next following the date on which the expense was incurred, and shall become due and payable on the date of payment of the monthly assessment. If an occupant or tenant fails to make such payment, the

owner of the strata lot will be ultimately liable to do so.

(n) An owner who fails to pay either a deductible or the cost of repair or remedying of the loss or damage when due, pursuant to this bylaw 21(2), shall reimburse the strata corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by court action or other means, including council member or management costs associated with lost time from employment, strata management costs, and legal costs (comprised of legal fees, taxes, disbursements, and other related expenses, as between a solicitor and his own client or on a full indemnity basis).

Commencement of Legal Action

22 (a) The Strata Corporation will not be required to obtain a resolution passed by a 3/4 vote at an annual or special general meeting in order to commence legal action under the Small Claims Act against an owner, occupant, tenant or other persons to collect money owing to the Strata Corporation.

(b) The Strata Corporation, at the sole discretion of Strata Council, commence legal action in the Civil Resolution Tribunal or the Residential tenancy Branch, without the necessity of the approval of the owners.

(c) If the Strata Corporation must commence a procedure for the eviction of a tenant of an owner, then all legal and other associated costs (including extraordinary strata manager's costs) incurred with charged to that owner's account, and must be paid by that owner immediately on receipt of the owner's monthly statement.

DIVISION 3 -- Strata Council

Strata Council Size

23. The strata council must have at least seven (7) members; five (5) members from the townhouses and one (1) member from each apartment building.

Strata Council Membership

24. (1) Owners, spouses of owners, individuals representing corporate owners and tenants may be members of the strata council.

(2) No person may stand for the Strata Council or continue to be on the Strata Council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Strata Property Act.

(3) If a strata lot is owned by more than one (1) person, only one (1) owner of the strata lot shall be a member of the strata council at any one time.

Strata Council Members' Terms

25. (1) The term of office of a strata council member ends at the end of the annual general meeting at which a replacement is elected.

(2) A person whose term as strata council member is ending is eligible for re-election.

(3) In the election of strata council members held at each annual general meeting after the second annual general meeting, the members elected to fill the vacant positions must be elected for a term of two (2) years.

Removing Strata Council Member

26. (1) The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more strata council members.

(2) After removing a strata council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the strata council member for the remainder of the term.

Replacing Strata Council Member

27. (1) If a strata council member resigns or is unwilling or unable to act for a period of two (2) or more months, the remaining members of the strata council may appoint a replacement strata council member for the remainder of the term.

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

(3) The strata council may appoint a strata council member under this section even if the absence of the member being replaced leaves the strata council without a quorum.

(4) If all the members of the strata council resign or are unwilling or unable to act for a period of two (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 strata council by complying with the provisions of the Strata Property Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

28. (1) At the first meeting of the strata council held after each annual general meeting of the Strata Corporation, the strata council must elect, from among its members, a president, a vice-president, a secretary and a treasurer who shall hold office until the conclusion of the next annual general meeting of the Strata Corporation or until their successors are elected or appointed.

(2) A person may hold more than one office at a time, except for 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) In the absence of both the president and the vice president, the members present shall from among themselves, appoint a president for that meeting, who shall have all duties and powers of the president while so acting.

(5) If an officer other than the president is unwilling or unable to act for a period of two (2) or more months, the strata council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling Strata Council Meetings

29 (1) Any strata council member may call a strata council meeting by giving the other strata council members at least one (1) 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 strata council meeting may be held on less than one (1) week's notice if

(a) all strata council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all strata council members either

(i) consent in advance of the meeting, or

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

(4) The strata council must inform owners, occupants or tenants about a strata council meeting as soon as possible after the meeting has been called, by posting a notice of the meeting in a central location on the Strata Corporation's property.

Requisition of Strata Council Hearing

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

(2) If a hearing is requested under subsection (1), the strata council must hold a meeting to hear the applicant within two (2) weeks of the request.

(3) If the purpose of the hearing is to seek a decision of the strata council, the strata council must give the applicant a written decision within one (1) week of the hearing.

Quorum of Strata Council

31 A quorum of the strata council is four (4) members.

Strata Council Meetings

32. (1) At the option of the strata council, strata council meetings may be held by electronic means, so long as all strata council members and other participants can communicate with each other.

(2) If a strata council meeting is held by electronic means, strata council members are deemed to be present in person.

(3) Owners, occupants or tenants may attend strata council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of strata council meetings that deal with any of the following:

(a) Bylaw contravention hearings under section 135 of the Strata Property Act;

- (b) any other matters if the presence of observers would, in the strata council's opinion, unreasonably interfere with an individual's privacy.

Voting at Strata Council Meetings

33. (1) At strata council meetings, decisions must be made by a majority of strata council members present in person at the meeting.

(2) If there is a tie vote at a strata council meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at a strata council meeting must be recorded in the strata council meeting minutes, along with the names of the strata council members moving and seconding any resolutions, and the names of any dissenting or abstaining strata council members.

Strata Council to Inform Owners, Occupants or Tenants of Minutes

34. The strata council must inform owners, occupants or tenants of the minutes of all strata council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.

Delegation of Strata Council's Powers and Duties

35 (1) Subject to subsections (2) to (4), the strata council may delegate some or all of its powers and duties to one or more strata council members, persons or companies who are not members of the strata council, and may revoke the delegation.

(2) The strata council may delegate its spending powers or duties, but only by a resolution that

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- (b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must

- (a) set a maximum amount that may be spent, and
- (b) indicate the purposes for which, or the conditions under which, the money may be spent.

(4) The strata council may not delegate its powers to determine, based on the facts of a particular case, the following:

- (a) Whether a person has contravened a bylaw or rule;
- (b) whether a person should be fined, and the amount of the fine, or
- (c) whether a person should be denied access to a recreational facility.

Spending Restrictions

36. (1) A person or company may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a strata 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) Before acquiring or disposing of personal property which has a market value in excess of \$2,000.00, the Strata Corporation must obtain prior approval by a resolution passed by a 3/4 vote at an annual or special general meeting.

Limitation on Liability of Strata Council Member

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

(2) Subsection (1) does not affect a strata council member's liability, as an owner, occupant or tenant for a judgment against the Strata Corporation.

DIVISION 4-- Enforcement of Bylaws and Rules

38 The Strata Corporation must give the owner, occupant or tenant the particulars of any complaint in writing and a reasonable opportunity to answer the complaint including a hearing if requested and the Strata Corporation may fine an owner, occupant or tenant the maximum amounts set out below.

SCHEDULE OF FINES			
Number	Offense	First Offense	Second Offense
A.	Pet Violation	\$ 50.00	\$ 50.00
B.	Noise and Disturbance Violations (s.11	\$100.00	\$200.00
C.	Unlicensed / Uninsured Vehicles (s.49	\$200.00	\$200.00
D.	Other Parking/Vehicle Violations (s47)	\$100.00	\$ 200.00
E.	Common Property Damage Violations (s5(3)) (s.5ands.11)	\$100.00 plus repair costs	\$200.00 plus repair costs
F.	Trespass/Common Property Violations	\$100.00	\$200.00
G.	Form K Violation (s.13(3))	\$200.00	\$200.00
H.	Other Violations of these Bylaws or Rules	\$ 25.00	\$ 50.00
I.	Late Payment of Maintenance Fees (s1)	\$ 20.00	\$ 20.00
J.	Sales Violations (s.48)	\$200.00	\$200.00
K.	Clubhouse/Pool Violations	\$ 25.00	\$ 25.00
l.	Vacation/Travel/Temporary Occupancy (s.17)	\$1,000/day	

Continuing Contravention

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

owner's Ultimate Responsibility

40. if an occupant or tenant fails to pay a fine, the owner of the strata lot which the occupant or tenant occupies will be responsible for the payment of the fine, and subject to payment also of any legal or other cost associated with the enforcement of payment.

DIVISION 5– Annual and Special General Meetings Notice

41 (1) The Strata Corporation must give at least fourteen (14) days' written notice of an annual or special general meeting.

(2) Notice of annual or special general meeting is deemed to have been given four (4) days after it is left with an adult, put under the door of a unit, put in the mailbox of a unit, or faxed to a unit.

(3) Annual or special general meetings may be attended by telephone or electronic means, in accordance with the provisions of s.49 of the *strata Property Act*

42. (1) Annual and special general meetings must be chaired by the president of the strata council.

(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.

(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 who are present at the meeting.

Participation by Other Than Eligible Voters

43. (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.

Voting

44 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

(2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

(3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

(5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

(6) Despite anything in this section, an election of strata council or any other vote must be held by secret ballot, if a secret ballot is requested by an eligible voter.

(7) The vote for a strata lot may not be exercised, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Strata Property Act.

- (a) Strata fees,
- (b) special levies,
- (c) a reimbursement for cost of work carried out by the strata corporation, or
- (d) the strata lot's share or a judgment against the Strata Corporation.

Quorum

45 (1) A quorum for an annual or special general meeting is eligible voters holding 1/3 of the Strata Corporation's votes, present in person or by proxy.

(2) Notwithstanding Section 48(3) of the Act, if within 15 minutes from the time appointed for an Annual or Special General Meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 15 minutes from the time appointed and, if within ½ 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.

Order of business

46 The order of business at annual and special general meetings is as follows:

- (a) Certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of strata council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the Strata Corporation under section 125 of the Strata Property Act;
- (j) report on insurance coverage in accordance with section 154 of the Strata Property Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Strata Property 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 Strata Property Act;
- (m) elect a strata council, if the meeting is an annual general meeting, and
- (n) terminate the meeting.

DIVISION 6 – Voluntary Dispute Resolution

47. (1) A dispute among owners, occupant or 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 (1) owner or tenant of the Strata Corporation nominated by each of the disputing parties and one (1) 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.

DIVISION 7 – Marketing Activities by Owner Developers and Owners

Display Lot

48 Bylaws relating to sale of strata lot.

(1) All real estate agents and owners who are selling "for sale by owner" must strictly obey all the bylaws, rules and regulations of Hazelwood Grove LMS 967.

(2) An owner actively selling their strata lot must inform the strata council of their intentions.

(3) An owner must ensure that prospective buyers are accompanied by a real estate agent or the owner, occupant or tenant when they are inspecting and viewing the Strata Corporation's property.

(4) When an owner has entered into a contract of purchase and sale with respect to their strata lot, the owner must notify the Strata Corporation's management company of the name and new address of purchaser and the date of possession, within seventy-two (72) hours of entering into the contract of purchase and sale.

(5) There will be no Realtor Signs or "For Sale Signs" allowed at the Young Road entrance. The Strata Corporation will design and install a sign at the main entrance to the complex on Young Road indicating "Units for Sale—Contact Your Local Realtor."

(6) The Realtor or owner may place a fact sheet of the unit for sale into the provided display case with the permission of the strata council. The fact sheet must be on one piece of letter sized paper.

(7) An owner who is selling their strata lot must ensure that real estate signage must only be placed on the designated signboard provided by the Strata Corporation.

(8) An owner who is selling their strata lot may only have an open house during the hours of 12:00 Noon to 4:00 p.m.

(9) Failure to comply with any of the above by-laws will result in a fine of \$200.00.

DIVISION 8--Parking

49. (1) The Strata Corporation has two (2) types of parking
- (a) common property,
 - (b) limited common property.

(2) All unregistered, stored vehicles must be covered by a minimum of \$1,000,000.00 Public Liability and Property Damage insurance.

(3) Each strata lot is entitled to

- (a) two parking spaces inside a double garage, or
- (b) one space inside a single garage plus one outdoor designated space, or
- (c) apartment 1000/2000 parking, one (1) or two (2) spaces as registered at the Land Title Office. The parking spaces in front of and to the side of the apartments are designated for the use of apartment residents.

(4) In any event, a minimum of fifty (50) parking spaces must be available for visitors.

(5) All parking stalls which are not assigned to visitor parking shall form part of a reserved parking stall pool.

(6) A strata lot owner, occupant or tenant may apply, in writing, to the strata council to be assigned an extra parking stall from the reserved parking stall pool. If the strata council assigns the owner, occupant or tenant an additional parking space, then that owner, occupant or tenant shall have the exclusive use of the extra parking space for one (1) year from the date such approval was given by the strata council.

(7) Improper use of the reserved parking stall will result in the cancellation of the parking privilege.

(8) User fees and rules for the use of the reserved parking spaces shall be as set out from time to time in the Hazelwood Grove Rules and Regulations. See Hazelwood Grove Rules and Regulations - Vehicles and Parking 3.10.

(9) No strata lot owner, occupant or tenant may rent, lease, or assign the use of their reserved parking space without the written permission of the strata council, which permission may be withheld for any reason.

(10) Vehicles that leak oil must not be parked on the property of the Strata Corporation. An owner of such a vehicle will be given twenty-four (24) hours notice to remove the vehicle and if it is not removed it will be towed away at the owner's expense. Owners, occupants or tenants are responsible for the cleaning of all leaks from their vehicles and of their visitors' vehicles.

(11) RV's or vehicles in the RV parking lot will be properly maintained at all times -- if they are not, and they become unsightly, then the Strata Corporation may have them towed away.

(12) Owners, occupants or tenants who violate bylaw 47(10) or bylaw 47(11), and have their vehicles towed, will also be responsible for paying any towing deposit required by the towing company which, if unpaid by the violating owner, occupant or tenant, will be assessed against that owner's, occupant's or tenant's strata unit account.

DIVISION 9-- Annual Budget

50 The strata lot owner's, occupant's or tenant's contribution to the operating expenses of the Strata Corporation must be levied in accordance with this bylaw.

- (a) Operating expenses attributable to one or more type of strata lots may be allocated to that type of strata lot and must be borne by the owners of that type of strata lot in the proportion that the unit entitlement of that strata lot bears to the aggregate unit entitlement of all types of strata lots concerned.
- (b) Operating expenses not attributable to a particular type or types of strata lots must be allocated to all strata lots and must be borne by the owners, occupants or tenants in proportion to the unit entitlement of their strata lots.

DIVISION 10 – Rules

51. The Rules of the Strata Corporation, attached as Schedule "A", form a part of these bylaws and may be amended from time to time in accordance with the Strata Property Act.

DIVISION 11 – Landscape Policy

This policy and bylaw are set out to maintain a tidy, uncluttered, well groomed landscape designed to reflect the positive aspect of our unique residential space in all seasons of the year.

52. Townhouse owners, occupants or tenants are responsible for the following:

- (a) Backyards -
 - (i) Are the responsibilities of unit residents except lawn care, which is included in the landscaping contract.
 - (ii) Trees are to be kept trimmed within unit fences (must not encroach on neighbours' yards) and below eaves if located close to building to avoid leaf clogged gutters and root invasions under patios. Payment for work requested is the responsibility of the resident.
 - (iii) Hoses and other items must be cleared from grass areas on the lawn mowing day each week to allow speedy access by the work crew.
- (b) Front/Side Yards -
 - (i) To water front lawns/shrubs and side yards as needed and make arrangements to have this done in their absence.
 - (ii) Shrub removal—either by resident's choice and/or shrubs that die, must be replaced at residents' expense with a slow growing variety of like kind, i.e. evergreen. These must also be suited to the space available and exposure conditions. Approval from strata council is required. Some varieties recommended are heathers, azaleas, skimmia japonica, yew and camellia.
 - (iii) Areas where shrubs have been removed cannot be filled with annuals.
 - (iv) If residents elect to do their own trimming of cedar, shape is to be consistent with that done by our contracted landscapers.
 - (v) NO LARGE growing or high maintenance trees are to be added to the landscape. Trees are NOT to be planted in front of house numbers, in front of windows or gas/electric or utility meter.
 - (vi) Trees/shrubs that are currently planted throughout the complex that are identified by the strata council as too large will be candidates for removal i.e. trees depositing leaves in gutters/over neighbours fences or trees whose root system may be encroaching under patios.
 - (vii) Perennials/annuals/bulbs – in common/limited common property areas are subject to restrictions at the discretion of strata council. Refrain

from crowding plants into every exposed space i.e. between garage doors. Dead-heading throughout the growing season must be maintained by resident as well as the removal of plants when they have completed their bloom cycle.

53. Apartment owners, occupants or tenants are responsible for the following:
- (a) Balconies/Decks -
 - (i) Plant containers/pots are not to be placed directly on the balcony/deck membrane but to be lifted onto plant stands/feet that allow for air circulation under area.
 - (ii) Containers/plants must be portable to facilitate any required maintenance.
 - (iii) Dead-heading throughout the growing season must be maintained as well as the removal of plants when they have completed their bloom cycle.
 - (iv) Hanging pots can only be put up with strata council approval.
 - (v) Once growing season is complete in the fall, debris, dead leaves must be cleaned from balcony/deck gutters.
54. The number of containers and lawn ornaments per unit are under the discretion of the strata council. Repairs for damages to lawns, trees and other plantings shall be paid for by those responsible for causing that damage, in order that satisfactory replacement is made.

DIVISION 12 – RV Parking

55 (1) All parking spots in the RV parking lot are common property, and their use is controlled by the Strata Corporation through the strata council, which has the exclusive power to rent these to owners, occupants or tenants of the Strata Corporation.

(2) No owner, occupant or tenant who currently purports to, control a parking spot or spots in the RV parking lot may "rent out" or "lease" a parking spot in the Strata Corporation's RV Parking lot.

(3) The Strata Corporation reserves the right to assign a different sized parking spot to an owner, occupant or tenant if there is another parking spot in the RV lot which is better suited to the size of vehicle or RV currently parked there by such an owner, occupant or tenant.

(4) If an owner, occupant or tenant is currently using a parking spot in the RV parking lot, then effective January 1, 2018, if that owner, occupant or tenant using that parking spot still requires its use, that owner, occupant or tenant will henceforth pay the Strata Corporation for the use of that RV parking spot, at the annual rental rate set by the Strata Corporation.

(5) If an owner, occupant or tenant ceases to use a parking spot in the RV parking lot, then the Strata Corporation has the right to immediately re-assign the parking lot's use to another owner, occupant or tenant who requires an RV parking spot, at a rental rate to be determined by the Strata Corporation.

(6) Effective January 1, 2018, and each year thereafter, the Strata Corporation will, through the strata council, set an annual rate for parking spots in the following categories:

- (a) small

- (b) medium; and
- (c) large.

(7) The Strata Corporation, through its strata council and strata manager, will keep 3 list of parking spots in the RV parking lot – one each for small, medium, and large spots – and assign them to owners who apply in writing for an RV parking spot, on a 'first come, first serve' basis, in accordance with the date that the written requests are received by the strata council or the strata manager, and in also in accordance with the availability of an appropriate sized parking lot for the vehicle of RV to be parked in the RV parking lot.

(8) If all parking spots in the RV parking lot are being used, then any owners, occupants or tenants who do not have the use of such a parking spot, and wish to have one to use, may apply in writing, to the strata council, to be placed on one of the waiting lists for either a small, medium, or large RV parking spot (the 3 waiting lists).

(9) The three (3) waiting list will be administered as follows:

(a) they will be maintained by the strata council, with the assistance of the strata manager – they will be in both electronic and documentary form;

(b) as parking spots of the appropriate size to the vehicle sought to be parked in the RV parking lot becomes available, the owner, occupant or tenant at the top of the appropriate waiting list will have the first right and opportunity to park a vehicle or RV in the RV parking lot.

(c) the owner, occupant or tenant with the oldest application (yet to be assigned an RV parking spot) will be at the top of the appropriate waiting list, and the owner, occupant or tenant with the most recent application (yet to be assigned an RV parking spot) will be at the bottom of the appropriate waiting list.

(d) as an owner, occupant of tenant at the top of each of the 3 waiting lists is removed, upon being assigned an appropriate parking spot, the next owner, occupant or tenant in the line below will move to the top of the waiting list; and

(e) the strata council may also remove an owner, occupant or tenant from the waiting list, if that owner, occupant or tenant either sells their strata unit, or withdraws the application to be assigned an RV parking spot.

(10) In the event that there is a vacant RV parking spot in the RV parking lot, and there are no outstanding applications for a spot of that size under the applicable waiting list, the strata council reserves the right to assign and rent that parking spot to an owner, occupant or tenant who has applied for an RV parking spot under another of the waiting lists, provided that that owner's, occupant's or tenant's vehicle or RV may be safely and fully parked in that vacant RV parking spot, and in accordance, where appropriate, with bylaw 53(9) above.

DIVISION 13: Electric Cars/Charging Stations

56 (1) Owners, occupants or tenants are permitted to both own and park electric cars in their assigned parking stalls on the Strata Corporation's property.

(2) The Strata Corporation provides electrical power from its common area junction box to three sub-junction boxes in each of the underground parking lots

located below the two Apartment buildings on the Strata Corporation's property • owners, occupants or tenants may, at their own cost, bring an electrical power line from the nearest sub-junction box to their assigned parking stall(s) and install an appropriate plug receptacle for charging an electric car.

(3) Before any owner, occupant or tenant undertakes the installation of a power line and plug receptacle for an electric car, they must apply in writing to the Strata Council of the Strata Corporation, to obtain prior written permission from the Strata Corporation for such an installation.

(4) At no time will the Strata Corporation, through the Strata Council, authorize the installation of a power line and plug receptacle for an electric car, from one of the sub-junction boxes located in the two underground parking lots, unless the installation is to be performed by a certified and qualified electrician.

(5) In addition, before any installation, as detailed above, proceeds, the owner(s), occupants or tenants will be required to sign an agreement with the Strata Corporation, as provided by the Strata Council, whereby the owner(s) occupant or tenants:

(a) agrees to indemnify and hold harmless the Strata Corporation from any liability relating to the use of the installed power line by the owner(s), occupant or tenant;

(b) confirms that the installation of the power line and plug receptacle will be done by a certified and qualified electrician; and

(c) agrees that once the electrical power line and plug receptacle have been installed at the assigned parking stall of the owner(s) occupant or tenant, that the installation will be permanent, and will not be removed, even on the sale or disposition of the unit of the owner(s)

–the agreement to be signed by the owner(s) occupant or tenant and the Strata Council will be in the form found in Appendix B to these Bylaws.

(6) In addition to owners, occupants or tenants bearing the cost of the installation of electrical power lines and plug receptacles for electric cars, such owners, occupants or tenants will also bear the cost of all additional electrical power use associated with the power lines and plug receptacles, which is over and above the common area electrical power consumption of the Strata Corporation.

(7) Owners, occupants or tenants with electrical power lines and plug receptacles, taken from sub-junction boxes, will pay the Strata Corporation for their individual use of power, in addition to their proportionate share (based on unit entitlement) of common area power usage which does not relate to electrical car charging.

(8) The Strata Corporation will determine individual power usage of owners, occupants or tenants with electrical car power lines and plug receptacles by reference to electrical power consumption meters on sub-junction boxes used by owners, occupants or tenants with electrical cars -- such usage will be paid by owners, occupants or tenants with electrical cars independently of their contribution, through strata fees, towards general common area electrical power costs.

(9) The Strata Corporation, through its Strata Council and strata property manager, will collect data from the metering of individual electric car-charging power lines, and use this data to set a fee for the use of such electricity by owners, occupants or tenants with electric cars -- these fees will be set by the Strata Corporation for three month, or quarterly, periods, based on the previous three months of power consumption by each of the owner(s), occupants or tenants of an electric car.

(10) The Strata Corporation will not charge a blanket fee to each owner of an electric car, but will base the fees for use of electrical power relating to electric cars on each specific owner's usage.

(11) For each owner, occupant or tenant who installs an electrical power line and plug receptacle for an electric car, the initial three months of power usage will be paid in arrears, immediately following the first determination by the Strata Corporation of the usage of that owner or owners, and, thereafter, the fee for the next three months or quarter of a year will be paid in advance by the owner, occupant or tenant.

(12) Payments for electrical power use relating to electric cars will be made by applicable owners, occupant or tenant on the 1st day of each month, to the Strata Corporation, care of the strata property manager -- such fees will not be considered as a part payment of regular strata maintenance dues.

(13) Neither in the event that an applicable owner, occupant or tenant ceases to use an installed power line and plug receptacle for an electric car, nor on the sale or disposition of a unit by an owner with an electric car, shall any owner remove an individual power line or plug receptacle for an electric car from the underground parking lots below the Apartment buildings of the Strata Corporation -- once installed, these power lines and plugs are deemed to be the common property of the Strata Corporation.

DIVISION 14: SEVERABILITY

14.1 Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph, or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

[APPENDIX B - INDEMNITY AGREEMENT MUST BE PREPARED]

Hazelwood Grove Bylaw -- Appendix "C"

Strata Corporation Privacy Policy --

Key Fob System:

1...The information is required to open the Young Road, Airport Road gates and the garage doors on Apartment 1000 and 2000. The information recorded is the date, time of the request to enter and the key fob owner who made the request.

2...The information is recorded on the computer in the strata council office and is stored by the system for 30 days and then is deleted from the computer. At the present time the only person who can access the information is the President/Privacy Officer.

3... The information recorded will only be released to an owner, occupant or tenant on written request to view their own information, or by legal court order for the investigation of a criminal matter. Owners, occupants or tenants will not be allowed to **view** any other owner's, occupant's or tenant's information obtained by the operation of the gate/garage opening system.

Video System:

1 ... The location of the camera's will be given to the owners, occupants or tenants of Hazelwood Grove. Examples would be the interphone system at Young Road gate, the RV parking lot, the front door area of the Clubhouse and possibly the parking garages in Apartments 1000 and 2000. Cameras would only be placed at these locations as the need to stop willful damage and thefts increase. There are only two areas that are being considered at this time and they are the Young Road interphone and the RV parking lot.

2... When cameras are installed the information recorded will be stored on the recording device for one month and then it will be destroyed. The information recorded will only be released to an owner, occupant or tenant on written request to view their own information, or in the investigation of a criminal matter by the police or courts as required by law. Owners, occupants or tenants will not be allowed to view any other owner's, occupant's or tenant's information obtained by the operation of a video recording system.

3... Notices will be placed at the main entrance points into the Hazelwood Grove Strata Corporation, advising that there are video recording being made while on the Strata Corporation property.