

## 9.4 Medium Density Multiple Family Residential

RM3

### 9.4.1 Intent

The RM3 zone is intended for *apartments, townhouses, cluster housing* in areas designated “Urban Residential” by the Official Community Plan. Development Permit application and urban services are required.

### 9.4.2 Permitted Use

In the RM3 zone, the following *uses* are permitted upon the *lot* and all others are prohibited:

- (a) *multiple family dwellings* or groups of *multiple family dwellings* including *apartment buildings, townhouse dwellings* and *cluster housing dwellings*
- (b) *boarding houses*
- (c) *home based business*
- (d) *accessory buildings and uses*
- (e) keeping of not more than three boarders

### 9.4.3 Density

9.4.3.1 *Townhouse* and *cluster dwellings* require not less than 290 square metres (3,120 sqft) of *lot area* per *dwelling unit* except as provided in 9.4.4.

9.4.3.2 Each *apartment building* with surface parking shall have a maximum of three *dwelling units* for the first 930 square metres (10,010 sqft) of *lot area* and a minimum of 95 square metres (1,020 sqft) of *lot area* for each additional *dwelling unit*.

9.4.3.3 Each *apartment building* with a minimum of 60% of parking space provided underground shall have a maximum of four *dwelling units* for the first 930 square metres (10,010 sqft) of *lot area* and a minimum of 75 square metres (805 sqft) of *lot area* for each additional *dwelling unit*, except as provided in 9.4.4.

### 9.4.4 Amenity Space Density Bonusing

9.4.4.1 If *amenity space* is provided in the amount of 3 square metres (32 sqft) per *dwelling unit* or 50 square metres (530 sqft), whichever is greater,

- (a) the maximum *lot coverage* shall be 45% of the *lot area*;
- (b) *townhouses* and *cluster housing dwellings* require not less than 250 square metres (2,690 sqft) of *lot area* per *dwelling unit*; and
- (c) the minimum site *area* for each *dwelling unit* in an *apartment building* with a minimum of 60% of parking space provided underground shall be 65 square metres (700 sqft) of *lot area* for each *dwelling unit* after the first four *dwelling units*.

9.4.4.2 For developments with 40 or more *dwelling units* where over 30% of *units* have three or more bedrooms, an equipped playground on the *lot* with minimum dimensions of 7.5 x 7.5 metres (25 x 25 ft) shall be provided.



**Exhibit D**  
**Phased Strata Plan Declaration (as Amended)**

NEW WESTMINSTER LAND TITLE OFFICE

Jun-11-2020 14:43:05.001

CA8239094

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 4 PAGES

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

Rajiv Karamchand Gandhi 3UYT4M	Digitally signed by Rajiv Karamchand Gandhi 3UYT4M Date: 2020.06.11 14:41:27 -07'00'
--------------------------------------	--------------------------------------------------------------------------------------------------

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

COX, TAYLOR, Barristers & Solicitors

Burnes House, Third Floor

26 Bastion Square

Victoria

BC V8W 1H9

Telephone: (250) 388-4457

Document Fees: \$29.95

Deduct LTSA Fees? Yes

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

Form-PA Amended Phased Strata Plan Declaration

LTO Document Reference: BJ341571

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**019-111-568**

**LOT A EXCEPT FIRSTLY: PHASE ONE STRATA PLAN LMS2201  
DISTRICT LOT 5306 GROUP 1 NEW WESTMINSTER DISTRICT PLAN  
LMP20686**

**Strata Property Act**  
(Section 221 and 222)

Form P

## AMENDED PHASED STRATA PLAN DECLARATION

**SUN COAST PROPERTIES LTD.**, P.O. Box 411, Powell River, British Columbia V8A 5C2 (the "Developer") declares:

1. That it intends to create a strata plan by way of phased development of part of the following lands:

**Parcel Identifier 019-111-568**  
**Lot A, District Lot 5306, Group 1, New Westminster District, Plan LMP20686**

2. That the plan of development is as follows:
  - (a) **PHASES** - There are three (3) phases. Each phase consists of strata lots and associated common property, as follows:
    - Phase 1 – sixteen (16) strata lots - COMPLETED
    - Phase 2 – eight (8) strata lots;
    - Phase 3 – twelve (12) strata lots.
  - (b) **PLAN** - Annexed at Schedule 1 to this declaration is a sketch plan showing:
    - (i) all the land to be included in the phased strata plan;
    - (ii) the present parcel boundaries;
    - (iii) the approximate boundaries of each phase;
    - (iv) the approximate location of the common facilities.
  - (c) **CONSTRUCTION** - The estimated date of commencement of construction and completion of construction for each phase is as follows:

Phase	Commencement	Completion
1	December 20, 1994	COMPLETED
2	May 1, 2020	May 1, 2021
3	October 1, 2020	December 1, 2021

- (d) **UNIT ENTITLEMENT** - The unit entitlement for each residential Strata Lot in the Development is a number that is approved by the superintendent and that in the superintendent's opinion allocates a fair portion of the common expenses to the owner of the Strata Lot as set out in section 246(3)(a)(iii) of the Strata Property Act.

Act. The total unit entitlement of the completed development is summarized as follows:

Phase	Unit Entitlement
1	1,751
2	937
3	1,885
<b>Total</b>	<b>4,573</b>

(e) **DESCRIPTION** - 36 residential strata lots will be created in this development, with common property.

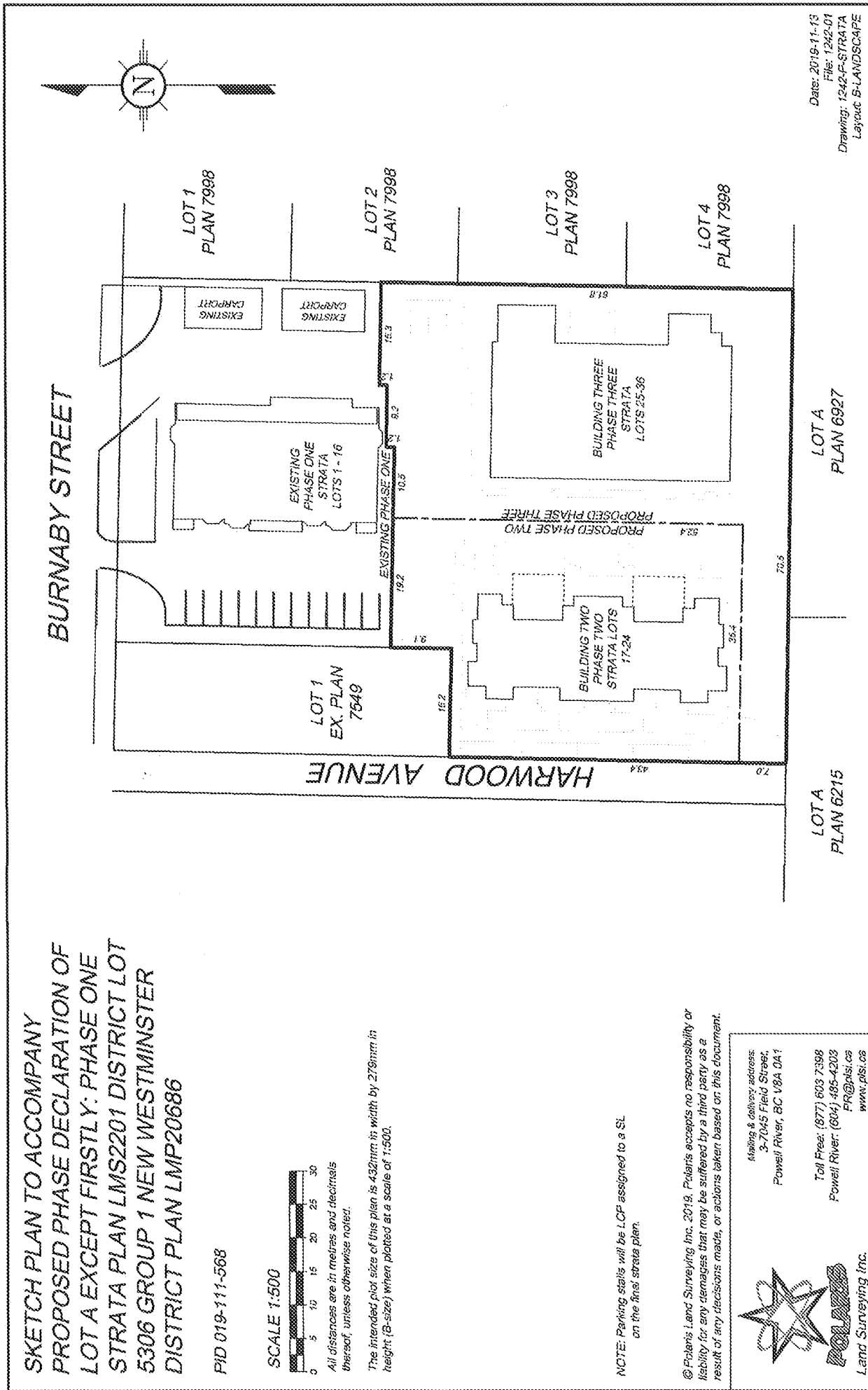
3. The Developer's predecessor in title elected to proceed with Phase 1 on November 3, 1995, with Phase 2 on 28 February 1996, and with Phase 3 on 28 February 1997.

DATED the 29<sup>th</sup> day of November 2019.

Jay Marshall  
(on behalf of the Developer)

APPROVED AS TO PHASING BY THE APPROVING OFFICER as of November 28<sup>th</sup>, 2019

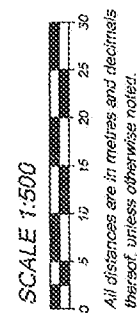
[Signature] M.A.P., R.P.P.  
Signature of Approving Officer



Date: 2019-11-13  
 File: 1242-01  
 Drawing: 1242-F-STRATA  
 Layout: 5-LANDSCAPE

SKETCH PLAN TO ACCOMPANY  
 PROPOSED PHASE DECLARATION OF  
 LOT A EXCEPT FIRSTLY: PHASE ONE  
 STRATA PLAN LMS2201 DISTRICT LOT  
 5306 GROUP 1 NEW WESTMINSTER  
 DISTRICT PLAN LMP20686

PID 019-111-568



The intended plot size of this plan is 432mm in width by 279mm in height (B-size) when plotted at a scale of 1:500.

NOTE: Parking stalls will be LCP assigned to a SL on the final strata plan.

© Polaris Land Surveying Inc. 2019. Polaris accepts no responsibility or liability for any damages that may be suffered by a third party as a result of any decisions made, or actions taken based on this document.

Mailing & delivery address:  
 3-7045 Field Street,  
 Powell River, BC V8A 0A1

Toll Free: (877) 603 7398  
 Powell River: (604) 485-4203  
 FR@plsi.ca  
 www.plsi.ca

Land Surveying Inc.

95 NOV - 1 13 56

BJ341571

1

LAND TITLE OFFICE

November 3, 1995

REGISTRAR  
LAND TITLE OFFICE  
NEW WESTMINSTER, B.C.

2

Please receive herewith the following document(s) for filing \_\_\_\_\_

Form E - Declaration of Intention to create  
a Strata Plan by Phased Development  
PID 019-111-568 Lot A District Lot 5306  
Plan LMP20686 ✓

*Duckiehop*  
11/07/95 B22316 DOC FIL 20.00

SURVEY DEPT.

*Ala Stonier*  
(signature)  
Ala Stonier - Agent for  
Martin Ostense, Barrister/Solicitor  
4581 Marine Avenue  
Powell River B.C. V8A 2K7  
Phone 485-2818

what about phase 1?

2

**SCHEDULE "B"**  
**CONDOMINIUM ACT**  
**(Section 31)**  
**FORM E**

**DECLARATION OF INTENTION TO CREATE A STRATA PLAN PHASED DEVELOPMENT**

I, Wolfgang Josef Staudenraus, President of Wolfgang Holdings Ltd. (the "Developer") of 48 Rockland Road, Campbell River, B.C., declare:

- ✓ 1. That the Developer intends to create a strata plan by way of phased development of the parcel of land legally described as Parcel Identifier - - Lot A, District Lot 5306, Plan LMP 20686, to which the Developer is the registered owner in fee simple.
- 2. That the plan of development is as follows:
  - (a) Phase 1 - 16 apartment strata lots ✓  
Phase 2 - 12 apartment strata lots  
Phase 3 - 24 apartment strata lots
  - (b) Exhibit 1 attached hereto shows:
    - (i) all the land to be included in the phased strata plan;
    - (ii) the parcel boundaries;
    - (iii) the approximate boundaries of each phase; and
    - (iv) the approximate location of the common facilities. N/A ✓
  - (c) Construction Schedule:
    - Phase 1: Commence: December 20, 1994 ✓  
Complete: September 30, 1995
    - Phase 2: Commence: March, 1996  
Complete: February, 1997
    - Phase 3: Commence: March, 1997  
Complete: February, 1998
  - (d) Unit Entitlement:
    - Phase 1: See proposed Strata Plan Phase 1, prepared for Disclosure Statement purposes.
    - Phase 2: See Exhibit 2 attached hereto.
    - Phase 3: See Exhibit 2 attached hereto.
    - Aggregate Phase 1, 2 and 3: See Exhibit 2 attached hereto.
  - (e) Phase 1 of the development will be comprised of a three and one-half storey apartment building. The apartment building will contain 16 two bedroom units. ✓

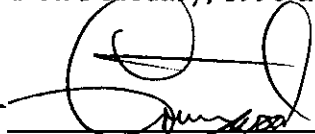



3


Phase 2 of the development will be comprised of a three one-half storey apartment building attached to the phase 1 building. The apartment building will contain 12 units.

Phase 3 of the development will be comprised of a three and one-half storey apartment building. The apartment building will contain 24 units.

3. That I shall elect whether or not to proceed with each phase depending on the strength of sales in the preceding phase. That I shall ~~elect~~ to proceed with Phase 2 in February, 1996 and Phase 3 in February, 1997.

  
\_\_\_\_\_  
Approving Officer of the  
Corporation of the  
District of Powell River

 Phase 1  
Wolfgang Holdings Ltd. (Inc. No. 358928)  
by its lawful attorney:  
DF BJ 341570

  
\_\_\_\_\_  
DAVID GARLING

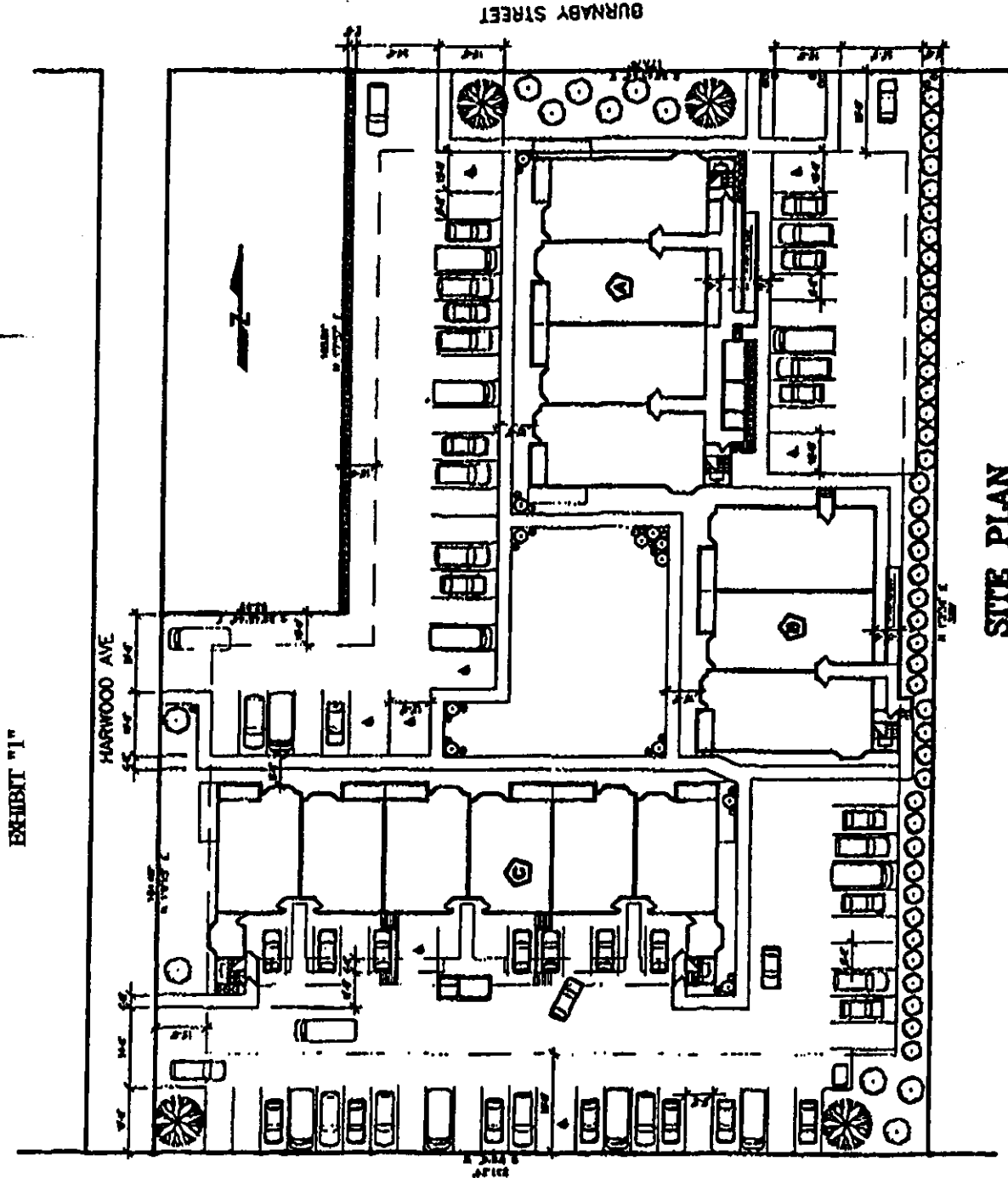


EXHIBIT "1"

SITE PLAN

1" = 40'

LOT AREA: 76,122 sqft.  
 LOT COVERAGE: 22.5%  
 TOTAL NO. OF UNITS: 52  
 1--4LEVEL 16UNIT APT. "A"  
 1--4LEVEL 12UNIT APT. "B"  
 1--4LEVEL 24UNIT APT. "C"  
 TOTAL NO. OF PARKING STALLS: 81  
 62 STALLS ARE 8'-2" x 19'-0"  
 11 SMALL CAR STALLS ARE PART OF APT. "A" GROUND FLOOR.  
 8 STALLS ARE HANDICAP.

HEIDEMA ENGINEERING LTD 580 CEDAR ST. GURNABY RIVER B.C. TEL: 250-461-1111 FAX: 250-461-1101	PRELIMINARY SITE PLAN MULTI-RESIDENTIAL APARTMENTS	VOLFGANG HOLDINGS LTD. POWELL RIVER B.C.	PROJECT NO: 1725-A SCALE: 1"=20' DATE: 08/28/94 CHECKED BY: P. HEIDEMA DRAWN BY: M. HEIDEMA SHEET NO: 1725-A
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SECOND SHEET, Sheet 2 of 11 sheets

# PHASE ONE, STRATA PLAN LMS CONDOMINIUM ACT

LOT	SHEET	FORM 1			FORM 2		FORM 3
		SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF INTEREST	SCHEDULE OF VOTING RIGHTS		
1	4	107	135,900				
2	4	110	130,500				
3	4	108	129,900				
4	4	109	138,900				
5	5	109	148,900				
6	5	111	140,900				
7	5	108	138,900				
8	5	111	148,900				
9	6	109	158,900				
10	6	111	150,500				
11	6	108	149,900				
12	6	111	158,900				
13	7	109	167,900				
14	7	111	160,500				
15	7	108	159,900				
16	7	111	167,900				
AGGREGATE		1751	2,378,800				

EXHIBIT "2"

Accepted on to Forms 1, 2 and 3  
this day of . 1995.

5

6

EXHIBIT 2 PHASE TWO, STRATA PLAN LMS

CONDOMINIUM ACT

LOT	SHEET	FORM 1		FORM 2		FORM 3
		SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS	
17	8	110				
18	8	108				
19	8	109				
20	9	111				
21	9	108				
22	9	111				
23	10	111				
24	10	108				
25	10	111				
26	11	111				
27	11	108				
28	11	111				
<b>AGGREGATE</b>		<b>1317</b>				

END  
7

EXHIBIT 2  
CONDOMINIUM ACT  
PHASE THREE, STRATA PLAN LMS

LOT	SHEET	FORM 1		FORM 2		FORM 3	
		SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTREST UPON DESTRUCTION	SCHEDULE OF INTREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS		
29	15	107					
30	15	110					
31	15	108					
32	15	110					
33	15	108					
34	15	109					
35	16	109					
36	16	111					
37	16	108					
38	16	111					
39	16	108					
40	16	111					
41	17	109					
42	17	111					
43	17	108					
44	17	111					
45	17	108					
46	17	111					
47	18	109					
48	18	111					
49	18	108					
50	18	111					
51	18	108					
52	18	111					
<b>AGGREGATE</b>		<b>2626</b>					

**Exhibit E**  
**Unit Entitlement / Schedule of Destruction**

PHASE ONE, STRATA PLAN LMS 2201  
CONDOMINIUM ACT

LOT	SHEET	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
1	4	107	136,900	
2	4	110	130,500	
3	4	108	129,900	
4	4	109	136,900	
5	5	109	146,900	
6	5	111	140,500	
7	5	108	139,900	
8	5	111	146,900	
9	6	109	156,900	
10	6	111	150,500	
11	6	108	149,900	
12	6	111	156,900	
13	7	109	167,900	
14	7	111	160,500	
15	7	108	159,900	
16	7	111	167,900	
AGGREGATE		1751	2,378,800	

Accepted as to Forms 1, 2 and 3  
this 11 day of OCT, 1995.

Di Dwyer  
Superintendent of Real Estate

Mortgagee  
CANADIAN IMPERIAL BANK OF COMMERCE

Sr Insp [Signature]  
Authorized Signatory Karl R. Ditchfield

Insp [Signature]  
Authorized Signatory Kenneth W. Speidel

Witness  
Elizabeth A. Wingate  
Banker  
Occupation  
6<sup>th</sup> floor, 400 Burrard St  
Address  
Vancouver, BC, V6C 3A6

Owner  
WOLFGANG HOLDINGS LTD INC  
358928

W. Randerer  
Authorized Signatory

WOLFGANG JOSEF STAUDENRAUS  
Jack E. Chicolo  
Authorized Signatory WITNESS  
WAL E. CHICOLO.

Witness  
BCLS  
Occupation  
Campbell River BC  
Address  
4-1330 Elm Street

STATUTORY DECLARATION

I / We, the undersigned do solemnly declare that:  
(1) I / We the undersigned am/are the duly authorized agent of the owner developer  
(2) The Strata Plan is entirely for residential use.  
I / We make this solemn declaration conscientiously believing it to be true, and knowing it is of the same force and effect as if made under oath.

W. Randerer  
Authorized Signatory WOLFGANG JOSEF STAUDENRAUS  
WOLFGANG HOLDINGS LTD.

Declared before me at Campbell River, British Columbia  
this 11<sup>th</sup> day of SEPTEMBER 1995

[Signature]  
WALTER H. STEIN  
BARRISTER & SOLICITOR  
#101 - 990 CEDAR STREET  
CAMPBELL RIVER, B.C. V9W 7Z9  
PHONE 286-3834  
A Commissioner for taking Oaths.

FORM 13  
NEW DEVELOPMENT CERTIFICATE  
Section 8(1)

I, J.E. Chicolo, British Columbia Land Surveyor, hereby certify that the buildings shown in this Strata Plan have not of this 6<sup>th</sup> day of July, 1995, been previously occupied. Dated at Campbell River, B.C. this 6<sup>th</sup> day of July, 1995.

Jack E. Chicolo B.C.L.S.

Dated this 6<sup>th</sup> day of July, 1995.

Jack E. Chicolo B.C.L.S.

*Strata Property Act*

**Form V**

[am. B.C. Reg. 203/2003, s. 5.]

**SCHEDULE OF UNIT ENTITLEMENT**

*(Sections 245 (a), 246, 264)*

Re: Strata Plan LMS2201, being a strata plan of:

*PID 019-111-568*

LOT A EXCEPT FIRSTLY: PHASE ONE STRATA PLAN LMS2201 DISTRICT LOT 5306 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP20686

**STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS**

The unit entitlement for each residential strata lot is one of the following *[check appropriate box]*, as set out in the following table:

- (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246 (3) (a) (i) of the *Strata Property Act*.

**Certificate of British Columbia Land Surveyor**

I, Michael Lewis Rogers, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: October 25th, 2021 *[month day, year]*.

Michael Rogers  
GSREV8  
Digitally signed by Michael Rogers GSREV8  
Date: 2021.10.25 14:02:55 -07'00'

Signature

**OR**

- a whole number that is the same for all of the residential strata lots as set out in section 246 (3) (a) (ii) of the *Strata Property Act*.

**OR**



(c) a number that is approved by the Superintendent of Real Estate in accordance with section 246 (3) (a) (iii) of the *Strata Property Act*.

.....  
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement**
17	3	113.0	113	12.2%
18	3	114.0	114	12.3%
19	3	114.1	114	12.3%
20	3	113.5	113	12.2%
21	4	118.8	119	12.9%
22	4	116.2	116	12.6%
23	4	116.3	116	12.6%
24	4	118.5	119	12.9%

**Total  
number  
of lots: 8**

**Total unit entitlement  
for Phase 2 of residential strata  
lots: 924**

\* expression of percentage is for informational purposes only and has no legal effect

\*\* not required for a phase of a phased strata plan

Date: October 26, 2021 .....[month day, year].

Signature of Owner Developer

J Marshall

## SCHEDULE OF INTEREST ON DESTRUCTION

**Re: Strata Plan LMS2201, being a strata plan of Parcel Identifier 019-111-568, Lot A, District Lot 5306, Group 1, New Westminster District, Plan LMP20686 except Phases 1 and 2, Strata Plan LMS2201**

---

<b>Strata Lot</b>	<b>Unit Entitlement</b>
17	170,900
18	172,500
19	172,500
20	170,900
21	180,000
22	175,500
23	175,500
24	180,000

**Strata Property Act**

Form V

**SCHEDULE OF UNIT ENTITLEMENT**

(Section 245(a), 246, 264)

**Re: Strata Plan LMS2201, being a strata plan of Parcel Identifier 019-111-568, Lot A, District Lot 5306, Group 1, New Westminster District, Plan LMP20686 except Phases 1 and 2, Strata Plan LMS2201**

---

**STRATA PLAN CONSISTING OF RESIDENTIAL STRATA LOTS**

- (a) the habitable area of the lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the *Strata Property Act*.

**Certificate of British Columbia Land Surveyor**

I, \_\_\_\_\_, a British Columbia land surveyor, certify that the following table reflects the total area of each residential strata lot.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Strata Lot	Sheet	Habitable Area (m <sup>2</sup> )	Unit Entitlement	%* of Total Unit Entitlement of Strata Lots in Phase
25		165.6	166	8.98%
26		141.8	142	7.68%
27		141.8	142	7.68%
28		165.6	166	8.98%
29		165.6	166	8.98%
30		141.8	142	7.68%
31		141.8	142	7.68%
32		165.6	166	8.98%
33		165.6	166	8.98%
34		141.8	142	7.68%
35		141.8	142	7.68%
36		165.6	166	8.98%

Schedule of Unit Entitlement approved by the Superintendent of Real Estate in accordance with section 246 (5) of the ***Strata Property Act***.

N/A

---

Signature of Superintendent of Real Estate

Date:

---

FOR THE DEVELOPER

## SCHEDULE OF INTEREST ON DESTRUCTION

**Re: Strata Plan LMS2201, being a strata plan of Parcel Identifier 019-111-568, Lot A, District Lot 5306, Group 1, New Westminster District, Plan LMP20686 except Phases 1 and 2, Strata Plan LMS2201**

---

<b>Strata Lot</b>	<b>Unit Entitlement</b>
25	251,000
26	215,000
27	215,000
28	251,000
29	251,000
30	215,000
31	215,000
32	251,000
33	251,000
34	215,000
35	215,000
36	251,000

**Exhibit F**  
**Strata Bylaws**

NEW WESTMINSTER LAND TITLE OFFICE

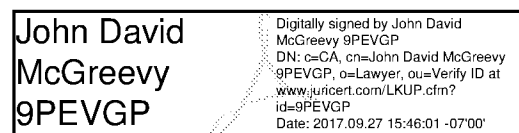
Sep-29-2017 16:44:42.001

CA6340434

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 2 PAGES

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



Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

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

McGreevy Law Corporation  
4023 Hastings Street

Phone: 604.688.1854  
File: Grandview Apartments

Burnaby BC V5C 2J1

Document Fees: \$28.63

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

**NO PID NMBR THE OWNERS, STRATA PLAN LMS2201**

Related Plan Number: **LMS2201**

*Strata Property Act*  
**FORM I**  
**AMENDMENT TO BYLAWS**

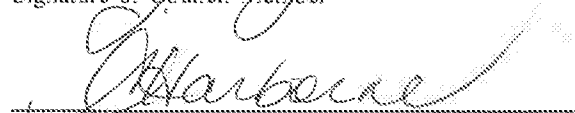
*(Section 128)*

The Owners, Strata Plan certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on June 27, 2017.

The Smoking by-law change is as follows:

- (1) Smoking is Prohibited
  - (a) In a Strata lot, (Strata Unit)
  - (b) On the interior common property including but not limited to hallways, elevators, parking garages, electrical and mechanical rooms
  - (c) On patios and balconies, walkways
  - (d) Within six meters of a door, window or air intake, and
  - (e) On any land that is a common asset

  
Signature of Council Member

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



SURVEY DEPT.

97 JUL 22 09 45

BL253858

LAND TITLE OFFICE  
NEW WESTMINSTER/VANCOUVER

July 22, 1997

REGISTRAR  
LAND TITLE OFFICE  
NEW WESTMINSTER, B.C.

Please receive herewith the following document(s) for filing

Form 9 Notification of Change of Bylaws  
Strata Plan LMS 2201

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Alan Stoner  
Alan Stoner Agent for  
Whyard Villani,  
Barristers and Solicitors  
4476 Marine Avenue  
Powell River B.C. V8A 2K2  
Phone 485-6188

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CCNS CORPORATE SERVICES LTD. <sup>NP</sup> <sub>115</sub> (W)

## Form 9

**NOTIFICATION OF CHANGE OF BYLAWS**  
(Section 26, Section 28(2))

The Owners, Strata Plan No. LMS2201 (a strata corporation) hereby certify that by special resolution duly passed on the 200 day of June, 1996, the bylaws of the First or Second Schedule (as the case may be) to the Act, as they applied to the said strata corporation, were added to, amended or repealed as follows:

1. The bylaws shall be amended by inserting after Section 132 the following:

**Use of the Strata Lots**

133. The Strata Lots shall not be used for commercial or professional purposes or for any purpose which may be illegal or contrary to any government or municipal rules or ordinances, or is injurious to the reputation of the building or its owners.

**Disturbance to Others**

134. No noise shall be made in or about any Strata Lot or the common property which, in the opinion of the council, is a nuisance or unreasonably interferes with use and enjoyment of any of Strata Lot by its owner. Common property, hallways or parking areas shall not be used at any time for recreational purposes. Further to the foregoing, quietness is definitely to be observed from 11:00 p.m. to 7:00 a.m. and residents are responsible for their guests.

135. Barbecuing is prohibited in all areas.

136. No hindrances or restrictions shall be caused to sidewalks, entrances, exits, halls of passages, stairways, vestibules or other parts of the common property.

137. No owner, tenant, guest or visitor shall:

- (a) Be permitted to trespass on any part of the property to which another owner is entitled to exclusive occupation; or
- (b) Consume or transport any open beverage, alcoholic or otherwise, or food in the common

areas except in the activity room or other designated areas.

138. Smoking is prohibited in all common areas of the building.

#### **Hazards**

139. Everything shall be done to reduce fire hazards and nothing shall be brought to or stored in a Strata Lot or any common area which will in any way increase or tend to increase the risk of fire of the rate of fire insurance or any other insurance policy held by the Strata Corporation or which may invalidate any insurance policy.

140. No inflammable or offensive material or any other articles, including cigarettes and matches, shall be thrown out of or permitted to call out of any window, door, balcony, stairway, passage or any other part of the Strata Lot. Storage of any inflammable material is strictly prohibited in any part of the building except for the storage of gasoline for the lawn mower.

141. Waterbeds must be of an approved standard and have the consent of the Strata Council. The owner of the Strata Lot is responsible for any water damage to any part of the property.

141.

- (a) In the event of any emergency emanating from a Strata Lot whose owner cannot be contacted immediately to provide access for protection of common property or other Strata Lots, entrance will be gained by force at the owner's expense.
- (b) The Strata Chairperson has a master key, which may be used only in the event of an emergency. He/she must always be accompanied by one other person when entering a suite.

#### **Cleanliness**

143. Mops or dusters of any kind shall not be shaken from any balcony, stairway, window or any part of the common property.

144. No owner shall allow the area around his or her premises to become untidy or unsanitary. The Council shall be at liberty to remove any rubbish or clean the common area to the owner's premises to its satisfaction and charge the expense to the owner.

145.

- (a) Household refuse and garbage shall be packed in suitable leakproof plastic bags, properly tied and placed in the garbage bin.
- (b) Any material other than ordinary household refuse shall be taken to the appropriate drop-off depots by the owner or resident.
- (c) All recyclable material, as outlined on the Recyclers sheet, shall be taken to the recycling shed and placed in the appropriate containers. Empty cardboard boxes are to be flattened before being deposited.

#### **Exterior Appearance and Alterations**

146. No signs, billboards, placards, fences, advertising or notices of any kind shall be erected or displayed on the common property or in or about any Strata Lot in any manner which may make the

same visible from outside the Strata Lot.

147. No business telephone will be allowed in the Strata Corporation, where the use of such telephones will interfere with the quiet enjoyment of the fellow residents.

148. No TV antenna or radio antenna or similar structure or appurtenances thereto shall be erected or fastened to any unit except in connection with a common TV cable system authorized by the Strata Council.

149. No laundry, washing, clothing, bedding or any other articles shall be hung or displayed from windows, balconies or other parts of the building.

150.

(a) An owner must receive the written permission of the Strata Council before undertaking any alterations to either the exterior or the interior of his/her Strata Lot.

(b) No electrical or plumbing work shall be done without a permit and work must be done by a qualified tradesperson, proof of this to be presented to the Council.

151. The exterior appearance of the building shall not be altered by painting wood, ironwork, concrete or other exterior parts of the building at the Strata Lot.

152. The exterior appearance of the building shall not be altered by the use of awnings. The outside face of all drapes must be white, beige or a neutral shade. Where blinds are used, they must be white or off-white in colour.

#### **Cars and Other Vehicles**

153.

(a) Each resident shall use the parking space which has been specifically assigned to his/her lot.

(b) Owners or tenants **shall not** use visitor parking stalls for long-term parking.

154. Any owner/tenant who desires one of the extra covered parking spaces must apply in writing to the Council. In the event that the demand exceeds the supply, a draw system will be used to allocate spaces. A new draw, if necessary, will be made annually. Any space not reserved will be available for guest parking.

155. The parking spaces shall not be rented or leased to non-residents.

156. Posted speed limits must be strictly observed by all users of the driveways and parking facilities.

157. No major repairs or adjustments shall be made to motor vehicles on the premises where such repairs create unsightly condition and interfere with the quiet enjoyment of other residents.

158. No commercial vehicles shall be brought to or parked on the premises without written permission of the Council, except in the course of delivery to or removal from the premises.

159. Cars and other vehicles may be washed in the area designated for this purpose. Owners must be considerate of other vehicles and keep water usage to a minimum or Council reserves the right to withdraw the privilege.

160. Overnight visitors parking in visitor spaces shall display a card showing the suite number being visited and the last name of the visitor.

161. Vehicles parked in driveways, designated areas and other areas of the common property not authorized for parking will be given one (1) warning after which the vehicle will be towed away at the expense of the owner.

162. Boats, trailers, bicycles, skateboards, roller skates and recreational vehicle of any kind exceeding six (6) feet in width or longer than the unit entitlement allocated to each units parking space may not be kept, stored, placed or parked on any part of the common property therein except in accordance with permission in writing from the Strata Council. Bicycles shall not be allowed above the parking lot level nor will they be allowed on the landscaped areas, balconies or patios. Roller skating or skateboarding will not be permitted on any part of the common area.

163. Each owner or tenant is responsible for clean-up of oil spills in their parking space or the cost of clean-up if not attended to within ten (10) days of notice from the Strata Council. Parking spaces are not to be used for items other than vehicles.

164.

(a) As a general rule, no pets or animals are allowed in the building, but any exceptions (such as seeing-eye dogs) should have the prior approval of the Strata Council. If the Strata Council, on reasonable grounds only, considers a specific pet for whom consent has been given to be a nuisance, the member shall be given a maximum of two (2) warnings after which, if the problem has not been rectified, this consent will be withdrawn and a written notice to the owner ordering a removal of the pet within fifteen (15) days will be given. Any violation of this regulation will be subject to a fine of \$50.00 and a \$5.00 per day charge in Strata Fees until the order has been complied with.

(b) It is the responsibility of all owners to ensure that visitors do not bring pets or animals into the building or allow them to use any part of the common property except seeing-eye dogs. Any pet or animal found loose in the building or on the common property will be delivered to the municipal pound at the expense of the owner.

#### **Damage to the Property**

165. No owner shall be entitled to claim compensation from the Strata Corporation for any loss or damage to the property or person of the owner arising from any defect or want of repair of the common property or any part thereof unless such damage or loss resulted from the negligent act or omission on the part of the Strata Corporation, its employees or agents.

166.

(a) The Strata Corporation shall not be responsible to any owner for any loss, damage or expense caused by an overflow or leakage of water or by the breakage or bursting of any pipes or

- plumbing fixtures or in any other manner whatsoever, unless such damage shall result from a negligent act or omission on the part of the Strata Corporation, its employees or agents.
- (b) Where the Strata Corporation or Owner/Developer is required to enter a Strata Lot for the purpose of maintaining, repairing or renewing pipes, wires, cable and ducts for the time being existing in the Strata Lot capable of being used in connection with the enjoyment of any other Strata Lot or the common property, the Strata Corporation and its agents shall, in carrying out the work or repairs, do so in a proper and workmanlike manner and shall make good any damage to the Strata Lot occasioned by such work and restore the Strata Lot to its former condition, leaving the Strata Lot clean and free of debris. Notice of entrance must be given in advance and in writing to the owner, except in an emergency situation.
- (c) The Strata Corporation or Owner/Developer must inform, in writing, the owner of a Strata Lot which has been entered for the above purposes in an emergency situation.

167. An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property or Strata Lot by his/her act, neglect or carelessness or by any member of his/her family, guests, servants, agents or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.

168. An owner or his/her tenants or guests shall not cause damage to trees, bushes, flowers or lawns and shall not place chairs, tables or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally.

169. An owner or his tenants or his guests shall not deface or cause damage to woodwork, paintwork, walls, carpets, elevator doors or any other common property in the building.

#### **Special Assessments**

170. If at any time it appears that the annual assessment or contribution towards the common expenses will be insufficient to meet the common expenses, the Strata Council may assess and collect a special contribution or contributions against each Strata Lot in an amount sufficient to cover the anticipated common expenses. The Strata Council shall give notice of such further assessment to all owners which shall include a written statement of the reasons for the assessment and each assessment shall be due and payable by each owner on the date or dates specified in the notice. A special assessment requires the passing of a special resolution.

#### **Collection of Fines**

171. Where the tenant or an owner of a Strata Lot contravenes the *Condominium Act* (the "Act") or the bylaws or rules and regulations of the Strata Corporation, the Council shall commence action under Section 46 and 47 of the Act. Each owner has a responsibility for bringing to the attention of the Council these bylaws or any incident by residents or visitors that causes damage or mischief to any part of the common property. The Strata Council may levy a fine not exceeding one hundred (\$100.00) dollars per incident upon the owner of the Strata Lot for the contravention of the bylaws of the rules and regulations of the Strata Corporation by the owner, his/her tenants, employees, agents or invitees.

172. Fines or penalties levied in accordance with the bylaw, rules and regulations of the Strata Corporation will automatically be added to the owner's account at the time of the notification to the owner and are considered due and payable by the first day of the following month.

173. The Strata Council may levy a penalty of twenty-five (\$25.00) dollars per month upon the owner of a Strata Lot who fails to pay his/her portion of the common expenses as determined under Section 128, Part 5, of the Act or any fines or penalties levied in accordance with the bylaws of the Strata Corporation on the due dates of such assessments.

174. Where an owner defaults in the payment of his/her share of the common expenses or fines or penalties levied in accordance with the bylaws of the Strata Corporation, the Strata Council shall register a charge in the Land Title Office in accordance with Section 37 of the Act. All costs incurred in the collection of accounts in any manner will be added to the account of the owner.

### **Security**

175.

- (a) All owners and residents are responsible for the security of the buildings and no owner, tenant, guest or visitor shall provide entry to the building to individuals who are not known to them.
- (b) Owners who lease their premises are responsible for having all keys used for entry to the building returned when tenants are vacating the premises. All owners will be assessed with the cost of replacing keys or changing locks necessitated by a violation of the regulation.
- (c) Children are not permitted to gain entry to the building or to ride in the elevator unless:
  - (i) Accompanied by an adult; and
  - (ii) Are known to the occupant they are visiting and are using the elevator to get to that suite.
- (d) Keys to the building shall not be handed out to anyone, including relatives or friends. Keys to the building and owners' suites are the responsibility of the owners and, if given to others for medical or other situations, the Strata Council should be so notified and each such person receiving keys must be told of the strata rules and regulations.

### **Correspondence**

176. All inquiries, complaints, etc., from owners to the Strata Council concerning matters of a non-emergency nature should be communicated in writing and placed in the Strata Council mailbox in the lobby.

177. In order that continuity may be assured within the Strata Council, the person serving a full term as Chairperson of the current Council will assume the position of Past Chairperson in the new Council, being automatically appointed without the necessity of a new election. This will effectively give a measure of assurance of his/her experience to the new members.

### **Rental Restrictions**

178. An owner shall not lease/rent his/her Strata Lot (except the Owner-Developer may rent or lease his unsold units in accordance with the Disclosure Statement). If exceptional circumstances arise which dictate that an owner must lease/rent his/her Strata Lot, then he/she shall apply in writing

to the Strata Council for permission to lease. The Strata Council may give approval to the applicant to lease/rent his/her Strata Lot, on such terms as the Strata Council may set and may arbitrarily refuse approval in its complete discretion.

179. Subject to Sections 30, 31 and 32 of the Act, the number of units within Strata Plan LMS2201 that may be leased by the owners shall not exceed ten (10%) per cent of the total units. Where an owner or developer leases his Strata Lot in violation of Sections 30 to 32 of the Act, and fails to comply with an order to correct the fault within sixty (60) days, then the Strata Corporation shall be free to levy a fine of \$400.00 per month until the violation is corrected. Children of renters are not to be under 19 years of age.

180. An owner who rents his Strata Lot shall provide to the Strata Corporation a Form "D" Tenant's Undertaking in accordance with Sections 46 and 47 of the Act. Failure to provide a Form "D" within ten (10) days of occupancy shall be cause for a \$25.00 fine to the Strata Lot owner.

#### **Age Restrictions**

181. The age limit for occupancy is forty plus (40+) years. An owner shall not sell, lease or rent his/her Strata Lot to anyone under the age of forty (40) years. An owner shall not allow occupation of his/her Strata Lot by anyone under the age of forty (40) years for more than a month at a time and for more than a total of three (3) months in a calendar year.

#### **Severability**

182. Should any portion of this bylaw be deemed unenforceable by any court of competent jurisdiction, then for purposes of interpretation and enforcement of the bylaw, each section shall be deemed a separate provision and severable and the balance of the provisions contained herein shall remain in full force and effect.

183. Where there are changes created by this bylaw creating amendment to the rules of residency and there are occupants who have been informed of the bylaws, such agreement and/or privileges shall be kept in force until such time as there are changes in the original intent of the agreement, i.e., a pet which has been allowed will stay until it dies or anyone residing in the building who does not meet the age restriction shall be allowed to continue to live there.

#### **Snow and Ice**

184. It is advised that tenants use the elevators at all times when coming in or going out of their apartments (condos); any accidents involving tenants on the stairs shall be their own responsibility.

#### **General**

185. Only artificial Christmas trees will be allowed in the building. Lights will be allowed in the balcony area.

186. All strata cheques must be received by the first (1st) day of each month and preferably three (3) days in advance of the due date. Post-dated cheques are encouraged.

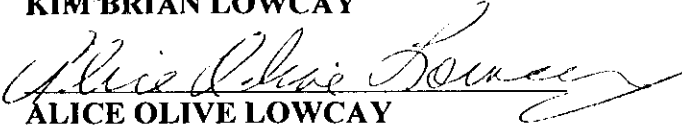


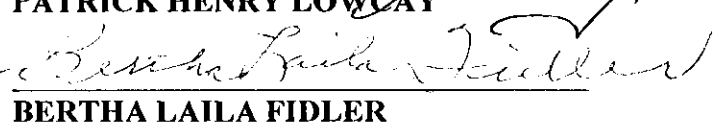
187. If there is any conflict or discrepancy between these additional by-laws numbered 133 to 187 and the statutory by-laws contained in Part 5 of the Act, the terms and conditions of these additional by-laws shall prevail.

The Owners, Strata Corporation LMS2201  
members of Council

  
KIM BRIAN LOWCAY

  
PATRICK HENRY LOWCAY

  
ALICE OLIVE LOWCAY


  
BERTHA LAILA FIDLER

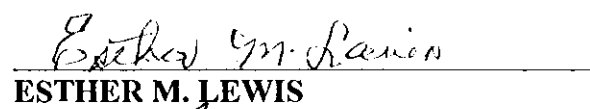
  
MARY MARGARET DAVIS

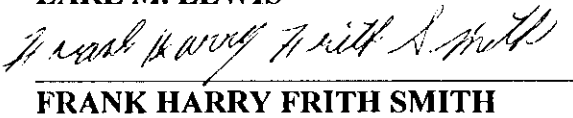
  
DOROTHY B. MACAULEY

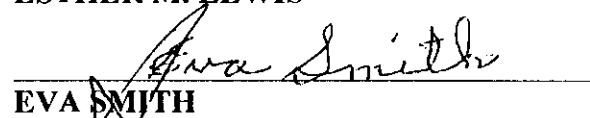
  
RICHARD NELSON HANCOCK

AKEMI MINOZU-FORCINA

  
EARL M. LEWIS

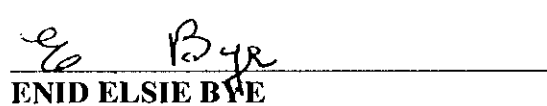
  
ESTHER M. LEWIS

  
FRANK HARRY FRITH SMITH

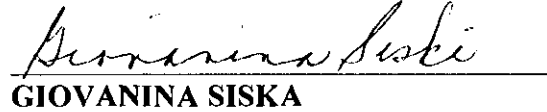
  
EVA SMITH

  
MARION M. McRAE

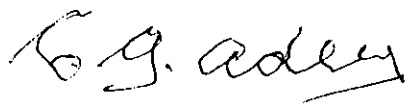
  
WILLIAM ARTHUR JONES

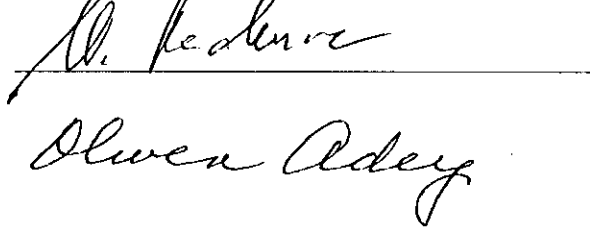
  
ENID ELSIE BYE

  
MIRIAM ATHOLINE LEWIS

  
GIOVANINA SISKA

WOLFGANG HOLDINGS LTD. by its  
authorized signatory



  
Owen Aday

[View Complete Statute](#)

This Act is current to May 12, 2021

See the Tables of Legislative Changes for this Act's legislative history, including any changes not in force.

## **STRATA PROPERTY ACT**

### **[SBC 1998] CHAPTER 43**

#### **Schedule of Standard Bylaws**

#### **Division 1 — Duties of Owners, Tenants, Occupants and Visitors**

##### **Payment of strata fees**

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

##### **Repair and maintenance of property by owner**

- 2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) 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.

##### **Use of property**

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

- (3) An owner, tenant, occupant 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.
- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
  - (a) a reasonable number of fish or other small aquarium animals;
  - (b) a reasonable number of small caged mammals;
  - (c) up to 2 caged birds;
  - (d) one dog or one cat.

#### **Inform strata corporation**

- 4 (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.

#### **Obtain approval before altering a strata lot**

- 5 (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 on the exterior of a building, or that front on the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (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 agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) This section does not apply to a strata lot in a bare land strata plan.

#### **Obtain approval before altering common property**

- 6 (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.

## **Permit entry to strata lot**

- 7 (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, 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 section 149 of the Act.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

## **Division 2 — Powers and Duties of Strata Corporation**

### **Repair and maintenance of property by strata corporation**

- 8 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;
      - (B) the exterior of a building;
      - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
      - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
      - (E) fences, railings and similar structures that enclose patios, balconies and yards;
  - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
    - (i) the structure of a building,
    - (ii) the exterior of a building,
    - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
    - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and

- (v) fences, railings and similar structures that enclose patios, balconies and yards.

### **Division 3 — Council**

#### **Council size**

- 9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

#### **Council members' terms**

- 10 (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) to (5) [Repealed 1999-21-51.]

#### **Removing council member**

- 11 (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.

#### **Replacing council member**

- 12 (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 section 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 Act, the regulations and the bylaws respecting the calling and holding of meetings.

#### **Officers**

- 13 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

- (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 may appoint a replacement officer from among themselves for the remainder of the term.

### **Calling council meetings**

- 14** (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
      - (i) consent in advance of the meeting, or
      - (ii) are unavailable to provide consent after reasonable attempts to contact them.
  - (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

### **Repealed**

**15** [Repealed 2009-17-35.]

### **Quorum of council**

- 16** (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.

### **Council meetings**

- 17** (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 attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
  - (a) bylaw contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

### **Voting at council meetings**

- 18** (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.

### **Council to inform owners of minutes**

- 19** 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.

### **Delegation of council's powers and duties**

- 20** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (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.

### **Spending restrictions**

- 21** (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 subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

### **Limitation on liability of council member**

- 22** (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) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

## **Division 4 — Enforcement of Bylaws and Rules**

### **Maximum fine**

- 23** The strata corporation may fine an owner or tenant a maximum of
- (a) \$50 for each contravention of a bylaw, and
  - (b) \$10 for each contravention of a rule.

### **Continuing contravention**

- 24** 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**

### **Person to chair meeting**

- 25** (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.

### **Participation by other than eligible voters**

- 26** (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**

- 27** (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, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

## **Order of business**

- 28** The order of business at annual and special general meetings is as follows:
  - (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last annual or special general meeting;
  - (g) deal with unfinished business;
  - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
  - (i) ratify any new rules made by the strata corporation under section 125 of the Act;
  - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;

- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

## **Division 6 — Voluntary Dispute Resolution**

### **Voluntary dispute resolution**

- 29** (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 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.

## **Division 7 — Marketing Activities by Owner Developer**

### **Display lot**

- 30** (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

**Contents | Part 1 | Part 2 | Part 3 | Part 4 | Part 5 | Part 6 | Part 7 | Part 8 | Part 9 | Part 10 | Part 11 | Part 12 | Part 13 | Part 14 | Part 15 | Part 16 | Part 17 | Schedule of Standard Bylaws**

**Exhibit G**  
**Budget**

Schedule H  
**BUDGET**

Phases (Units)	Actual <b>Phase 1</b> 16	Proposed <b>Phase 2</b> 24	Proposed <b>Phase 3</b> 36
<b>Income</b>			
Strata Assessments - Operating	68,544	106,438	165,938
Strata Assessments - Reserve	-		
Other Income	2,500	2,500	2,500
<b>Total Income</b>	<b>71,044</b>	<b>108,938</b>	<b>168,438</b>
<b>Expenses</b>			
Financial / Professional			
Bank Charges	300	450	675
Professional Services	5,000	7,500	11,250
Adminstration / Office	200	200	200
Management Fees***	4,344	6,500	9,750
Elevator	5,250	5,250	12,000
Hydro	1,500	2,250	3,375
Gas	2,000	3,000	4,500
General Maintenance	15,340	23,000	34,500
Garbage / Recycling	1,500	2,250	3,375
Grounds Maintenance	4,500	6,750	10,125
Insurance	20,000	30,000	45,000
	<b>59,934</b>	<b>87,150</b>	<b>134,750</b>
<b>Contingency Reserve Fund Contribution**</b>	<b>10,000</b>	<b>21,788</b>	<b>33,688</b>
<b>Surplus/Deficiency</b>	<b>1,110</b>	-	-
<b>Contingency Reserve Fund Balance</b>	<b>72,000</b>	<b>95,240</b>	<b>131,173</b>
<b>Total</b>	<b>69,934</b>	<b>108,938</b>	<b>168,438</b>

\*\*\* Property is self managed but managing strata owners are compensated by way of forgiven strata fees.

\*\* Aggregate Developer Contribution of 5% of Budget for units in Phase

1,453	2,246
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**Exhibit H**  
**Strata Fees**

Unit	UE	Assesments (@ Phase 1)	Assesments (@ Phase 2)	Assesments (@ Phase 3)
1	107	349.05	\$ 353.87	\$ 326.62
2	110	358.83	\$ 363.79	\$ 335.78
3	108	352.31	\$ 357.17	\$ 329.68
4	109	355.57	\$ 360.48	\$ 332.73
5	109	355.57	\$ 360.48	\$ 332.73
6	111	362.10	\$ 367.09	\$ 338.83
7	108	352.31	\$ 357.17	\$ 329.68
8	111	362.10	\$ 367.09	\$ 338.83
9	109	355.57	\$ 360.48	\$ 332.73
10	111	362.10	\$ 367.09	\$ 338.83
11	108	352.31	\$ 357.17	\$ 329.68
12	111	362.10	\$ 367.09	\$ 338.83
13	109	355.57	\$ 360.48	\$ 332.73
14	111	362.10	\$ 367.09	\$ 338.83
15	108	352.31	\$ 357.17	\$ 329.68
16	111	362.10	\$ 367.09	\$ 338.83
17	116		\$ 383.63	\$ 354.10
18	117		\$ 386.94	\$ 357.15
19	114		\$ 377.02	\$ 347.99
20	114		\$ 377.02	\$ 347.99
21	119		\$ 393.55	\$ 363.26
22	116		\$ 383.63	\$ 354.10
23	116		\$ 383.63	\$ 354.10
24	119		\$ 393.55	\$ 363.26
25	166			\$ 506.73
26	142			\$ 433.46
27	142			\$ 433.46
28	166			\$ 506.73
29	166			\$ 506.73
30	142			\$ 433.46
31	142			\$ 433.46
32	166			\$ 506.73
33	166			\$ 506.73
34	142			\$ 433.46
35	142			\$ 433.46
36	166			\$ 506.73
		\$ 68,544.00	\$ 106,437.50	\$ 165,937.50

**Exhibit I**  
**Insurance Policy**



COMMERCIAL  
INSURANCE POLICY

COMMERCIAL INSURANCE  
AMENDED QUOTE  
FULL TERM

APPLICANT NAME AND ADDRESS

OWNERS OF STRATA PLAN LMS2201  
6900 BURNABY ST  
POWELL RIVER BC V8A 1Y9

BROKER OFFICE

UNDERWRITERS INSURANCE AGENCIES (POWELL RIVER) LTD.  
4510 JOYCE AVENUE  
POWELL RIVER BC V8A 3A9  
Telephone: 604-485-2715    Broker Number: 0107402  
Fax: 604-485-2611

**Policy Number**  
32846030

**Account Number**  
36735611

**Policy Period**  
From Oct 04, 2021 to Oct 04, 2022 12:01 A.M.

All times are local at the Applicant's postal address as stated herein

### Thank you for requesting a Wawanesa Commercial Insurance Quote

Based on the information provided, shown below is the quoted change in premium for the remainder of the policy period effective Dec 31, 2021.

**Important Notice:** There may be additional information required to finalize this quote.

**\$3,735.00**

All quotes underwritten by The Wawanesa Insurance Company are subject to certain terms and conditions. The premium quote that has been provided in this document may change since it is based on initial information that is subject to further underwriting review and approval.

**Disclaimer:** This quote has been provided to the Wawanesa Insurance contracted Broker shown herein and is not meant for public circulation.





**COMMERCIAL  
INSURANCE POLICY**

**COMMERCIAL INSURANCE  
AMENDED QUOTE  
FULL TERM**

**APPLICANT NAME AND ADDRESS**

**BROKER OFFICE**

OWNERS OF STRATA PLAN LMS2201  
6900 BURNABY ST  
POWELL RIVER BC V8A 1Y9

**UNDERWRITERS INSURANCE AGENCIES (POWELL RIVER) LTD.**  
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**Policy Number**  
32846030

**Account Number**  
36735611

**Policy Period**  
From Oct 04, 2021 to Oct 04, 2022 12:01 A.M.

All times are local at the Applicant's postal address as stated herein

**Named Insured(s):** OWNERS OF STRATA PLAN LMS2201, O/A GRANDVIEW ESTATES

**Form of Organization :** Corporation

**Description of the Business and Operations of the Named Insured(s):** Ownership of Strata buildings

Your previous full term premium was \$22,806.00. Your quoted amended full term premium is \$27,728.00. The quoted change in premium for the remainder of the policy period effective Dec 31, 2021 is \$3,735.00. Refer to the breakdown of premiums below.

**Quoted Policy Summary**

Location Number	Location Description	Premium per Location
1	6900 BURNABY ST, POWELL RIVER BC	\$21,227.00
2	6900 Burnaby St, Powell River BC	\$4,979.00
<b>Premium Subtotal for Locations</b>		<b>\$26,206.00</b>
<b>Premium Subtotal for Commercial Liability</b>		\$1,422.00
<b>Premium Subtotal for Non-Owned Auto</b>		Included
<b>Premium Subtotal for Crime</b>		Included
<b>Premium Subtotal for Enhancement</b>		\$100.00
<b>Total Policy Premium</b>		<b>\$27,728.00</b>

**Quoted Premises**

Location Number	Location Description	Principal Operations / Occupancy
1	6900 BURNABY ST, POWELL RIVER BC V8A 1Y9	Ownership of Strata building: Units 1-16

Building & Contents - Location 1	Amount of Insurance	Deductible	Premium
<b>Building 1:</b> Year Built: 1996; Number of Storeys: 4; Construction: Frame and All Other; Heat: Natural Gas or Propane Forced Air Furnace; Sprinklered: No Sprinklers Principal Operations / Occupancy: Ownership of Strata building: Units 1-16			



**COMMERCIAL  
INSURANCE POLICY**

**COMMERCIAL INSURANCE  
AMENDED QUOTE  
FULL TERM**

**APPLICANT NAME AND ADDRESS**

**BROKER OFFICE**

OWNERS OF STRATA PLAN LMS2201  
6900 BURNABY ST  
POWELL RIVER BC V8A 1Y9

**UNDERWRITERS INSURANCE AGENCIES (POWELL RIVER) LTD.**  
**4510 JOYCE AVENUE**  
**POWELL RIVER BC V8A 3A9**  
Telephone: 604-485-2715    **Broker Number: 0107402**  
Fax: 604-485-2611

<b>Policy Number</b> 32846030	<b>Account Number</b> 36735611	<b>Policy Period</b> From Oct 04, 2021 to Oct 04, 2022 12:01 A.M.	All times are local at the Applicant's postal address as stated herein
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<b>Building &amp; Contents - Location 1</b>	<b>Amount of Insurance</b>	<b>Deductible</b>	<b>Premium</b>
<b>Coverage A - Buildings - Building and Business Contents Coverage Form (Broad Form) - Form WA3000 11 2020</b> Coinsurance : 90% Valuation Basis is Replacement Cost Inflation Protection: 3% <b>Water Damage Deductible - Form WA3034 11 2019</b>	\$4,805,980	\$2,500  \$10,000	\$17,249.00
<b>Condominium Corporation Changes - Form WA3033 11 2019</b>			Included
<b>Premium Subtotal for Building &amp; Contents - Location 1</b>			<b>\$17,249.00</b>

<b>Location 1</b>	<b>Amount of Insurance</b>	<b>Deductible</b>	<b>Premium</b>
<b>Equipment Breakdown Coverage Form - Form WA8002 11 2019</b> Option 2 Non-Perishable Stock Limit	\$4,805,980	\$2,500	\$505.00
<b>Earthquake - Form WA3044 11 2019</b> Deductible is 10% of the Amount of Insurance subject to a Minimum Deductible of \$5,000	\$4,805,980		\$2,343.00
<b>Flood - Form WA3043 11 2019</b>	\$4,805,980	\$10,000	\$565.00
<b>Sewer Backup - Form WA3001 11 2019</b>	\$4,805,980	\$10,000	\$565.00
<b>Premium Subtotal for Location 1</b>			<b>\$3,978.00</b>

**Quoted Premises**

<b>Location Number</b>	<b>Location Description</b>	<b>Principal Operations / Occupancy</b>
2	6900 Burnaby St, Powell River BC V8A 1Y9	Ownership of Strata building: Units 17-24

<b>Building &amp; Contents - Location 2</b>	<b>Amount of Insurance</b>	<b>Deductible</b>	<b>Premium</b>
<b>Building 1:</b> Year Built: 2021; Number of Storeys: 2; Area (sq.ft.): 11,000; Construction: Frame and All Other; Heat: Electric Radiant; Sprinklered: No Sprinklers Principal Operations / Occupancy: Ownership of Strata building: Units 17-24			