

SCHEDULE OF BYLAWS

VIS 5035

DIVISION 1 - DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1. Payment of strata fees

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

1.2 Twelve (12) post-dated cheques are required to be delivered to the strata council Treasurer or the Property Management Company no later than the first day of the month after the fiscal budget has been approved for the amount due for the strata fees. The cheques are to be made payable to :Strata 5035 and dated for the 1st of every month. Any special arrangements outside of this bylaw is to be made through the Property Management Company.

1.3 The strata council may levy a service fee of \$25.00 plus bank charges for each NSF cheque and for any late payments made after the 1st of each month.

1.4 Owners who are in arrears may not vote at Annual General Meetings, Special General Meetings or Council Meetings. Cheques covering payments in arrears must be received 7 banking days before the scheduled date of the meeting. Any payments taken at the meetings must be in cash or certified funds.

1.5 Monthly strata payments received are first applied to any outstanding fines, then to strata fees.

1.6 The rate of interest payable by owners to the strata corporation on money owed shall be 10% compounded annually and shall be administered on the due date of the amounts owing. The interest payable is not a fine, and forms part of the strata fees owed to the corporation.

1.7 Should the Strata Corporation be required to undertake any legal action or arbitration with respect to a breach by an owner, tenant or occupant of any strata lot of the Strata Property Act, the Strata Property Regulations, the bylaws or rules or any amendments thereto and be successful, then the owner of the strata lot shall be responsible for and shall pay all of the Strata Corporation's legal costs incurred on a solicitor and own client basis and agrees to indemnify and save harmless the Strata Corporation from all such costs incurred directly or indirectly as a result of such breach.

2. 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.
- 2.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 2.3 Owners of units at 555 Chatham Street will be required to replace their hot water tank when the warranty on the tank expires. Failure to do this and thus consequently results in a burst/leaking tank causing damage to their suite or another suite will be the owner's financial responsibility. The claim for damages will not be accepted through the strata corporations insurance policy.

3. 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.
- 3.2 An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common asset 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.
- 3.3 The cost of repairing damage to the common property, common assets or those parts of a strata lot which the strata corporation must repair shall be billed to and paid for by the owner of the said strata lot. Payment of the invoice is due the first day of the month following the date that the invoice is dated and mailed that day, to the owner.
- 3.4 An owner, tenant, occupant or visitor must not obstruct or use the sidewalks, walkways, passages and driveways or the common property for any purpose other than

ingress or egress from the strata lots or parking areas with the common property of the strata plan.

3.5 An owner, tenant, occupant or visitor must not leave on the common property or any limited common property, and bikes, shopping carts, or any other item.

3.6 An owner, tenant, occupant or visitor must not permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or natural gas supply.

3.7 An owner, tenant, occupant or visitor must not allow a strata lot or common property to become unsanitary or a source of odour.

3.8 **SMOKING** – Due to the close proximity of balconies/patios to sliding doors and windows of other units, smoking is not allowed in common or limited common property. Smoking is also not allowed on the rooftop patio due to the increased fire hazard.

3.9 No owner shall rent, lease, license or otherwise permit a person (including a body corporate but not a “family member” as defined in section 142 of the Strata Property Act and section 8.1 of the Strata Property Regulation, or as defined in any successor legislation or regulation) to occupy their strata lot for a period of occupancy that is less than 30 (thirty) consecutive calendar days.

If an owner contravenes this provision, the owner hereby agrees that the Strata Corporation shall be the owner’s authorized agent for purposes of taking eviction proceedings against the occupant and the owner further agrees that, in addition to any fine that may be imposed on the owner for contravening this provision, the owner shall be personally liable for any and all costs (including actual legal costs) the Strata Corporation may incur as result of taking eviction proceedings and for any loss or damage that the Strata Corporation, or any other individual owner, may suffer as a result of the occupant’s actions or failure to act.”

4. Pets

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

4.2 An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following domestic pets:

- (a) a reasonable number of fish or other small aquarium animals
- (b) a reasonable number of small caged mammals

(c) 2 dogs or 2 cats or 1 of each. (TOWNHOUSES)

(d) 1 dog or 2 cats or 1 of each (LOFTS)

4.3 An owner, tenant or occupant that keeps pets in a strata lot, either permanently or temporarily, shall register the pets with the strata council by providing to the strata council a written notice, signed by the owner, tenant or occupant setting out the names, breeds and colours of the pets, the strata lot number of the strata lot in which the pets are kept, the name and telephone number of the owner of the pets and the license number of the pets (when pets are required to be licensed).

4.4 An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property. An owner of a dog or cat shall attach a collar to the pet with a tag identifying the owner.

4.5 An owner of a pet shall not permit the pet to urinate or defecate on the common property, on a balcony or in a patio, and if any pet does urinate or defecate on the common property, on a balcony or in a patio, the owner shall immediately and completely remove all of the pet's waste from the common property, balcony or patio and dispose of it in a waste container or by some other sanitary means.

4.6 No owner, tenant or occupant shall permit its pets to interfere with any other person, pet or object, or permit its pet to disturb any owner, tenant or occupant with uncontrolled barking, howling, meowing or whining. If any owner, tenant, occupant or visitor violates any provision of these bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance or threat to other residents or their pets, the strata council may, by written notice to such owner, tenant or occupant cause such owner, tenant or occupant to have the pet removed from the strata lot within 30 days of receiving such notice.

4.7 No owner, tenant or occupant shall feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or any where on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot.

4.8 The strata corporation may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.

5. Noise

5.1 An owner, tenant, occupant or visitor must not:

(a) use a strata lot for any purpose regardless of the hour of the day which involves undue noise in or about the strata lot or common property and in particular between the

hours of 10:00 pm and 8:00 am including loud meetings or parties, loud talking in the hallways or balconies or patios, loud banging of doors or townhouse gates, vacuuming, using a dishwasher or washing machine or other mechanical devices which may create undue noise.

(b) Make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant, or occupant.

6. Patios, Balconies & Window Coverings

An owner, tenant, occupant or visitor must not:

6.1 use a barbecue, hibachi or other like cooking or lighting device on a balcony or patio unless such barbecue, hibachi, cooking device or lighting device is powered by propane, natural gas or electricity. No more than 2 gas tanks may be stored on one strata lot at any one time. Gas tanks may only be stored outside: either on the balcony or on the patio. Use of a barbecue, hibachi or other like cooking device requires the owner, tenant, occupant or visitor to have access to one fire extinguisher within 5 feet of the barbecue, hibachi or cooking device.

6.2 shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot including cans, caps, cigarette butts and cigarette ashes.

6.3 use or install in or about a strata lot any shades, awnings, window or balcony guards, screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the strata council.

6.4 erect or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto without prior written permission of the strata council. Decorations may not penetrate the common property and this includes front doors and balcony posts and railings.

6.5 place any signs, billboards, notices or other advertising material of any kind on, or visible from the exterior of a strata lot except with prior written permission of the strata council.

6.6 Place any indoor-outdoor carpet on any unenclosed balcony or patio or install any hanging plants or baskets or other hanging items on a balcony or patio except for, free standing and self contained planter boxes that are maintained, barbecues, summer furniture and accessories without the prior permission of the strata council.

6.7 Allow water from watering plants or washing balconies to overflow from that balcony to another balcony.

6.8 Owners must apply in writing to the strata council for permission to install a balcony enclosure prior to contracting the job and commencement of work.

All balcony enclosures installation must conform to the type presently installed and conform to the colour and design of the same enclosure. Owners who contract for balcony enclosures will be responsible for compliance with the appropriate municipal bylaws, building codes, and fire regulations as they apply to balcony enclosures including building permits. Owners who install balcony enclosures must agree to relieve the strata council and strata corporation of any responsibility, present and future, for repairs and maintenance of their balcony enclosure and including insurance coverage. Balcony enclosures will not be covered by the strata corporation insurance. Owners will also be responsible for damages and to ensuring repairs to any common property affected by the installation of a balcony enclosure. Owners of units with balcony enclosures must agree to inform a prospective purchaser of the responsibility of owners with balcony enclosures with respect to repairs and maintenance, Insurance and liabilities with respect to common property.

6.9 Due to the close proximity of balconies/patios to sliding doors and windows of other units, smoking is not allowed in common or limited common property. Smoking is also not allowed on the rooftop patio due to the increased fire hazard.

7. Fire

7.1 No owner, tenant, occupant or visitor must not do anything that will increase the risk of fire or the rate of insurance on the building or any part there of including leaving decorative lights turned on while not in the suite.

7.2 Only artificial or live with roots growing as potted trees, shall be permitted within any strata lot or common property as Christmas trees.

7.3 Owners are responsible for obtaining and maintaining strata owner's insurance on their contents and third party liability insurance for their individual strata lots. Owners shall also ensure that tenants carry adequate insurance. Owner's insurance shall provide for any improvements or alterations that have been made to their strata lot.

7.4 Smoking is not permitted in the elevator, or on any interior common property, including the parking garage and storage rooms.

8. Building Security

8.1 Owners, tenants, occupants or visitors must not give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to

any person other than an employee, contractor, occupant or guest of the strata lot or common property permitted by these bylaws.

82. Access through the entrances is to be granted only to persons positively identified, and

- (a) proceeding directly to an individual suite;
- (b) doing authorized repair or maintenance work within the building.

9. Garbage Disposal

9.1 An owner, tenant or occupant shall remove ordinary household, paper or cardboard refuse and garbage from his or her strata lot and deposit it into the containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense. Items and debris shall not be left on the floor of the garbage room or the area where garbage containers are located. All cardboard must be flattened and placed inside the cardboard bin. All recyclables must be placed in their respective containers.

10. Bicycles

10.1 Bicycles are not permitted to be left in hallways, stairwells, or any other common areas. Bikes may be stored in your suite, storage lockers, balconies, patios, or parking spot. The strata corporation is not responsible for lost, stolen, or damaged property.

11. Storage & Lockers

11.1 Any owner, tenant or occupant that leaves any item anywhere on or in the common property or any limited common property other than the designated storage locker does so at his or her own risk, subject to any claim that may be properly made under any insurance policy maintained by the strata corporation by anyone that is insured under that policy.

11.2 An owner, tenant or occupant shall not:

- (a) use more than one storage locker per strata lot
- (b) rent or lease the storage locker assigned by the strata corporation to his or her strata lot or otherwise permit the storage locker to be regularly used by anyone that is not a resident of the building

- (c) store items in the storage locker rooms other than those items which fit inside the designated storage locker
- (d) use the storage locker to store flammable substances
- (e) stack items in the storage locker to within less than 18 inches of the sprinkler system or block the spray range of the sprinkler system if there is one installed above the storage locker area.

12. Parking Stalls

12.1 An owner, tenant, or occupant shall not;

(a) use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his or her strata lot

(b) rent or lease the parking space assigned by the strata corporation to his or her strata lot or otherwise permit that parking space to be regularly used by anyone that is not a resident of the strata plan without prior permission of the strata council. If permission is given to rent or lease the parking space to a non-resident, keys to the building itself will not be given to the tenant.

(c) use any part of the common property (other than established storage lockers) for storage, without the written consent of the council.

12.2 An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks on to the common property or limited common property.

12.3 Residents of the Chatham Studio Lofts need to be aware of the space restriction in the parking lot. Any vehicles causing damage to the common areas will be held responsible for any resulting repair work.

13. Inform strata corporation

13.1 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.

13.2 On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

13.3 Before a landlord rents all or part of a residential strata lot, the landlord must give the prospective tenant

- (a) the current bylaws and rules, and
- (b) a notice of tenants responsibilities in the prescribed form (Form K). Any owners renting their condominium must forward a signed Form K to the strata council within two weeks. If the form is not received within this time period the corporation will issue a fine

to the owner and for continued contravention of the bylaw the fine will be imposed every 7 days thereafter.

13.4 Within 2 weeks of renting all or part of a residential strata lot, the landlord must give the strata corporation a copy of the notice signed by the tenant.

13.5 Notify the strata council, in writing of forwarding addresses or points of contact prior to leaving on extended absences greater than 30 days.

14. Obtain approval before altering a strata lot

14.1 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, decks, patios, or other things attached to the exterior of a building
- (d) doors, windows or skylights including casings, the frames and the sills of such doors, windows and skylights on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices to the entrance door to a strata lot).
- (e) fences, railings or similar structures that enclose a patio, balcony or yard
- (f) common property located within the boundaries of a strata lot
- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

14.2 The strata corporation must not unreasonably withhold its approval under subsection 14.1, 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.

(a) Any owner wishing to make any modifications or improvement shall immediately apply in writing to the strata council for permission to do so and shall include with such application copies of any plans and specifications for the proposed modification or improvement and the estimated cost thereof. Upon receipt of the same, the strata council shall forthwith notify the corporation of the Local Municipality of the desire of the individual owner to make such modifications or improvement which requires an amendment to the development permit, the consent of the Municipal Council and the consent of a general meeting of the owners.

(b) In cases where the approving officer of the Corporation of the Local Municipality advises the strata council in writing that the modification or improvement is of a minor nature and consequently does not require the formal consent of the Municipal Council, then in such cases the strata council is hereby specifically authorized to approve or disapprove such modification or improvement on behalf of the strata corporation on such terms and conditions as it considers reasonable in the circumstances.

(c) In all cases where the approving officer for the Corporation of the Local Municipality advises the strata council that the proposed modification or improvement would require the consent of the Municipal Council, and/or an amendment to the development permit, then the same shall be referred to at the next annual general meeting of the owners for approval and consideration by way of a special resolution.

(d) An owner undertaking an approved modification or improvement shall also be required to enter into an agreement with the strata corporation specifying the permitted construction and the use thereof and indemnifying the strata corporation from any loss, damage, improvement as aforesaid. Such agreement shall be in a form approved by the solicitors for the strata corporation. Any costs associated with the preparation and registration (if required) of such agreement shall be borne by the owner applying for permission.

(e) In addition, and for the purposes of certainty, it is acknowledged and agreed that as of the date of these bylaws the owners of the strata lots who have ever entered into indemnity agreements with the strata corporation shall be responsible for any and all costs, damages, repairs, additional maintenance or otherwise which may occur as a result of such installation. It is the intent and the purpose of this bylaw that such liability shall annex to the owners referred to herein and to any subsequent owner of each strata lot notwithstanding that such subsequent owner is not a signatory to such indemnity agreement.

14.3 An owner, tenant or occupant must not do any act, nor alter any strata lot, in any manner which in the opinion of the council will alter the exterior appearance of the building without the prior written approval of the council.

15. Obtain approval before altering common property

15.1 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.

15.2 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. In addition, subsections a,b,c,d,e of section 14.2 apply to sections 15.1 and 15.2.

16. Permit 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 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, and

(c) to ensure compliance with the Act and these bylaws.

16.2 The notice referred to in subsection 16.1 (b) must include the date and approximate time of entry, and the reason for entry.

16.3 A copy of all keys to the individual units to be given to the Property Management Company which will be kept in a locked area for use in case of an emergency. Locked key compartment to be kept on the premises, with the Strata Council as well as the Property Management Company having a master key to unlock. Keys will not be marked with the suite numbers or owner's names. If a copy is not given, or does not work, the Strata Council has the option, in the case of an emergency, of having a locksmith open the door or having the door broken down. Damages or costs incurred would be at the owner's expense.

17. Move In/ Move Out

17.1 An owner of strata lots shall pay a non-refundable, change of occupancy fee of \$50.00 to the strata corporation in advance of the move-in date, each time a new occupant moves into the strata complex, or an existing occupant moves out. The townhouses are exempt from this bylaw.

17.2 A fine of \$50.00 will be levied against any Owner not submitting the Form K within 14 days of change of occupancy. This will also apply to the townhouses.

17.3 An Owner will be fined \$50.00 if it is discovered that their tenant is moving in or out of the building without using the lock out key for the elevator. To obtain this key the owner/tenant need to contact Achieve Properties Ltd.

18. Except with respect to the rental of a strata lot to a family member as defined in the Strata Property Act or the Regulations to that Act (Section 142.(2)), all or any part of any strata lot offered for rent must be rented for a minimum period of not less than thirty (30) consecutive days.

DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION

18. Repair and maintenance of property by strata corporation

18.1 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
 - (B) the exterior of a building
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building
 - (D) window casings, sills and frames of 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 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) the chimneys, stairs, balconies and other things attached to the exterior of a building
 - (iv) window casings, sills and frames of 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

19. Council Size

19.1 Subject to subsection (2), the council must have at least 3 and not more than 7 members.

19.2 A spouse, including a common law spouse of an owner may be a member of the council.

20. Council Member's terms

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

20.2 A person whose term as council member is ending is eligible for re-election.

20.3 At the time of nominations, the seated positions will be voted on and elected.

21. Removing council member

21.1 Unless all the owners are on the council, the strata corporation may, by resolution passed by majority vote at an annual or special general meeting, remove one or more council members.

21.2 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.

21.3 An owner, owner's representative is prohibited from standing or continuing to stand on council if the strata corporation is entitled to register a lien against that persons strata lot under the Act.

22. Replacing council member

22.1 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.

22.2 A replacement council member may be appointed from any person eligible to sit on the council

22.3 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.

22.4 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 corporations 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.

23. Officers

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

23.2 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.

23.3 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.

24. Calling council meetings

24.1 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.

24.2 The notice does not have to be in writing.

24.3 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 members either

(i) consent in advance of the meeting, or

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

24.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

25. Requisition of council hearing

25.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

25.2 If a hearing is requested under subsection 25.1, the council must hold a meeting to hear the applicant within one month of the request.

25.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

26. Quorum of Council

26.1 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.

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

27. Council Meetings

27.1 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 and the council member wishing to communicate by electronic means sets up the system for the council prior to the meeting.

27.2 If a council meeting is held by electronic means, council members are deemed to be present in person.

27.3 Owners and tenants may attend council meetings as observers.

27.4 Despite subsection 27.3, 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.

28. Voting at council meetings

28.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.

28.2 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.

28.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

29. Council to inform owners of minutes

29.1 The council must make available to the owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

29.2 In camera minutes are excluded from compliance with 29.1.

30. Delegation of council's powers and duties.

30.1 Subject to subsections 30.2 to 30.4, 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.

30.2 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 30.3.

30.3 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.

30.4 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.

31. Spending restrictions

31.1 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.

31.2 Despite subsection 31.1 the council 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.

31.3 The strata council is specifically authorized to make expenditures not in excess of \$1000.00 which have not been provided for in the budget, in its sole discretion.

31.4 The strata corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

32. Limitation on liability of council member

32.1 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.

32.2 Subsection 32.1 does not affect a council member's liability, as an owner, for a judgement against the strata corporation.

DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES

33. Procedure for Bylaw Enforcement

- 1) Council receives a letter of complaint.
- 2) Invitation to owner and/or tenant to be heard at the next council meeting.
- 3) Decision made by council on action to be taken.

34. Maximum Fine

34.1 The strata corporation may fine an owner or tenant a maximum of

- (a) \$200. for each contravention of a bylaw, and
- (b) \$50. for each contravention of a rule.

Fines for infringement of bylaws will progress from \$50.00 for the first offence to \$100.00 for the second offence and each offence thereafter is \$200. at the discretion of the council.

34.2 The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.

34.3 Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.

34.4 Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

34.5 Owners, tenants, occupants and visitors are required to comply with the House Rules (if any) as distributed to owners and residents when published and or amended.

35. Continuing contravention

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

36. Small Claims Actions

36.1 Notwithstanding any provisions of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS

37. Person to chair meeting

37.1 Annual and special general meetings must be chaired by the president of the council.

37.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

37.3 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.

38. Quorum for Adjourned Meeting

28.1 Notwithstanding section 48(3) of the Act, if within 1/2 hour 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 will stand adjourned for a further 1/2 hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

39. Participation by other than eligible voters.

39.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

39.2 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.

39.3 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.

40. Voting

40.1 At an annual or special general meeting, voting cards must be issued to eligible voters.

40.2 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.

40.3 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.

40.4 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.

40.5 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.

40.6 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 a majority vote.

40.7 An owner's vote may not be exercised (except where an unanimous vote is required) if the strata corporation is entitled to register a lien against the strata lot.

41. Order of business

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

- (a) certify proxies and corporate representatives and issue voting cards
- (b) determine that there is a quorum
- (c) elect a person to chair the meeting, if necessary,
- (d) present to the meeting proof of notice of meeting or waiver of notice
- (e) approve the agenda
- (f) approve minutes from the last annual or special general meeting
- (g) deal with unfinished business
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting
- (i) ratify any new rules made by the strata corporation under section 125 of the Act.
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act
- (m) elect a council, if the meeting is an annual general meeting
- (n) adjourn the meeting.

DIVISION 6 - SELLING A STRATA LOT

42. When selling a strata lot

42.1 An owner of a strata lot, when selling or renting his or her strata lot, will not permit "For Sale" or "For Rent" signs to be placed on or about the common property without the prior written approval of the council.

42.2 The sign is to be of the standardized size and colour scheme as designated by the strata council and will be purchased at the unit owner's expense.

42.3 An owner or their representative may not compromise the security of the building when showing property or conducting an open house by leaving open, ajar, or unlocked common property doors.

42.4 No Realtor or individual will be allowed to place anywhere on the property, a lock box containing keys that allow access to the building, or any common area inside the building. Any lock boxes found on the property will be cut off immediately without prior notice to the owner of that lock box. Owners of suites in Chatham Lofts are advised to inform their Realtors of this bylaw when listing their unit for sale.

DIVISION 7 - GENERAL

43.1 An owner, tenant or visitor shall not

(a) Interfere with the work of or reprimand or give direction to any employee of the strata corporation or any independent contractor employed by the strata corporation. Any complaints concerning the conduct of employees or contractors employed by the strata corporation are to be given in writing to the strata council.

43.2 An owner, tenant, occupant or visitor shall:

- (a) secure all doors in his or her strata lot prior to leaving it unattended.
- (b) Be solely responsible for the actions of their guests and visitors and in particular be responsible for supervising children in or about the common property.

DIVISION 8 - SEVERABILITY

45.1 It is specifically acknowledged that each section, subsection and paragraph of these bylaws shall be treated as a separate part thereof and should any part be held by an Arbitrator or Court of competent jurisdiction to be unenforceable, then such section, subsection or paragraph shall be deemed to be severable and the remaining parts of the bylaw or bylaws shall remain in force and effect.

CHATHAM STUDIO LOFTS

STRATA PLAN 5035 – HOUSE RULES

The following house rules were voted in by council at their monthly council meeting and will be put to a ¾ vote at the next AGM to have them incorporated into the bylaws. The house rules are currently in effect until that time.

- Owners, tenants, or visitors cannot use a barbeque, hibachi, tiki lamps or any other like cooking or lighting device on the roof top patio at any time due to the danger of fire. Likewise, please refrain from bringing any food into this area as there is an ongoing battle with seagulls nesting on the roof. **(council meeting January 18, 2017).**

- Each owner in Chatham Studio Lofts is given a numbered front door key, keys to the common areas, and a fob if there is a parking space with the unit. If any of these keys/fobs are lost or misplaced it will be at the owner's expense to replace them. The Corporation suggests if you are a landlord, that you put the cost into your lease with your tenant. In the case of front door keys being lost that identify the building, or if a fob is stolen from a vehicle, that the owner may be liable for the expense of re-keying the building or re-programming the garage parking area. Please be aware security infractions caused by tenants or owners' actions are expensed to the owner of the unit. **(council meeting March 8, 2017).**