



BYLAWS

Strata Plan LMS 2833

Trinity Place

Attached are the Bylaws of Strata Plan LMS 2833. For legal purposes please obtain a true copy as registered at the Land Title Office.

Last amended: July 29, 2003

Registration #: BV366620

Note: Please keep in a safe place. There is a charge for additional copies.

STRATA PLAN LMS 2833 – TRINITY PLACE
BYLAWS
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STRATA PLAN LMS 2833 – TRINITY PLACE

BYLAWS

Division 1 - Duties of Owners, Tenants, Occupants and Visitors

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.
- (2) If an Owner is late in paying his or her strata fees, the Owner must pay to the Strata Corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

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)
 - (a) An Owner shall not keep any animals, birds, livestock, fowl or pets on his/her strata lot or the common property, subject to Bylaw (3 (b));
 - (b) An Owner shall upon written application to the Strata Council, be given written permission to keep one pet (a "Permitted Pet"). Despite the Pet Bylaws, an Owner shall not harbour exotic pets which include, but not exhaustively, snakes, reptiles, spiders or large members of the cat family;
- (4) An Owner, tenant or occupant who keeps a pet in a Strata Lot, either permanently or temporarily, shall register that pet with the Strata Council by providing to the Strata Council a written notice, signed by the Owner, tenant or occupant setting out the name, breed and colour of the pet, the Strata Lot number of the Strata Lot in which the pet is kept, the name and telephone number of the owner of the pet and the license number of the pet (when the pet is required to be licensed).
- (5)
 - (a) An Owner of a dog or cat shall attach a collar to the pet with a tag identifying the Owner.
 - (b) An Owner shall not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time within the boundaries of the common property. Should any Permitted Pet be found loose on the common property the Permitted Pet shall be delivered to municipal pound at the cost of the Permitted Pet's Owner and fines will be assessed against the Owner.
 - (c) An Owner shall keep a Permitted Pet only in his/her Strata Lot, except for ingress and egress.
- (6) An Owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner shall immediately and completely

remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.

- (7) An Owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.
- (8)
 - (a) No Owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other Owner, tenant or occupant with uncontrolled barking or howling.
 - (b) An Owner shall assume responsibility for any and all actions by the Permitted Pet, regardless of whether the Owner had knowledge, notice or forewarning of the likelihood of such action.
- (9) The Strata Council 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 provide.
- (10)
 - (a) If any Owner, tenant or occupant violates any provision of these bylaws or if the Strata Council on reasonable grounds considers a pet to be a nuisance 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 thirty days of receiving such notice.
 - (b) Any Owner who fails to comply within seven (7) days of receiving written notice from the Strata Council will be subject to a \$25.00 fine for each month or portion of a month during which the offending Permitted Pet continues to occupy the Strata Lot, common property or limited common property;
 - (c) Despite Bylaw 3 (10) (b) an Owner who violates 3 (10) (a) shall be subject to immediate injunction application and shall be responsible for all expenses incurred by the Strata Corporation in obtaining the injunction and the expenses shall be added to the next month's strata fee of the offending Owner and treated as a common expense.

(11) An Owner, tenant or occupant must not:

- (a) Use a Strata Lot for any purpose which involves undue traffic or noise in or about the Strata Lot or common property between the hours of 11:00 pm and 7:00 am or that encourages loitering by persons in or about the Strata Lot or common property;
- (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;
- (c) Use any musical instrument, amplifier, sound reproduction equipment or other device within or about any Strata Lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other Owner, tenant or occupant;
- (d) Obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the Strata Lots or parking areas within the common property of the Strata Plan;
- (e) Leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the Strata Council;
- (f) Use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by electricity or gas and such electricity/gas powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the Strata Corporation from time to time;
- (g) 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;
- (h) Do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (i) 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 heated water;

- (j) Allow a Strata Lot to become unsanitary or untidy; rubbish, dust, garbage, boxes, packing cases and other similar refuse shall not be thrown, piled or stored in the Strata Lot or on common property. Any expenses incurred by the Strata Council to remove such refuse shall be charged to the offending Owner;
- (k) Feed pigeons, gulls or other birds, squirrels, rodents or other animals from a Strata Lot or anywhere 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;
- (l) Install any window coverings, visible from the exterior of his Strata Lot, which are not white to ivory in colour without permission of the Strata Council;
- (m) Hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (n) Use or install in or about a Strata Lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the Council;
- (o) Erect on or fasten to the Strata Lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto; except with permission of the Strata;
- (p) Place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a Strata Lot;
- (q) Place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, barbecues, summer furniture and accessories;
- (r) Give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor,

occupant or guest of the Strata Lot permitted by these bylaws;

- (s) Keep bird feeders of any kind on balconies and from opened windows;
 - (t) Smoke in any common areas;
 - (u) Use or store barbecues on common property, unless authorized by Strata Council;
 - (v) Wear or use roller-blades and skateboards ANYWHERE in the building except an Owner's Strata Lot.
 - (w) Use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle;
 - (x) Use or permit to be used the Strata Lot except as a private dwelling home and, unless granted prior written approval from the Strata Council, the Owner shall not allow more than two (2) persons to occupy a Strata Lot originally designated by the Developer as a one bedroom unit, and not allow more than four (4) persons to occupy a Strata Lot originally designed by the Developer as a two bedroom unit. For the purposes of this Bylaw, a "person" shall be defined to include children but exclude guests visiting with the resident of a Strata Lot for less than 30-days; and
 - (y) An Owner who alleges hardship as a result of the passage of this bylaw may appeal to the Strata Council within 30 days of the passage of the bylaw, for permission to violate the bylaw on the basis of hardship, and the Strata Council shall not unreasonably refuse the appeal.
- (12) An Owner, tenant or occupant shall ensure:
- (a) To post notices on the designated bulletin board, subject to being removed by the Strata Council if deemed inappropriate or posted for in excess of one week;
 - (b) That all entrance doors to Strata Lots shall be kept closed and kitchen extract fans shall be used when cooking;
 - (c) All Christmas lights shall only be installed between December 1st of the year approaching Christmas and January 15th of the year following Christmas; and

- (d) To forward, in writing, all complaints, recommendations and requests regarding the operation of Trinity Place to the Strata Council or the assigned Property Manager.

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 prior written approval of the Strata Corporation before making an alteration to a Strata Lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (ie. 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; or
 - (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.
- (4) An Owner, tenant or occupant must not do any act, nor alter a Strata Lot, in any manner, which in the opinion of the Council will alter the exterior appearance of the building.
- (5)
 - (a) In addition to Bylaw 5 (5) (g) an Owner shall give the Strata Council (two) 2 working days prior notice of the scheduled arrival of trades-people or delivery of materials. Trades-people must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded trades-people may result in the levying of fines.
 - (b) An Owner shall not permit any renovations/alteration debris, materials or packaging to be deposited in the Strata Corporation's disposal containers.
 - (c) An owner shall ensure that the delivery of any renovations/alterations materials shall be through the parking lot and if in an elevator the owner shall ensure the elevator is protected with proper wall pads and floor coverings. An Owner shall not permit any renovations/alterations materials to be delivered through the main lobby.
 - (d) In addition to 5 (5) (c) the Owner shall be responsible to ensure:
 - (i) A drop cloth between the elevator doors as well as the other doors be installed and removed daily to protect common areas from any spillage and dripping;
 - (ii) The stairs, main lobby and path through the parking levels is regularly cleaned (and vacuumed at the request of the Strata Council) and the residential corridor thoroughly vacuumed daily.
 - (e) An Owner shall ensure that the hours of work are restricted to between 8:00 am through 5:00 pm Monday through Friday and 10:00 am through 5:00 pm, Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an Owner must apply for permission in writing to the Strata Council at least 5 working days before the holiday date.

- (f) An Owner shall be in attendance for all SIGNIFICANT renovations/alterations, the determination of SIGNIFICANT to be in the discretion of the Strata Council.
- (g) An Owner performing renovations or alterations shall be responsible, financially and otherwise for ensuring that any and all required permits and licenses are obtained.
- (h) An Owner in contravention of any portion of Bylaw 5 (5) shall be subject to a fine not exceeding \$200.00 for each occurrence, as well as subject to additional clean up or repair costs necessary.

Obtain approval before altering common property

- 6 (1) An Owner must obtain the prior written approval of the Strata Corporation before making an alteration to common property, limited common property, or common assets.
- (2) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the Strata Corporation, evidence of appropriate insurance coverage relating to the alteration.

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,
 - i) to inspect, repair or maintain common property, common assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure under the Act; and
 - ii) to ensure compliance with the Act and these bylaws.
- (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:
- (1) Common assets of the Strata Corporation;
 - (2) Common property that has not been designated as limited common property;
 - (3) Limited common property, but the duty to repair and maintain it is restricted to:
 - (a) Repair and maintenance that in the ordinary course of events occurs less often than once a year, and;
 - (b) The following, no matter how often the repair or maintenance ordinarily occurs:
 - (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 (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property; and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.
 - (4) A Strata Lot in a Strata Plan that is not a bare land Strata Plan, but the duty to repair and maintain it is restricted to:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies and other things attached to the exterior of a building;

- (d) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property, and;
 - (e) fences, railings and similar structures that enclose patios, balconies and yards.
- (5) The Strata Corporation shall not be financially responsible to an Owner for any loss, damage or expense to the Owner for overflows or leakage of water arising from the strata lot or any adjoining strata lots where such leakage or overflow results from the wrongful act or neglect of any owner; or the failure of pipes, wires, cables, chutes, ducts, fixtures for the time being existing in the strata lot and not capable of being used in connection with the enjoyment of more than one strata lot. *(Adopted by ¾ vote resolution by the owners on July 29, 2003)*

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 (amendment SPAA s 51 (c)).
- (2) A person whose term as Council member is ending is eligible for reelection (note deletion of s. 10 (3), (4) and (5) SPAA s. 51 (d)).

Removing Council member

- 11 (1) Unless all 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 may hold an election at the same Annual or Special General Meeting to replace the Council member for the remainder of the term.
- (3) No person may stand for Council or continue to be on Council with respect to a Strata Lot if the Strata Corporation is entitled to register a lien against the Strata Lot under the Act.

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.

Requisition of Council hearing

- 15 (1) By application in writing, stating the reason for the request, an Owner or tenant may request a hearing at a Council meeting.
- (2) If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant within one month (amendment SPAA s. 51 (f)) of the request.
- (3) If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the hearing.

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) No person other than a member of the Council shall be entitled to attend a meeting of the Council unless authorized by a resolution of the Council. In the course of a meeting of the Council, any person or persons (other than members of the Council) may be excluded from such meeting by a resolution of the Council.
 - (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 the 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 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 (amendment SPAA s. 51 (g)).

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) Employ for and on behalf of the Strata Corporation agents and employees as it thinks proper for the control, management and administration of the common property, common facilities or other assets of the Corporation, and the exercise and performance of the powers and duties of the Corporation; and
- (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), the Council or its designate 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 (1) The Strata Corporation may fine an Owner or tenant a maximum of
- (a) \$200.00 for each contravention of a bylaw, and
 - (b) \$50.00 for each contravention of a rule.
- (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.
- (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 for 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, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the Owner or tenant.
- (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 next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the Strata Corporation may not register a lien against such separate component.

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.
- (a) The Strata Council shall, if it determines in its discretion that an Owner is in repeated violations of any Bylaws or Rules of the Strata Corporation, levy fines and the fines so levied shall be added to and become part of the monthly strata fee of the offending Owner and shall be considered as a common expense of the owner.

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 a 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.
- (8) An Owner who is otherwise an eligible voter may not exercise his or her vote for a Strata Lot, except on matters requiring an unanimous vote, if the Strata Corporation is entitled to register a lien against that Strata Lot.
- (9) An Owners whose strata lot is eligible to be liened pursuant to bylaw 1 shall be ineligible to vote on any resolutions other than unanimous resolutions considered at an Annual or Special General Meeting of the Strata Corporation. *(Adopted by $\frac{3}{4}$ vote resolution by the owners on July 29, 2003)*

Order of business

- 28** The order of business at Annual and Special General Meetings is as follows:
- (1) certify proxies and corporate representatives and issue voting cards;
 - (2) determine that there is a quorum;
 - (3) elect a person to Chair the meeting, if necessary;
 - (4) present to the meeting proof of notice of meeting or waiver of notice;
 - (5) approve the agenda;
 - (6) approve minutes from the last Annual or Special General Meeting;
 - (7) deal with unfinished business;
 - (8) 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;
 - (9) ratify any new rules made by the Strata Corporation under section 125 of the Act;
 - (10) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting;
 - (11) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;
 - (12) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (13) elect a Council, if the meeting is an Annual General Meeting; and
 - (14) terminate the meeting.

Division 6 - 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.

Division 8 – Miscellaneous Matters

Small Claims Actions

- 31
- Notwithstanding any provisions of the ^{bylaws?} ~~Act~~ the Strata Corporation may proceed under the Small Claims Act (British Columbia) against an Owner or other persons to collect money owing to the Strata Corporation, including money owing as a fine, without requiring authorization by a resolution by a $\frac{3}{4}$ vote.

Use of Patios and Balconies

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

Garbage Disposal

- 33 An Owner, tenant or occupant shall remove ordinary household refuse and garbage from his/her Strata Lot and deposit it in 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 expense.

Move In/Move Out

- 34 (1) The Strata Corporation may regulate the times and manner in which any person moves into or out of Strata Lots and may require that such moves be coordinated with the Manager of the building at least 7 days in advance of such moves, or such lesser period as the Council may, in its sole discretion, permit, provided that if an Owner or tenant carries out any move into or out of a Strata Lot otherwise than in accordance with such prior arrangements made with the Manager of the building, the Owner or tenant will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly strata fees.
- (2) An Owner or tenant must notify the Strata Corporation in advance of the date and time that the Owner or tenant will be moving into or out of the Strata Lot.
- (3) An Owner using the elevator during a move shall ensure that the ELEVATOR SERVICE KEY is used to control the elevator and the doors are not jammed open in any manner.
- (4) An Owner shall ensure that the lobby doors are not left open, ajar and unattended and that furniture is not left piled in the lobby area.

- (5) An Owner shall ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- (6) An Owner shall provide the Strata Council a refundable damage deposit of \$300.00 prior to any move and any expenses incurred by or on behalf of the Strata Corporation or fines levied will be deducted from the deposit.

Selling of Strata Lots

- 35 (1) An Owner of a Strata Lot, when selling his/her Strata Lot, will not permit "For Sale" signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designed for such purpose.
- (2) An Owner of a Strata Lot, when selling a Strata Lot, will not hold or permit to be held, any public open house except in the manner prescribed by the Council. One open house for agents will be allowed per listing. Unless the Council otherwise prescribes, all showings must be by appointment only.

Acquisition or Disposition of Personal Property

- 36 The Strata Corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the Owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the Strata Corporation, but otherwise only if approved by a resolution passed by a $\frac{3}{4}$ vote at an Annual or Special General meeting if the personal property has a market value of more than \$1,000.00.

Rental Restrictions

- 37 Subject to the provisions of this bylaw Strata Lots shall be owner-occupied only, with the following considerations and exceptions:
 - (1) At any given time up to 3 (three) strata lots may be leased for terms of not less than one year, and the procedure to be followed by the Strata Corporation in administering this limit will be as follows:
 - (a) any Owner wishing to rent a Strata Lot must make an application in writing to the Council;

- (b) approvals will be granted by the Council on a first come basis in the order of the date such applications are received by the Council;
 - (c) the Council will not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a Strata Lot except as set out in this bylaw;
 - (d) the Council will consider each application upon receipt and will respond to each application in writing within one week of receipt;
 - (e) the Council will keep a list of owners who wish to rent their Strata Lot and the priority of their application, and will advise each Owner as soon as their application can be accepted;
 - (f) An Owner may continue to lease his or her Strata Lot until the earlier of the date such owner moves into the Strata Lot to take occupancy and the date the Strata Lot is sold by the Owner to a third party.
- (2) Notwithstanding paragraph (a), where cases of hardship of a personal nature arise, the Owner may make a written request to the Council for permission to rent a Strata Lot for a limited period of time, and where the Council has been provided with evidence that undue hardship will result if limited rental approval is not given, the Council shall not unreasonably withhold permission for limited rental;
- (3) This bylaw does not apply to prevent the rental of a Strata Lot to a member of the "family" of an Owner, meaning:
- (a) the spouse of the Owner;
 - (b) a parent or child of the Owner; or
 - (c) a parent or child of the spouse of the Owner, where "spouse of the Owner" includes an individual who has lived and cohabitated with the Owner, for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

- (4) Where an Owner has leased a Strata Lot to a tenant pursuant to a tenancy agreement entered into before this bylaw was passed, this bylaw does not apply to such strata Lot until the later of:
 - (a) one year after the tenant who is occupying the Strata Lot at the time the bylaw is passed ceases to occupy the Strata Lot as a tenant; and
 - (b) one year after the bylaw has been passed.
- (5) The Strata Corporation is entitled to impose a fine of up to \$500.00 for a contravention of this bylaw, and may impose such fine for a continuing contravention every seven days.
- (6) An Owner who receives permission to lease a Strata Lot shall exercise the permission to lease within 90 days from the time the Strata Council granted it, otherwise the permission expires. During the 90 days immediately following the grant of permission, the Strata Lot shall be deemed leased for the purposes of the limit.

Quorum for Adjourned Meeting

- 38 Notwithstanding Section 48 (3) of the Act, if within ½ 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 shall stand adjourned for a further ½ 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.

Limiting Expenditures of Council

- 39 (1) Subject to subsection (3) below, if a proposed expenditure has not been approved in the budget or at an Annual or Special General meeting, the Strata Corporation may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this section (1) in the same fiscal year, is less than:
- (a) \$1,000.00,
 - (b) 2.0% of the total contribution to the operating fund for the current year; whichever is less.

- (2) If the Strata Corporation makes an expenditure under subsection (1) above, the Strata Corporation must inform Owners as soon as feasible about any expenditure of more than \$1,000.00 of any single item.
- (3) Notwithstanding subsection (1) above, 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.

Floors

- 40 An Owner of a Strata Lot who has or installs hard floor surfaces such as hardwood floors or tile in a strata lot must take all reasonable steps to satisfy noise complaints from neighbours.

Storage/Bicycles Storage Area

- 41 (1) An Owner shall only store bicycles and tricycles in the basement parking area, the bike rack and personal lockers.
- (2) An Owner shall not store any hazardous and/or flammable items and liquids in the storage lockers.

Parking

- 42 (1) An Owner shall not permit any oversized, commercial and recreational vehicles including, but not exhaustively, boats, trailers and campers to enter or be parked or stored on common or limited common property.

- ask* (2) An Owner shall not permit the storage of unlicensed or uninsured vehicles on the common or limited common property. *storage insurance*
- (3) An Owner shall not sell, lease or rent parking stalls to any person not residing at Strata Plan LMS 2833.
- (4) An Owner shall not permit a vehicle to be parked except in an assigned parking stall.

- (5) An Owner shall not permit a vehicle to be parked or left unattended in a position that interferes with parking stalls, access lanes or no parking zones.
- (6) Although no towing company can access the parking lot without the consent of the Strata Council or the assigned Property Manager, any vehicle parked in violation of Bylaw 42 shall be subject to the removal of the vehicle by a towing company, by authorization of the Strata Corporation's assigned Property Manager or the Strata Council.
- (7) An Owner shall not permit the use of any part of the parking areas as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs, unless authorized by Council.
- (8) An Owner operating a vehicle in the parking areas shall activate the vehicle headlights and not exceed 10 km/hour.
- (9) An Owner shall not smoke while in the parking area, regardless of whether the Owner is inside a vehicle.
- (10) An Owner shall only wash a vehicle in the location designated. Once washing is completed, an Owner shall hose down and remove all dirt, refuse and excess water from the washing. While washing, an Owner shall keep audio volume low.
- (11) An Owner shall not park or store any vehicle dripping oil or gasoline. An Owner failing to clean up all drippings 10 days after notice from the Strata Council or the assigned Property Manager shall be responsible for all expenses incurred by the Strata Corporation cleaning up the drippings.

Schedule of Indemnity Agreements

[illegible]

STRATA PLAN LMS 2833 - TRINITY PLACE

AMENITY ROOM RULES

(Adopted by ¾ vote resolution of the owners on June 3, 2004)

The Amenity Room may be reserved by an Owner subject to the following rules and regulations:

- A. Check in time: 3:00 pm. Check out time: 12:00 noon.
- B. The Lessee will be held responsible for:
 - 1. supplying own sheets (queen size)
 - 2. damage to the building, furniture, equipment and fixtures caused by anyone during the rental period of the Amenity Room;
 - 3. conduct and actions of guests at all times;
 - 4. keeping the degree of loud music or unusual noise in or outside the Amenity Room within reason so as not to disturb other residents;
 - 5. informing guests where to park their vehicles;
 - 6. leaving Amenity Room in good condition by 1:30 pm on listed departure day.
- C. The rental fee must be paid no less than one week in advance.
- D. Maximum number of occupants shall be two (2), plus one (1) if a rollaway cot is provided by the Lessee.
- E. Reservations shall be made a minimum of one (1) week in advance, and a maximum of three (3) months. Requests must be sent in writing to Strataco Management.
- F. Maximum rental period shall be fourteen (14) nights per annum (unless approved by Council).
- G. The rental fee is \$35.00 for each night.
- H. Cleaning service is mandatory at \$27.00 per booking.
- I. No pets or smoking are permitted in the Amenity Room.
- J. Please remove all personal items when vacating the Amenity Room.
- K. All windows and the patio door are to be secured when leaving the Amenity Room.
- L. Any damage or extra cleaning charges will be the responsibility of the owner, and will be charged accordingly.
- M. The Amenity Room is designated for use by the owners and their guests only.
- N. Persons using these facilities do so at their own risk and release and indemnify all claims arising from the use of the facility.

STRATA PLAN LMS 2833 – TRINITY PLACE

Application for rental of the Trinity Place Guest Suite

Owner's Name: _____ Telephone No: _____

Address: _____

Dates requested: _____

Number of guests staying: _____

Please notify our Guest Suite coordinator as soon as possible in the event of cancellation.

Note: No Smoking is allowed in the Guest Suite

In renting the Trinity Place Guest Suite, I agree to take responsibility for:

1. The conduct of my guests.
2. Ensuring that food and beverages are consumed within the rented area.
3. If any equipment is broken or malfunctions I will notify the coordinator immediately, or if not available contact the Property Manager.
4. Any spills will be wiped up immediately (cleaning supplies are under sink or in hall closet).
5. On leaving I will do a cursory cleanup and make sure all lights are turned off and doors are locked.

All bookings must have prior approval and must be made with the coordinator between 9:00 am and 5:00 pm.

Please close out rental contract as soon as possible with coordinator.

Persons using these facilities do so at their own risk and release and indemnify all claims arising from the use of the facilities.

Rental Amount \$ _____ (plus \$27.00 clean-up fee)

Owner's Signature

STRATA PLAN LMS 2833 – TRINITY PLACE

MOVES IN OR OUT

(Adopted by ¾ vote resolution of the owners on June 3, 2004)

It will be an expressed responsibility of parties moving in or out of Trinity Place to conform with the rules established for moving in or out.

1. The Property Manager must be advised of a move at least 48 hours in advance.
2. Moves must take place between 9:00 am - 5:00 pm.
3. Suites for sale are to be viewed by potential purchasers by appointment only. Realtor tours are permitted. Open houses are not permitted.
4. A "move in" or a "move out" for the purpose of these Rules means the moving into or moving out of Trinity Place by an Owner, tenant, occupant or resident, along with their household furniture and effects.
5. A charge of seventy-five (\$75.00) dollars will be levied against an Owner, tenant, occupant or resident for their initial or first move into a Strata Lot within Trinity Place. This charge is to help defray the administrative costs and filing charges in ownership and/or tenancy, plus the maintenance costs of such moves. These charges will be levied automatically.
6. Any damage to the common property during the move must be reported to the Property Manager within 24 hours.