



Fraser Campbell Property Management Ltd.

STRATA PLAN NW 1511

SPINNAKER II

BYLAWS

Attached hereto are the bylaws for Strata Plan NW 1511

For legal purposes, please obtain a true copy as registered at the Land Titles Office.

Registered: August 14, 2008 Registration #BB0992976

Amendment Registered: February 10, 2016 #CA497953

Amendment Registered: January 19, 2017 #CA5776169

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**NOTE: This bylaw package may or may not contain the
basic bylaws of the Strata Property Act.**

SPINNAKER II NW 1511

SCHEDULE OF BYLAWS

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

Payment of Strata Fees and Special Levies

1. (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
 - (a) Special levies are due on the date(s) agreed to by the Strata Corporation in a Special or Annual General Meeting.
- (2) Interest shall be charged on overdue strata fees (including special levies) and shall be calculated at ten percent (10%) per annum, compounded annually.
- (3) Owners, whose strata fees are not received by the tenth day of the month in which they are due, may be subject to a \$25.00 fine, which is in addition to any interest charged under bylaw 1.(2).
- (4) An owner whose cheque is returned as NSF by the bank will be charged \$25.00 or any larger amount levied against the strata corporation's bank account by the owner's bank.

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 or who has a balcony or patio must maintain such areas, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (3) An owner who has the use of a balcony that is enclosed must repair and maintain the structure enclosing the balcony. The owner shall be responsible for the cost of all repairs and maintenance to the building, the structure, finish, or otherwise, to common property or a strata lot, which the Strata Corporation would not otherwise have incurred except for the existence of the balcony enclosure.

Use of Property

3. (1) Smoking is not permitted anywhere on Strata Plan NW1511 Spinnaker II property

- (a) In order to prevent exposure to second hand smoke, smoking is prohibited by any person, anywhere on strata property which includes any common property area, any limited common property area and in any strata lot, or suite.**
- (b) Smoking means releasing into the air any gases, particles, smoke or vapors from any source which would be normally considered to produce second hand smoke when the apparent or usual purpose is the in halation of smoking by-products. Smoking includes, but is not limited to, tobacco smoking, e-cigarettes, vaping, marijuana, or any other inhaled product which produces second hand smoke.**
- (c) Current owners or tenants may permit smoking in their strata lot, or suite until such time as a new owner or tenant. Including parents or children of a current owner, purchase or move into the strata lot.**
- (d) Exempted owners or tenants shall not permit second hand smoke to migrate or flow from a strata lot, or suite into any other strata property area including hallways and another strata lot or suite during or after smoking. *(Amended AGM Jan.2016 CA-497935; amended AGM Jan.10,2017 CA5776169)***

(2) No more than four (4) persons may reside in a strata lot.

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

(4) A resident or visitor must not use a strata lot, the common property or common assets in a way that:

- (a) is illegal;**
- (b) unreasonably increases the risk of fire, or the rate of insurance on the buildings;**
- (c) is contrary to a purpose for which the strata lot or common property is intended;**
- (d) causes nuisance or hazard to another person;**
- (e) causes unreasonable noise;**
- (f) unreasonably interferes with the rights of other persons to use and enjoy the common property, the common assets or another strata lot;**
- (g) causes damage to or prevents the growth of trees, plants, bushes, flowers, lawns;**
- (h) changes a landscaped area by removing or adding plants without prior approval of the Strata Corporation;**

(i) interferes with or prevents maintenance of the grounds.

(5) A resident or visitor must not:

- (a) feed pigeons, gulls, or any other birds or rodents or other animals from strata lot or anywhere on or in close proximity to the common property;
- (b) use the 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 p.m. and 7:00 a.m.;
- (c) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property;
- (d) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property;
- (e) 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 except by permission of Council;
- (f) leave on any items on the common property;
- (g) use a barbecue, hibachi or other cooking device, whether gas, electric or coal on a balcony, deck or patio;
- (h) interfere with or direct any contractor or the contractor's employees working on site at 1740 Southmere Crescent;
- (i) shake any mops or dusters, nor throw any refuse out of the windows, doors, stairwells or from the balcony or patio of any strata lot, (snow excepted);
- (j) 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;
- (k) use or install in or about a strata lot or common property, 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;
- (l) install any window coverings other than white or cream in colour so as not to deter from the appearance of the building,
- (m) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water or heated water supply;
- (n) allow a strata lot to become unsanitary or a source of obnoxious odour;
- (o) erect on, or fasten to, the strata lot, common property or any limited common property any television or radio antenna, satellite dish or similar structure or device;
- (p) place any signs, billboards, notices or other advertising matter of any kind on or visible from, the exterior of a strata lot, except for election signs, but these must not exceed 24 x 62 cms in size and may be placed in one window only. They must be removed immediately after the election day;

- (q) use balconies or patios of a strata lot for storage. Only patio furniture and potted plants are permitted;
- (r) install or place any planter boxes, hanging baskets, or any other items which will hang past the inside edge of the balcony railing;
- (s) allow plant container to come in direct contact with the floor of the balcony or patio of any strata lot;
 - i. All plant containers must be placed on a plant caddy or other support to allow air to circulate under the container.
 - ii. All plant containers must be placed in a saucer of appropriate size and depth to prevent water overflowing on to the floor and dripping off the balcony.
 - iii. All plants and other items must be maintained by the strata lot resident in a good and tidy condition on an ongoing basis.
- (t) leave garage door opener in unoccupied cars in the garage or anywhere on the common property;
- (u) store any volatile substances in a strata lot or storage locker.

Pets

- (6) A resident must not keep any pets on a strata lot other than the following:
 - (a) one caged bird;
 - (b) one neutered/spayed cat.
- (7) All pets must be leashed or caged and under the control of their owner while on the common property.
- (8) Pets must be fed only in a strata lot.
- (9) A pet's owner must remove any waste or excrement left by the pet on the common property.
- (10) Pets that are, at the discretion of the Council, considered to be a nuisance, shall be ordered in writing to be removed from the strata lot. An owner, tenant or occupant shall have fifteen (15) days to comply with any such order.

Inform Strata Corporation

- 4. (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the his/her name, strata lot number and mailing address, if their mailing address is different from the strata lot.

- (2) Within two weeks of becoming a tenant, a tenant must inform the Strata Corporation of his/her name, strata lot number and mailing address of the tenant, if their mailing address is different from the strata lot.
- (3) A resident must inform the Strata Corporation of the name, address and telephone number of a person to contact in case of an emergency.

Obtain Approval Before Altering a Strata Lot

5. (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of the building;
 - (b) the exterior of the building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of the building;
 - (d) doors or windows on the exterior of the building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio or balcony;
 - (f) common property located within the boundaries of the strata lot;
 - (g) those parts of the strata lot which the Strata Corporation must insure under section of 149 of the Act.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but as a condition of its approval, it may require an owner to:
 - (a) present design drawings and specifications pertaining to the proposed alteration. The Strata Corporation may request professional drawings by a professional engineer or architect;
 - (b) obtain all necessary permits and governmental approvals and provide copies thereof to the Strata Corporation;
 - (c) ensure that all work is done to a standard and is of a quality consistent with that of the rest of the building;
 - (d) agree, in writing, to take responsibility for any expenses caused by damage related to the alteration to common property or to a strata lot;
 - (e) provide proof of third party liability insurance in an amount specified by the Strata Corporation.
- (3) The Strata Corporation, at an owner's expense, may return to its previous condition any alteration that has been made and has not been approved.

Flooring

- (4) A resident wishing to replace the existing floor covering with any hard surface floor covering must first submit a written application to Council which must include the following:
 - (a) a description of the type of flooring to be installed;
 - (b) a commitment by the owner to use an underlay that meets or exceeds the industrial Sound Transmission Class (STC) of IIC 63 to provide an effective noise barrier; and
 - (c) a commitment to assume any and all costs for damage directly or indirectly caused to common property and limited common property when installing or preparing to install any hard-surface floor cover.

- (5) Council's approval of an application to install and/or replace floor cover with any hard-surface floor covering shall be provided in a letter to the owner which sets out the following conditions:
 - (a) the underlay must meet or exceed the industrial Sound Transmission Class (STC) of IIC 63;
 - (b) work on installation shall be limited to the hours of 8:00 A.M. to 6:00 P.M., Monday through Saturday;
 - (c) the owner must remove all waste materials from the common property.

- (6) Prior to commencing the work, the owner must sign and return a copy of the Council's letter of approval thereby signifying acceptance of the terms and conditions specified by Council.

- (7) Any hard-surface floor covering that is installed without the written approval of Council, or is contrary to what has been approved, may be removed by the Strata Corporation at the owner's expense and the owner shall be subject to fines as prescribed in these bylaws.

Obtain Approval Before Altering Common Property

6. (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.

- (2) The Strata Corporation may require as a condition of its approval that the owner must:
 - (a) present design drawings and specifications pertaining to the proposed alteration. The Strata Corporation may request professional drawings by a professional engineer or architect;

- (b) obtain all necessary permits and governmental approvals and provide copies thereof to the Strata Corporation;
 - (c) ensure that all work is done to a standard and is of a quality consistent with that of the rest of the building;
 - (d) agree, in writing, to take responsibility for any expenses caused by damage or repair related to the alteration to common property or to a strata lot;
 - (e) provide proof of third party liability insurance in an amount specified by the Strata Corporation.
- (3) The Strata Corporation, at an owner's expense, may return to its previous condition any alteration to the common property which has been made and has not been approved.

Permit Entry to Strata Lot

7. (1) A resident or visitor must allow a person authorised by the Strata Corporation to enter the strata lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
 - (b) at a reasonable time, on 48 hours written notice:
 - i. to inspect, repair or maintain common property, common assets and any portion 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;
 - ii. to view and inspect a strata lot for the purpose of settling claims and repairing or replacing damage to any and all insured property;
 - iii. to verify compliance with the bylaws and rules of the Strata Corporation.
- (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 THE STRATA CORPORATION

Repair and Maintenance of Property by the Strata Corporation

8. (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;
 - ii. the following, no matter how often the repair or maintenance ordinarily occurs:
 - A. the structure of the building;
 - B. the exterior of the building;
 - C. chimneys, stairs, balconies and other things attached to the exterior of the building;
 - D. doors, windows (including frames) and skylights on the exterior of the building or that front on the common property;
 - E. fences, railings and similar structures that enclose patios, balconies and yards.
- (d) a strata lot, but the duty to repair and maintain it is restricted to:
 - i. the structure of the building;
 - ii. the exterior of the building;
 - iii. chimneys, stairs, balconies and other things attached to the exterior of the building;
 - iv. doors, windows (including frames) and skylights on the exterior of the building or that front on the common property;
 - v. fences, railings and similar structures that enclose patios, balconies and yards.

Insurance

- 9. (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser on an annual basis for the purposes of determining full replacement value pursuant to section 149 (4)(a) of the Act.
 - i. The Strata Corporation shall be responsible for any deductibles as pre-determined by the Insurance policy.
- (2) For the purposes of section 149(4)(b) "major perils" shall include the peril of "earthquake" in addition to those perils listed under Regulation 9.1(2) of the Act.
- (3) In the event of damage to the building caused by an earthquake, the Strata Corporation shall levy a special assessment upon all owners in order to recover the insurance deductible as determined by the insurance policy.
 - i. The special assessment shall be in proportion to the unit entitlement of each strata lot.
 - ii. Such assessment shall immediately become due and payable in full and any Owner, who sells, conveys or transfers his/her title, including a re-mortgage shall pay the full amount outstanding.
 - iii. As a matter of financial convenience only, the owners may pay the special assessment over a period of six (6) months. Such payments shall be equally divided and shall commence on the first day of the

month following declaration of this Bylaw by the Strata Council or any duly appointed administrator in lieu of the Strata Council.

- iv. Any installment not made on the first of each month shall be assessed a fine of \$100.00. The Strata Corporation may further add interest charges.
- v. This special assessment shall be considered as part of the common expenses of the Strata Corporation and Section 171 of the Act shall be applicable where an owner fails to make the required payment as authorized by this Bylaw.

(4) The owner of a strata lot shall be obligated to pay to the Strata Corporation upon demand the amount of any insurance deductible paid by the Strata Corporation in relation to any claim made under or against the Strata Corporation's insurance policy where:

- i. The owner, a tenant, an occupant of that owner's strata lot or their guest or invitee are responsible for the cause of the claim, or
- ii. The source of the damage giving raise to the claim originated in that owner's strata lot (other than from common property within the strata lot).

(5) If an owner makes an insurance claim under the Strata Corporation's insurance police in relation to any portion of that owner's strata lot which the Strata Corporation is required to insure and:

- i. The owner, tenant, an occupant of that owner's strata lot or their guest or invitee are responsible for the cause of the claim, or
- ii. The source of the damage giving rise to the claim originated in that owner's strata lot (other than from common property within the strata lot),

The owner shall pay directly any deductible related to such claim.

(6) The Strata Corporation, subject to the terms of the Act and these bylaws, shall recover from an owner or tenant (as the case may be) the costs to repair any physical damage to the common property, limited common property or those portions of a strata lot whit the Strata Corporation is required to repair (or otherwise choose to repair) and which is not covered by the Strata Corporation's insurance policy for which:

- i. The owner, tenant, an occupant of the strata lot or their guest or invitee are responsible; or
- ii. The source of which originated in that strata lot (other than from common property within the strata lot).

(7) The strata corporation may choose to seek recovery (including suing) from only the owner of a strata lot in relation to damage caused by a tenant or occupant of that strata lot or their guest or invitee. Nothing in this section shall act to restrict the rights of the Strata Corporation pursuant to Section 133 of the Act.

(8) The owner of a strata lot shall be obligated to pay to another owner the reasonable costs (including any insurance deductible) to repair any damage to that other owner's strata lot for which the owner, a tenant, an occupant of the strata lot or their guest or

invitee are responsible or the source of which originated in the owner's strata lot (other than from common property within the strata lot).

(9) The strata council, acting reasonably, and after having provided an owner facing liability under this bylaw with an opportunity to make submissions to the strata council, shall determine whether or not an owner is responsible for damage or whether the source of the damage originated within the owner's strata lot. *(approved AGM Jan.10, 2017 CA5776169)*

DIVISION 3 - COUNCIL

Eligibility for Council

10. (1) The only persons who may be council members are:
- (a) owners. If two owners have joint title, only one may be on Council at any given time;
 - (b) tenants, who, under section 147 or 148 of the Act, have been assigned a landlord's right to stand for Council;
 - (c) spouse of a registered owner who is not on title, but may not be on Council at the same time as the registered owner;
 - (d) family member who is renting a strata lot from an owner pursuant to section 142(3) of the Act.
- (2) An owner of a strata lot whose strata fees are in arrears for more than 90 days is ineligible for election to Council.
- (3) No person shall 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 that strata lot under section 116 (1) of the Act.
- (4) A council member who is unable to continue to be on council pursuant to section 9 (3), will be deemed to have resigned.

Council Size

11. (1) The Council shall consist of at least 3 but not more than 7 members.

Council Members' Terms

12. (1) The term of office of a council member ends at the end of the annual general meeting at which the new Council is elected.
- (2) A person whose term as council member is ending is eligible for re-election,

Removing a Council Member

- 13. (1)** The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2)** After removing a council member, the Strata Corporation must immediately hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing a Council Member

- 14. (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 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.
 - (5)** When a person ceases to be a member of Council or a committee of Council, such person shall immediately return to the Council any and all keys, manuals, records, documents and all other such items which are the sole property of the Strata Corporation.

Officers

- 15. (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 Council member who is not present at the first meeting of the Council may be nominated for any of the above offices, provided that a letter stating willingness to serve in an office has been presented to the Council prior to the first meeting.
- (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.
- (5) A person may hold more than one office at a time, but may not hold the position of President and Vice-president simultaneously.

Calling Council Meetings

- 16. (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 the council members consent in advance of the meeting; or
 - (b) the meeting is required to deal with an emergency situation, and all the council members either:
 - i. consent in advance of the meeting; or
 - ii. are unavailable to provide consent after reasonable attempts to contact them.
 - (c) Minutes of such a meeting shall be kept and shall record the amount of any unauthorized expenditures made in accordance with section 98 of the Act.
 - (d) Minutes of the meeting must be distributed to the owners within two weeks after the meeting.

Communicating With Council

- 17. (1) Except for emergencies, all communications, applications or complaints must be made in writing and placed in the Council's mailbox on the first floor at least ten (10) days prior to the Council meeting at which the Council's consideration is required. All correspondence to the Council must be dated and signed.
- (2) Communicating by email to an individual council member will not be deemed communication to the Council and will not be acted upon.

Requisition of Council Hearing

- 18.** (1) A resident may request a hearing at a council meeting by applying in writing, at least seven (7) days in advance, stating the reason for the request.
- (2) If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the hearing.

Quorum of Council

- 19.** (1) A quorum of the Council is:
- (a) 2, if the Council consists of 3 or 4 members;
 - (b) 3, if the Council consists of 5 or 6 members;
 - (c) 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 a quorum.

Council Meetings

- 20.** (1) Council meetings must be held at least 5 times in a calendar year.
- (2) Council meetings must be chaired by the president of the Council.
- (3) If the president is unwilling or unable to chair the meeting, the council members present may choose another council member or the property manager to chair the meeting.
- (4) Owners may attend council meetings as observers.
- (5) Owners may not participate in Council's discussions unless permitted by the person chairing the council meeting.

Despite subsection (4), no observers may attend those portions of council meetings that deal with:

- (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, interfere with an individual's privacy.

Voting at Council Meetings

21. (1) Decisions must be made by a majority of council members present in person at the council meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to Inform Owners of Minutes

22. (1) The Council must inform owners of the minutes of all council meetings within 2 weeks of the meetings , whether or not the minutes have been approved.
- (2) Notwithstanding 21 (1), minutes of "in camera" meetings must not be distributed.

Delegation of Council's Powers and Duties

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

- (5) The minutes of the council meeting must show that the Strata Property Manager has been instructed by Council to inform a person of a contravention and the penalty to be applied.

Spending Restrictions

24. (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
 - (2) Despite subsection (1), a council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
 - (3) For the purposes of section 98(2) of the Act, the maximum expenditure, together with all other unapproved expenditures, shall not exceed an accumulated total of \$5,000.00 in any one fiscal year.
 - (4) For the purposes of section 82(3) of the Act, the Strata Corporation may acquire or dispose of personal property up to and including \$2,000.00 in value without approval by way of a resolution passed by a $\frac{3}{4}$ vote.
 - (5) Pursuant to Section 98 (6) of the Act, the Strata Corporation must inform the owners as soon as feasible about any expenditure made under subsection (2) and (3).

Limitation on Liability of Council Member

25. (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise of 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 judgement against the Strata Corporation.

DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES

Maximum Fine

26. (1) Pursuant to Section 132, Regulation 7.1, of the Act, the Strata Corporation may fine an owner or tenant a maximum of:
- (a) \$200.00 for each contravention of a bylaw, other than a rental bylaw;
 - (b) \$50.00 for each contravention of a rule;
 - (c) \$500.00 for each contravention of a rental bylaw.
- (2) Fines levied by the Strata Corporation shall be due and owing along with the next instalment of the strata maintenance fees.

Continuing Contravention

27. 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 for every seven (7) days the contravention continues.

DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS

Person to Chair Meeting

28. (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 vice president of the Council must chair the meeting.
- (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, including the Property Manager.

Participation by Other than Eligible Voters

29. (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 motion passed by a majority vote at the meeting.
- (4) A strata lot vote may not be exercised, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot under Section 116 of the Act.

Voting

30.
 - (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 or by secret ballot.
 - (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) An election of Council or any other vote may be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of Business

31.
 - (1) All meetings of the Strata Corporation shall be governed as closely as possible by Rules of Order, as chosen by Council.
 - (2) The order of business at annual and special general meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;

- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of Council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a Council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION

Voluntary Dispute Resolution

- 32.** (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 a tenant who has the powers of the owner/landlord, 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 - RENTAL AND AGE RESTRICTIONS

Rental Restrictions

33. (1) The number of strata lots which may be rented must not exceed 6.
- (2) Sub-leasing all or any part of a strata lot is prohibited.
- (3) An owner seeking to rent their strata lot shall apply in writing to the Council for permission. Such permission shall only be granted if the maximum number of strata lots set out in subsection 32(1) has not been reached. Applications shall be approved by the Council in order of their receipt. Applications received after the maximum number of rental has been reached will be held and approved in order of their receipt unless withdrawn.
- (4) Applications to rent under the provisions of Section 144 of the Act must be made to Council in writing and state the reason the owner thinks an exemption should be made and whether the owner wishes a hearing. All supporting documents must be included with the application.
- (5) All approved applications in 32 (4) will be for a set period of time, which cannot in any circumstances exceed one (1) year.
- (6) Should an owner rent a strata lot to a family member (as defined by the Act) or obtain permission under the Act to rent on the basis of a hardship, that owner must submit a signed copy of Form K "Notice of Tenant's Responsibility" to the Strata Corporation within two (2) weeks of the date of renting.
- (7) An owner who fails to submit a signed Form K, "Notice of Tenant's Responsibility", within the time limit allowed under the Act two (2) weeks of the date of renting may be subject to a fine in the amount of \$200.00 for every month or part thereof that the strata lot is rented and Strata Corporation is not in receipt of a signed Form K, "Notice of Tenant's Responsibility".
- (8) A tenancy shall be deemed to come to an end when a tenant vacates the strata lot. The owner of that strata lot shall be required to reapply pursuant to 32 (3) above.
- (9) An owner who rents a strata lot contrary to this bylaw shall be subject to a fine of \$500.00 in accordance with the terms of sections 25 and 26 of these bylaws.

Age Restriction

- 34.** (1) No person under the age of 55 years, other than the spouse of the owner or tenant, may occupy, or reside in, a strata lot.
- (2) A resident who requires a live-in care giver may apply for an exemption to the age restriction with the following conditions:
- (a) The request for this exemption must be in writing to the Council and must be accompanied by written medical proof of the need for live-in care, either from the attending physician or a member of the Home Care team which has assessed the client.
 - (b) Council will reply to this request within two (2) weeks and shall not unreasonably withhold permission for this exemption.
 - (c) The live-in care giver may be a relative of the person requiring care.
 - (d) When there is no longer a need for live-in care, the care-giver must vacate the suite as soon as feasible.

Division 8 – MISCELLANEOUS MATTERS

Court Actions

- 35.** In accordance with section 171(4) of the Act, the authorisation referred to under section 171(2) of the Act is not required for a proceeding under the Small Claims Act. Such proceedings may be commenced with approval of the Council only.

Move In/Move Out

36. Move In/Move Out

- (1) The Strata Corporation may regulate the times and manner in which any person moves into or out of strata lots.
- (2) An owner, or tenant, or any other person, 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) Any and all damages caused to the common property as a result of a move in/out of a strata lot shall be charged to the strata lot into or out of which the move occurred.

- (4) The Strata Corporation will assess a non-refundable fee of \$100.00 per move in and move out directly to the owner. (approved AGM Jan.10,2017, CA5776169)

In-Suite Laundry Equipment

- 37.** (1) The Strata Corporation prohibits the installation and/or use of portable or built-in laundry equipment (washers and dryers) within a strata lot.
The reason for Bylaw 37.(1) is that the building is not plumbed for in-suite laundry equipment nor is there any provision for the venting of in-suite dryers.
- (2) Laundry equipment which was in place as of Feb. 16, 2007, and owners of said equipment, are exempt from Bylaw 37 (1).
- (3) Owners of said laundry equipment shall be subject to the following conditions:
- (a) Strata lot owners will be responsible for all costs and fines associated with the restoration of any damage caused by the use of existing portable or built-in laundry equipment.
 - (b) Existing laundry equipment may not be replaced.
 - (c) When the strata lot is sold the existing laundry equipment must be removed before the new owner takes possession.

38. Parking

- (1) All numbered parking spaces are for the exclusive use of the residents in NW1511, including numbered spaces outside.
- (2) Spaces are provided for "Visitors" to NW1511 only, and must not be used by residents, with the exception of loading or unloading a vehicle for a short period of time, not to exceed 30 minutes.
- (3) Vehicles must not be left in the NO PARKING AREA – this is a tow-away zone.
- (4) A resident must use only the parking space which is specifically assigned to his or her strata lot. No other person may use such parking space without the resident's permission.
- (5) A parking space assigned to a strata lot must not be rented or leased to non-residents. If a parking space is rented to a resident, notice in writing must be given to the Council within 5 days of doing so.

39. Garage

- (1) No repairs to motor vehicles may be made in the parking garage except in an emergency.
- (2) Items other than a motor vehicle must not be stored in parking spaces.
- (3) The allotted parking space must be kept clean and tidy.

- (4) Motor vehicles dripping oil, gasoline or any other fluid may, at the discretion of Council, be prohibited from entering the common property, including the garage, until repaired. Drip pans may be placed under vehicles but must be metal. Commercial oil drip mats are also acceptable.
- (5) Unlicensed vehicles parked in the garage or in the outside parking area must be insured for third party liability. A copy of this insurance must be given to the Council. If evidence of insurance on unlicensed vehicles is not provided to the Council within 7 days of being requested in writing to do so, the Strata Corporation may have the uninsured vehicle removed from the property and the cost to do so will be charged to the owner of the strata lot to whom the parking space has been assigned. This charge shall become due and payable with the next monthly fee.

SPINNAKER II NW 1511

STRATA CORPORATION RULES – RATIFIED January 10th, 2017

1. Each strata lot is issued two (2) security keys for all external doors. These keys cannot be duplicated. Additional or replacement keys can be obtained from the caretaker or the property manager at a cost of \$75.00 each. All suites are also issued a key for the storage room and a key for the mail box. It is the responsibility of the seller or the landlord to pass on the keys to the new owner or tenant.

2. Garbage Disposal

- A. Spinnaker II recycles! Please put all recyclable materials into the appropriate boxes. All items **MUST** be clean. Wash all containers before putting into the box. Do not bag them before putting them into the box.

PLEASE NOTE:

NO GARBAGE OF ANY KIND IS TO GO INTO THE RECYCLING BOXES.

STYROFOAM MUST NOT BE PUT INTO THE RECYCLING BOXES. Our recycling company does not take it.

- B. All normal household waste must be bagged, sealed and put down the garbage chute on each floor. Garbage that is too big to put down the chute may be left in the garage outside the garbage room by the blue boxes. Please make sure it is double bagged and tightly sealed.

- C. Exception to 2.B. above: All kitty litter **MUST** be double-bagged and tightly sealed before putting it down the garbage chute.

- D. Following a move in, cardboard boxes may be flattened and left behind the blue boxes for recycling. Excess newsprint used for wrapping should be bagged and left beside the blue boxes.

- E. Discarded household items must not be left in the garage or the laundry room. It is the responsibility of each resident to arrange for pickup of these items for disposal off the premises.

3. Parking

- A. A few additional parking spaces are available *to occupants of NW 1511* at monthly rental of \$10.00 each. Please contact the agent for details.

- B. All parking areas are monitored. Unauthorized vehicles may be

towed at owner's expense.

4. Security

A. Residents must ensure that the garage door has returned to a fully closed position before leaving the entrance area.

B. Residents assigned indoor parking stalls are provided with one garage door opener. Garage door openers must not be left in owners' vehicles. Break-ins can result in controls being stolen, necessitating immediate re-programming of all other openers.

C. A resident must not allow strangers or canvassers into the building.

D. No resident, without the express permission of Council, is permitted in any part of the restricted common areas of the Strata Corporation, such as the roof, electrical rooms, mechanical rooms or other locked rooms which do not form part of their strata lot. Council shall not unreasonably withhold permission.

5. Vehicles may be washed between 8 a.m. & 9 p.m. in the designated spot outside the garage entrance.

6. Commercial vehicles shall not be parked on common property or limited common property except for pickup and delivery.

7. Recreational vehicles and trailers are permitted provided they:

(a) are owned by a resident;

(b) do not exceed six (6) feet in width and do not extend beyond the length of the parking stall;

(c) do not create a hazard or a nuisance to other residents.

8. A resident must not keep mats, footwear or any other items in the hallways.

9. Medical Scooters

A. Persons wishing to park their scooter in the parkade must present their request to do so in writing to the Strata Council. Council must not unreasonably withhold permission.

B. Medical electric scooters may be parked only in the designated area in the parkade.

C. A monthly fee of \$5.00 will be charged. This fee is due and payable on the first day of the month.