

MURANO

Strata Plan KAS3577

Bylaws & Rules

Adopted January 24, 2012

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STRATA PLAN KAS3577 BYLAWS

Adopted January 24th, 2012

Preamble

Strata Plan KAS 3577 is a British Columbia corporation and is charged with the administration of the strata as prescribed by law and in accordance with the provisions of the Strata Property Act [SBC 1998] and its Regulations, as well as the Strata Property Amendment Act [2009]. These bylaws and rules are adopted by its members for the control, management, maintenance, use and enjoyment of the strata lots, common property, limited common property and common assets of the strata corporation. Members therefore adopt bylaws and rules as the administrative standards of KAS 3577.

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

Payment of Strata Fees

1. Pursuant to section 107(1) of the Strata Property Act and Regulations 6.8 and 17.9: The Strata Corporation's schedule for the payment of strata fees shall provide:

(1) For purposes of the monthly strata fee, that:

- (a) The strata fees are to be paid by an owner on or before the first of the month to which the strata fee relates; and,
- (b) Shall be deemed to be the amount for each strata lot based on the approved annual budget from time to time, including any amendments, and calculated based on the unit entitlement formula;
- (c) Within three (3) weeks after approval of the annual budget in each year, an owner must provide twelve (12) post-dated cheques each in the amount of strata fees for his or her strata lot payable to the strata corporation,

(2) For purposes of the special levy, that:

- (a) The special levy shall be deemed to constitute a strata fee of the strata corporation for purposes of this bylaw;
- (b) Shall be deemed to be in the amount for each strata lot specified in a special resolution approved by a $\frac{3}{4}$ vote of owners from time to time, including any amendments, and calculated based on the unit entitlement formula;
- (c) Shall be deemed to be due and payable on or before the date specified in a special resolution approved by a $\frac{3}{4}$ vote of owners pursuant to section 108 of the Strata Property Act.

(3) An owner in arrears of payment:

- (a) The strata corporation may charge an owner who is late paying his/her strata fees, (comprised of the monthly strata fee and any special levy) interest at the rate of 10% per annum or the maximum rate of interest stipulated in the Regulations to the Strata Property Act from time to time.
- (b) The interest payable on a late payment of strata fees is not a fine and shall form part of the strata fees for the purposes of section 116 of the Strata Property Act.
- (c) The strata corporation may charge interest and levy a fine for late payment of strata fees.
- (d) A unit owner in default of the payment of common expenses, strata fees, special levies, interest, fines, user fees and any other amounts owing pursuant to the Strata Property Act (the "Arrears") shall reimburse the strata corporation and save it harmless against any and all costs and expenses required to collect such Arrears, including legal costs, comprised of fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

For purposes of section 133(2) of the Strata Property Act, "reasonable costs of remedying the Contravention" of the strata corporation's bylaws or rules shall be interpreted to include, but not be limited to, legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

Any legal costs or expenses incurred by the strata corporation to collect any Arrears shall be charged to that owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the legal expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the date of payment of the monthly assessment.

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.
- (3)** (a) An owner shall reimburse the Strata Corporation for the expense of any maintenance repair or replacement and any loss or damage to that Owner's strata lot, the common property, the limited common property or the contents of same if:
 - (i) That owner is responsible for the loss or damage; or
 - (ii) If the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
 - (a) That owner; or,
 - (b) Any member of the owner's family; or,
 - (c) The owner's pet(s); or,
 - (d) The owner's guests, employees, contractors, agents, tenants, occupants, volunteers, or their pets (the "Responsible Owner"), but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner.

- (b) For greater certainty, an owner shall be deemed to be responsible even if that owner is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act, repair costs and other related costs or expenses not covered by proceeds from insurance.
- (c) Without restricting the generality of the foregoing, an owner is responsible for:
- (i) Any water escape damage from that owner's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment or fixture located in the owner's strata lot including, but not limited to the following:
 - Dishwasher;
 - Refrigerator with ice/water dispensing capabilities;
 - Garburator;
 - Washing machine;
 - Dryer and dryer vents;
 - Toilet, sink, bathtub and/or shower;
 - Fish tank;
 - Waterbed;
 - Plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner;
 - Fireplace; or,
 - Any other similar type of appliance, equipment or fixture.
 - (ii) Any damage arising out of any alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that Strata Lot; and,
 - (iii) Any damage to property that an owner is required to repair and maintain.
- (d) An owner shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by

the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner.

- (e) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs and related legal costs shall be charged to the owner and shall become due and payable as part of that owner's monthly assessment on the first of the month following the date on which the expense was incurred.
- (f) It is recommended that an owner, tenant or occupant obtain and maintain a Homeowner Package insurance policy to cover:
 - (i) The losses described in section 161 of the Act;
 - (ii) The deductible portion of the insurance claim against the Strata Corporation's insurance policy if that owner is responsible for the loss or damage that gave rise to the claim; and,
 - (iii) Any alteration, betterments or changes to the buildings or fixtures built by the developer.

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
 - (a) 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.

- (b) Compromise, alter, tamper with or damage any building security systems, devices or components thereof.
- (3)** An owner, tenant, occupant or visitor must ensure that all animals are leashed and secured outside of the building on common property and leashed or carried and secured when inside the building on common property. Owners are responsible for cleaning up after their pet while on common property.
- (4)** An owner, tenant, occupant or visitor must not keep any pets on a strata lot, limited common property or common property, other than one of the following:
- (a) A reasonable number of fish or other small aquarium animals;
 - (b) One dog or one cat is allowed per unit and that pet must be under 14 inches (35.5 centimetres) in height.
- (5)** No birds, animals, mammals, or reptiles are permitted.
- (6)** All pets must be kept quiet, controlled and clean.
- (7)** Pit Bulls, varieties of Pit Bulls or cross-breed of Pit Bulls or anything classified as a vicious dog are not allowed.
- (8) Security**
- (a) An owner, tenant, occupant or visitor shall not leave open or unlock any outside entrance door, parkade garage door, parkade storage locker room door, parkade lobby door, exterior fire exit doors or stairwell doors.
 - (b) An owner, tenant, occupant or visitor shall not allow;
 - (i) Strangers to enter the building, including tradesmen or delivery people.
 - (ii) Unidentified persons to follow you through the door when you enter or exit any secure door mentioned in 3(8)(a).
 - (iii) Access via the front door with the enter phone system for any person they do not know personally or for whom they do not have specific business with.
 - (c) An owner, tenant, occupant or visitor **MUST** wait for the garage door to close before proceeding unless another electronic entry device is used to re-open the garage door.

- (d) All keys and electronic entry devices for accessing the common property will be made and issued only with the authority of the council.
 - (i) The maximum number of keys and electronic entry devices allowed per strata lot is in correlation with maximum occupancy allowed per strata lot as stipulated in bylaw 32(2.1)
 - (ii) Tenants requiring additional keys and electronic entry devices must provide council with written approval from the strata lot owner or property manager.
 - (iii) Advance payment for the entry device is required. Fees for entry devices are stipulated in the Murano Rules.
- (e) An owner, tenant or occupant shall report within twelve (12) hours to strata council if a key, electronic parkade door opener (remote) or FOB key has been lost or stolen. Failure to report the lost or stolen electronic entry devices may result in a fine.
- (f) An owner, tenant, occupant or visitor shall ensure no peddler, salesman or solicitor will be permitted within the building for any purpose, except as required by The Elections Act (Canada) and similar government legislation.
- (g) An owner, tenant, occupant or visitor shall not enter restricted areas such as rooftops, restricted storage areas and room, and mechanical rooms. Only designated and authorized personal allowed.

Inform the 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, mailing address, contact details outside the strata plan, if any.
- (2)** Within two weeks of tenant residency a Form K must be completed in full and delivered to the strata corporation. Written notice must be given to the strata corporation at least 72 hours in advance of any moving activity.
 - (a) Should change in occupancy occur, such as a change in room-mates, the owner or property manager must fully complete and submit a new Murano Form K to strata prior to the occupancy change;

- (3) In the event of a change in owner's mailing address, contact number or email address, or a change in the tenant's contact number or email address, the strata corporation must be notified within 2 weeks.
- (4) Within 2 weeks of commencing occupancy, all pets who reside within a strata lot must be registered with strata.

Obtain Approval Before Altering a Strata Lot

- 5. (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) The structure of a building;
 - (b) The exterior of a building;
 - (c) Chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) Doors, windows or skylights, on the exterior of a building, or that front on the common property;
 - (e) Fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) Common property located within the boundaries of a strata lot;
 - (g) Those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
 - (h) Any alterations to flooring.
- (2) The strata corporation must not unreasonably withhold its approval under subsection 5(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 and a requirement that alterations are undertaken by licensed tradespersons.

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.
 - (a) Any approved alteration to common property or limited common property shall become the property of the strata corporation.

- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Permit Entry to Strata Lot

7. (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
 - (a) In an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) At a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
 - (c) At a reasonable time on 48 hours' notice to ensure compliance with the act and the bylaws.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) An owner or tenant who improperly fails or refuses to provide access contrary to section 7(1) shall be responsible for any damages or additional costs incurred by the strata corporation as a result of the failure to allow an authorized person access. The strata corporation may commence court proceedings to compel access to the strata lot and the unit owner or tenant who unlawfully refused access shall not only be responsible for damages, but also for the legal costs of the strata corporation as between a solicitor and his own client.

Division 2 -- Powers and Duties of Strata Corporation

Repair and Maintenance of Property by 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, and
 - (ii) The following, no matter how often the repair or maintenance ordinarily occurs:
 - (a) The structure of a building;
 - (b) The exterior of a building;
 - (c) Chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (d) Doors, windows or skylights, on the exterior of a building or that front on the common property;
 - (e) Fences, railings and similar structures that enclose patios, balconies and yards;
- (d) A strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - (i) The structure of a building,
 - (ii) The exterior of a building,
 - (iii) Chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) Doors and windows on the exterior of a building or that front on the common property, and
 - (v) Fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

Council Size

- 9. (1)** The council must have at least 3 and not more than 7 members.

Council Members' Terms & Eligibility

- 10. (1)** Council members must be registered strata lot owners.
- (2)** The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (3)** A person whose term as council member is ending is eligible for re-election.
- (4)** 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 Strata Property Act.
- (5)** If a council member is unable to continue to be on council pursuant to section 10 (3), then that council member is deemed to have resigned for purposes of section 12 of the Standard Bylaws (Replacing Council Member).

Removing Council Member

- 11. (1)** Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2)** After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing Council Member

- 12. (1)** If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2)** A replacement council member may be appointed from any person eligible to sit on the council.
- (3)** The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4)** If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 13. (1)** At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2)** A person may hold more than one office at a time, other than the offices of president and vice president.
- (3)** The vice president has the powers and duties of the president
- (a) While the president is absent or is unwilling or unable to act, or
- (b) For the remainder of the president's term if the president ceases to hold office.
- (4)** If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling Council Meetings

- 14. (1)** Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2)** The notice must 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 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) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) Bylaw contravention hearings under section 135 of the Act;
 - (b) Rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) Any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy or be deemed a conflict of interest.

Voting at Council Meetings

- 18. (1)** At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2)** Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3)** The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to Inform Owners of Minutes

- 19. (1)** Council will post on the Murano website minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of Council's Powers and Duties

- 20. (1)** Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2)** The council may delegate its spending powers or duties, but only by a resolution that
 - (a)** Delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b)** Delegates the general authority to make expenditures in accordance with subsection (3).
- (3)** A delegation of a general authority to make expenditures must
 - (a)** Set a maximum amount that may be spent, and
 - (b)** Indicate the purposes for which, or the conditions under which, the money may be spent.
- (4)** The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a)** Whether a person has contravened a bylaw or rule,
 - (b)** Whether a person should be fined, and the amount of the fine, or

- (c) Whether a person should be denied access to a recreational facility.

Spending Restrictions

- 21. (1)** A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2)** Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on Liability of Council Member

- 22. (1)** A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2)** Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 -- Enforcement of Bylaws and Rules

Maximum Fine

- 23. (1)** The maximum fine for contravention of:
 - (a) A bylaw is \$200 (Reg 7.1(1) (a));
 - (b) A Rule is \$50 (Reg 7.1 (1) (b)); and,
- (2)** The maximum frequency for a fine is 7 days for a continuing violation (Reg7.1(3)).

Complaint, Right to Answer and Notice of Decision

(section 135 of the Strata Property Act)

- (3) (a)** The strata corporation must not impose a fine for a contravention of a bylaw or rule unless the strata corporation has received a complaint about the contravention and given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant.

- (b) If the person is a tenant, the strata corporation must give notice of the complaint to the person's landlord and / or to the owner.
- (c) The strata corporation must give notice in writing of a decision to the tenant, landlord and /or owner within 7 days.
- (d) Once the requirements referred to in this section have been complied with, the strata corporation may impose a fine for a continuing contravention of that bylaw or rule without further compliance with this section.

Late Payment of Strata Fees

- (4) (a) Failure to pay strata fees on the first day of each month contrary to Standard Bylaw 1 shall be deemed to constitute a complaint for purposes of section 23.1.
- (b) In addition to any other rights available to the strata corporation, the strata corporation may in its sole and absolute discretion levy a fine in an amount not to exceed 10% (ten percent) for late payment of common expenses and the fine shall be levied on the 3rd (third) business day following the day that the common expenses were due and payable.
- (c) Each consecutive month that the common expenses are paid late or are unpaid shall constitute a separate infraction and each infraction shall be subject to a fine as provided in this bylaw. Fines shall be added to the common expenses of the offending owner and shall be due and owing on the day that the fine is levied.

Fines for Other Infractions

- (5) Subject to compliance with section 23.1, the strata corporation, in addition to any other rights or remedies that it has available in law, may levy a fine in its sole and absolute discretion in an amount not to exceed a maximum of \$200.00 for each contravention of a bylaw or the strata corporation and \$50.00 for each contravention of a rule.
- (6) The fee for any NSF cheque written to Strata KAS3577 is \$50 and must be paid within 7 days.
- (7) Prior to taking enforcement proceedings, the strata corporation may provide the person in violation of a bylaw or rule with notice of the infraction and may give that person time to comply with the bylaw or rule (s.129(2) of SPA.)

Continuing Contravention

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

Division 5 -- Annual and Special General Meetings

Person to Chair Meeting

- 25. (1)** Annual and special general meetings must be chaired by the president of the council.
- (2)** If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3)** If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by Other than Eligible Voters

- 26. (1)** Owners may attend annual and special general meetings, whether or not they are eligible to vote.
- (2)** Persons who are not eligible to vote 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 must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Eligible Voters & Strata Arrears

- (4)** If the strata corporation is entitled to register a lien against a strata lot under section 116(1) of the Strata Property Act, then the vote for the strata lot shall not be exercised at any annual or special general meeting, except on matters requiring a unanimous vote.

Eligible Voters & Quorum

- (5)** If a vote for a strata lot may not be exercised pursuant to bylaw 26 then that strata lot's vote must not be considered for the purposes of determining a quorum in accordance with section 48 or for the purposes of sections 43(1), 46(2) and 51(3) of the Strata Property Act.

Voting

- 27. (1)** At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2)** At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3)** If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4)** The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5)** If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- (6)** Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of Business

- 28. (1)** The order of business at annual and special general meetings is as follows:
- (a) Certify proxies and corporate representatives and issue voting cards;
 - (b) Determine that there is a quorum;
 - (c) Elect a person to chair the meeting, if necessary;
 - (d) Present to the meeting proof of notice of meeting or waiver of notice;
 - (e) Approve the agenda;
 - (f) Approve minutes from the last annual or special general meeting;
 - (g) Deal with unfinished business;
 - (h) Receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;

- (i) Ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) Report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) Approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) Deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) Elect a council, if the meeting is an annual general meeting;
- (n) Terminate the meeting.

Division 6 -- Voluntary Dispute Resolution

Voluntary Dispute Resolution

- 29. (1)** A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) All the parties to the dispute consent, and
 - (b) The dispute involves the Act, the regulations, the bylaws or the rules.
- (2)** A dispute resolution committee consists of
- (a) One owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) Any number of persons consented to, or chosen by a method that is consented to by all the disputing parties.
- (3)** The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7

Sale of Strata Lot – Signage

- 30. (1)** An owner or his/her agent shall:
- (a) Post signage to advertise the sale of a strata lot only in designated locations approved by the Strata Council.
 - (b) Show the common property and hold open houses only during the hours of 10:00 am and 6:00 pm on each day.
 - (c) Ensure that the signage:
 - (i) Does not exceed 4 inches by 16 inches (10 centimetres by 40.5 centimetres) in size; and,
 - (ii) Is professionally made
- (2)** An owner, tenant or occupant shall remove all goods and objects from the common property within 14 continuous calendar days from the date of vacating the strata lot, unless permission is granted in writing by the strata council to the contrary.
- (a) Any goods or objects not so removed shall be deemed abandoned and may be removed by the strata council or its agents and disposed of or sold in a manner determined by the strata council in its sole and absolute discretion. Any reasonable costs incurred by the strata council, including reasonable legal costs as between a solicitor and his own client, may be deducted from the proceeds of sale of the goods. Surplus proceeds, if any, shall be paid by the strata council to the owner of such goods and objects.

Division 8 – Use of Strata Lot, Common Property & Limited Common Property

Moving Bylaw

- 31. (1)** An owner, tenant or occupant shall:
- (a) Provide the strata council with at least 72 hours notice prior to moving furniture and effects in or out of the building;
 - (b) Arrange for an elevator key 72 hours in advance;
 - (c) Shall pay the move-in fee, as indicated in the rules, prior to moving in.

- (d) Move or remove household furniture and effects from the building only during such times and in such a manner stipulated by the strata council in the rules;
 - (e) Lock the elevator door open with use of the elevator key, for brief periods (as opposed to propping it open) to prevent damage to the elevator and minimize inconvenience to the other occupants; and,
 - (i) Residents who reside on the 2nd, 3rd, or 4th floor are required to obtain and use the elevator key for safe elevator operation when moving boxes or furnishings in or out of the Murano;
 - (f) Park any vehicle larger than a pickup truck on Saucier Avenue;
 - (g) An owner, tenant, occupant or moving party must ensure when moving in or out of the building that doors only be open when goods are being transported through the entry way and must be allowed to close after the moving party passes through. It is the responsibility of the moving party to ensure that security integrity of the building is not jeopardized during the move;
 - (h) Not place personal belongings on Murano lobby furniture;
 - (i) Not park and / or unload vehicles in front of the parkade lobby door.
- (2)** If the common property is damaged as a result of moving in or out of the building, the strata corporation may do what is reasonably necessary to repair such damage and the person who may be fined for the contravention shall be required to pay the reasonable costs of remedying the contravention, including payment of reasonable legal costs as between a solicitor and his own client.

Prohibition on Use of Strata Lot & Common Property

- 32. (1)** An owner, tenant, occupant or visitor shall not:
- (a) Use or permit his or her strata lot to be used for any purpose other than as a single family dwelling;
 - (b) Allow the strata lot to become unsanitary;
 - (c) Operate a business from their strata lot, or common area that involves clients, customers or employees accessing the strata lot, or common area.

(2.1) An owner shall not permit their strata lot to be occupied by more than:

- (a) 2 persons in a one bedroom strata lot
- (b) 4 persons in a two bedroom strata lot

For purposes of this bylaw, a bedroom is defined as having a built-in closet, as constructed by the developer; therefore, a den does not qualify as a bedroom.

Window & Window Coverings

(2.2) In order to preserve the visual integrity of the development, the owner, tenant, or occupant shall not:

- (a) Remove interior blinds and screens supplied by the developer next to the windows unless they are replaced with blinds and screens of such a colour and material as may be approved in writing by the strata council, such approval not to be unreasonably withheld.
- (b) Install window coverings on the enclosed balcony other than 2" faux wood or roller blinds of similar colour to the interior blinds supplied by the developer. Owners must obtain prior written approval from strata council, such approval not to be unreasonably withheld.
- (c) Install highly reflective silver or gold metallic films, aluminum foil, paper or other make-shift materials to be used on the windows.

Prohibition on the Use of Common Property

(3) An owner, tenant, occupant or visitor shall not:

- (a) Smoke on the common property, limited common property or in the common areas with the exception of smoking in the courtyard during a booked amenity room function;
- (b) Obstruct or use the sidewalks, passages, common halls, stairways and lobbies for any purpose other than ingress or egress to and from the building and strata lots. Hallways must be kept clear of articles at all times. Footwear, mats and other items must not be left in the hallways;
- (c) Use the stairwells during posted restricted hours, other than emergency situations such as during a fire alarm. There is to be no running in the hallways or stairwells;

- (d) Transport a shopping cart, bicycle or bicycle parts, or any other similar type of cart or vehicle in the common halls, elevators, passageways, stairwells and vestibules;
- (e) Do or permit anything to be done that may cause damage to plants, flowers, lawns or other landscaped common property and for greater certainty, shall not place chairs, tables or other objects on the common property so as to damage them, prevent growth, or interfere with the cutting of lawns or the maintenance of the grounds generally, including walking through flower / shrub beds;
- (f) Create an obstruction, restriction or hindrance to the sidewalks, entrances, exits, halls, passages, stairways, vestibules, or other parts of the common property or to persons lawfully using the same;
- (g) Skateboard, throw balls, or play street games (hockey, soccer) on the common roadways and parking areas, for the safety of all residents;
- (h) Leave or permit to be left on the common property any bicycles, tricycles, children's toys or play-things, or any other items likely to cause an obstruction, restriction or hindrance to other owners, their visitors, licencees, invitees or workmen;
- (i) Store or pile dust, rubbish, garbage, boxes, packing cases or the like on any stairway, corridor or passage of the common property or any other part of the common property;
- (j) Perform any automobile repairs or repairs to other mechanical equipment on the common property;
- (k) Cause a nuisance or annoyance to the occupants of any of the strata lots as a result of starting or running a noisy engine or other device;

Denial of Access to the Amenity Room and Courtyard

- 33.** The strata corporation may for a reasonable length of time, deny an owner, tenant, or occupant who has the right to use the amenity room and courtyard if the owner, tenant, or occupant has contravened a bylaw or rule.

Garbage Removal

34. Residents shall:

- (1)** Remove all household refuse from his or her strata lot to an area designated by the strata council for weekly collection;
- (2)** Properly wrap all garbage in tied plastic garbage bags and place it in designated containers located in the recycling/garbage enclosure;
- (3)** Use garbage for disposal of household waste only and are not to be used for construction materials or off-site refuge.
- (4)** Place cardboard, newspaper, plastics in a separate bin pursuant to the local municipal bylaws. All cardboard boxes must be collapsed before placing them in the recycling bin;
- (5)** Not dispose of hazardous waste or banned materials into the bins including tires, batteries, paint or flammable materials.
- (6)** Not dispose of furniture or large household items into the bins or leave them in, on or around the common property or limited common property.

Division 9 - Parking

Parking Location

- 35. (1) (a)** An owner, tenant, occupant or their guests shall only park motor vehicles in areas designated or assigned for such purpose. Residents are prohibited from parking in Visitor Parking and are responsible for directing their visitors / guests to the appropriate visitor parking areas;
- (i) Visitor Parking is restricted to visitors and non-resident trades people.
 - (ii) A Visitor Parking Pass is required between 12 a.m. - 7 a.m.
 - (a) Residents may request one Visitor Parking Pass per strata lot, for a maximum of seven nights per month. Passes are provided subject to availability, on a first come, first serve basis. Passes do not reserve a visitor's parking stall between 7 a.m. - 12 a.m.
 - (b) Vehicles parked in visitor parking without a Visitor Parking Pass between 12 a.m. - 7 a.m., may be towed at the owner's expense.

- (iii) A Visitor Parking Pass can be acquired by calling strata council between 9 a.m. – 6 p.m. If a pass is not obtained, visitors should use unrestricted street parking to avoid towing.
- (b) An owner, tenant or occupant shall not park in a parking space other than parking spaces designated by the strata council for that strata lot;
- (d) Vehicles in violation of Parking Bylaws are subject to towing or a fine;
- (e) Assigned parking stalls shall not be leased to non-KAS3577 strata lot owners or residents.

Parking Prohibitions

- (2)** (a) An owner, tenant, occupant and their visitors shall not park the following on the common property or the limited common property:
 - (i) An uninsured, unlicensed or unserviceable motor vehicle, including cars, trucks, trailers, boats and motorcycles, without the prior written approval of the strata council, which said approval may be granted subject to conditions;
 - (ii) A motor home, recreational vehicle or a similar type of vehicle without the prior approval of the strata corporation, which said approval may be granted subject to conditions;
 - (iii) Any boat or trailer unless a suitable location is first provided by the owner and approved in writing by the strata council, which said approval may be granted subject to conditions; or,
 - (iv) A commercial vehicle including a transport, logging truck, dump truck, bus or other similar vehicle, without the prior written approval of the strata council, which said approval may be granted subject to conditions;
 - (v) A vehicle that extends beyond 18 inches (45.5 centimetres) of the length of the parking stall. The length of the parking stall is determined by the registered strata plan.
- (b) Bylaw 35(2)(a) does not prohibit parking for the following specific purposes:

- (i) A construction or maintenance vehicle where the work is for the benefit and improvement of the strata corporation's lands on the strata lots or the common property; or,
- (ii) A special needs vehicle utilized by a person with special needs who resides in the strata corporation.

Parking Restrictions

- (3)** An owner, tenant, occupant and their visitors shall not:
 - (a) Service, maintain or repair a motor vehicle in any limited common property parking area or on common property;
 - (b) Park on common property other than designated parking stalls
 - (c) Park on the common property or the limited common property in a manner which may compromise the safety or security of the residents of the complex;
 - (d) Park a motor vehicle which is leaking excessive oil on the above ground parking stall until such time as the vehicle has been repaired.
 - (e) Park a motor vehicle which is leaking oil in the underground common property or limited common property parking stall without adequate floor protection.
 - (f) Park a vehicle in a parking stall that extends into another parking stall.

Parking Stall Maintenance

- (4)** (a) An owner, tenant, occupant and their visitors must maintain parking stalls in good condition free from items such as garbage, debris, excessive mud, or motor vehicle fluids.
- (b) The strata council shall provide written notice of any violation of bylaw 35 (4)(a) to the owner or tenant and if the infraction is not corrected within seventy-two (72) hours from the date of delivery of such notice, the strata council may order the clean-up or maintenance at the strata lot owner's expense.
- (c) An owner, tenant, occupant and their visitors must not store anything in their parking stall other than an insured motor vehicle, without prior written approval of the strata corporation.

Towing rights

- (5)** (a) Strata council shall provide written notice of any parking violation to the owner, tenant, occupant and their visitors and if the infraction is not corrected within twenty four (24) hours from the date of delivery of such notice, the strata council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw.
- (i) Immediate towing without notice, or a fine, may result when a vehicle is:
- (a) Parked in handicap parking without a handicap permit;
 - (b) Parked improperly and as a result blocks another vehicle from entry or exit.
 - (c) Parked in visitor parking without a parking pass from 12:00 a.m. to 7:00 a.m.
- (b) Written notice of a further contravention of this bylaw is not required prior to towing in the event of a second or subsequent infraction of this bylaw.
- (c) The owner, tenant, occupant and their visitors who caused or permitted the infraction of these bylaws shall indemnify the strata corporation and save it harmless from and against all costs incurred by the strata corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.

Division 10 - General Prohibitions

36. A unit owner, tenant, occupant or visitor shall not:

- (1)** Hang, or permit to be hung, any laundry or washing or other similar articles on the common property or in or about his or her strata lot in any manner which would permit the same to be visible from the outside of the strata lot;
- (2)** Install awnings or shades over or around the windows or open balconies without the prior written consent of the strata council;
- (3)** Place or install an awning, air conditioning unit, radio or television antenna, or satellite dish on the exterior of the building, balcony or on

the common property without the prior written approval of the strata council;

- (4)** Erect or permit to be erected or to remain any signs, billboards, placards, advertising, banner, flag or any other fixture or fitting of any kind whatsoever external to any part of a strata lot or of the common property;
- (5)** Keep a real or live Christmas tree in a strata lot or on the internal common property;
- (6)** Have Christmas lights on the balconies or Christmas wreaths on the door other than December 1st to January 31st of the following year. The Christmas wreath holder must be of a plastic non-adhesive and non-abrasive material;
- (7)** Sweep or throw goods, garbage, cigarette butts, paper, sweepings or other refuse out of the windows, doors or balconies of the strata lot, limited common property or the common property;
- (8)** Throw, pile or store rubbish, garbage, boxes, packing cases, or the like on the strata lot, limited common property or common property;
- (9)** Shake mops, dusters, tablecloths, rugs or other similar articles from the strata lot, the limited common property or the common property;
- (10)** Park a bicycle, motor bike, golf cart, shopping cart or other similar item in any common halls, passageways, stairways, or vestibules or in any other common property, or limited common property other than areas designated for those purposes;
- (11)** Feed birds from the windows or balconies of a strata lot, limited common property or common property;
- (12)** Use plumbing, electrical and other utility equipment for any purpose other than the purpose for which they were constructed or installed;
- (13)** Permit anything to be done on the premises which will in any way increase the risk of fire or the rate of fire insurance premium on the building or on the property therein or that will be in breach of any law, order or regulation. Enclosed balconies may not store or use a barbecue of any kind. Electrical barbecues are preferred for open balconies. Barbecues are not to be closer than 18 inches (45.5 centimetres) from the exterior of the building and are not to be used between 10 p.m. and 10 a.m.;

- (14)** Allow dryer lint build up. To ensure lint free vents, the dryer lint trap must be cleaned after every use and the in-line lint trap box connected to the dryer be cleaned weekly;
- (15)** Leave the lights on in the storage locker room when they are the last to exit the room;
- (16)** Hold garage sales anywhere on Murano property;
- (17)** Jump or climb over any fencing including balcony railings on common property;
- (18)** Have chimes on the balcony, or fire pits of any kind;
- (19)** Use balconies as storage space for bicycle or bicycle parts;
- (20)** Allow the suite entrance door to become unclean. Residents are responsible for cleaning the exterior of their suite door;

User Fees

- 37.** The strata corporation may impose user fees for the use of the common property or common assets by owners, tenants or occupants. A fee schedule can be referenced in the Strata Rules.