

SCHEDULE OF BYLAWS

December 06, 2001

The Owners Strata Plan 1177

CULTRA COURT

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**CULTRA COURT
Strata Plan VIS 1177
SCHEDULE OF BYLAWS**

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

1.1. Payment of strata fees, leased parking fees & fines

- 1.1.1 Fees are assessed and payable monthly. An owner must pay strata fees and leased parking fees, as applicable, on or before the first day of the month to which each fee relates. Payment of any fine will be in accordance with the terms and conditions set out in Division 4.
- 1.1.2 Any owner who rents and, thereby, temporarily becomes a landlord under "Rental Restrictions", "Division 8", herein, will maintain the obligation and responsibility for payment of the above fees or other applicable fees or fines detailed elsewhere under these bylaws.
- 1.1.3 Twelve (12) postdated cheques or auto debit authorization are required to be delivered to the strata management office no later than 30 days after the fiscal budget has been approved for the amount due for the strata fees or (if applicable) the strata fees and leased parking fees, combined, for each strata lot. The cheques are to be made payable to: The Owners, Strata Plan 1177 and dated for the 1st of every month.
- 1.1.4 The Strata Council may levy a service fee of \$25.00 plus bank charges for each N.S.F. cheque or refused Automatic Debit received from any owner.
- 1.1.5 Owners or landlords (see 1.2.2.) late in paying any of the above fees, or failing to pay any fine imposed under the provision of "Division 4" herein, must pay to the strata corporation 10% per annum on any late payment, compounded annually and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- 1.1.6 In the case of leased parking fees, 3 months in arrears will automatically result in loss of the space assigned and leased to that owner.
- 1.1.7 Owners who are in arrears may not vote at Annual General Meetings, Special General Meetings or Council Meetings.

1.2. Inform strata corporation

- 1.2.1. Within 2 weeks of becoming an owner, the new owner must inform the strata council of the owner's name, strata lot number, telephone number and mailing address outside the strata plan, if any.
- 1.2.2. On request by the strata council, a tenant must inform the strata council of their name and telephone number.
- 1.2.3. Before a landlord rents all or part of a residential strata lot, the landlord must give the prospective tenant:
 - (a) the current bylaws and rules, and
 - (b) a Notice of Tenant's Responsibilities in the prescribed form (FORM K).
- 1.2.4. Within 2 weeks of renting all or part of a residential strata lot, the landlord must give the strata council a copy of the notice (FORM K) signed by the tenant.
- 1.2.5. An owner, tenant or occupant must notify the strata council, in writing, of the expected time away and forwarding addresses or points of contact prior to leaving on extended travel or a vacation of one month or more.

1.3. Repair and maintenance of property by owner

- 1.3.1. 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.
- 1.3.2. 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.

1.4. Use of property, utility rooms & property damage

- 1.4.1. An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes damage, other than normal and reasonable wear and tear,
 - (b) causes a nuisance, a disturbance arising from odour, sanitation, sights, sounds noises, or that in any way presents a fire or safety hazard as detailed elsewhere in these bylaws,
 - (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,
 - (f) causes excessive water consumption, waste or exceeds any watering restrictions imposed from time to time by the municipality,
 - (g) obstructs the use of sidewalks, walkways, passages and driveways or the common property for any purpose other than ingress or egress from the strata lots or parking areas within the complex,
 - (h) allows the use of the strata lot for commercial, professional or other business activities.
- 1.4.2. The common property and common assets include six "Utility Rooms" strategically located and designed to form a part of the building structures. They house utility master controls and "off/on" switches for hydro, telephone, sprinklers and media cable service to all strata units. Owners must know the "room" with the controls for their unit and how to use the hydro switches. For convenient access, a single master key opens all "rooms". Each owner must ensure they possess a master key. The strata council acts as key custodian. Owners must return their master key if they sell or vacate their strata unit. Each utility company manages its own access with their key lock box at the "room" attached to unit # 3. For security all "rooms" are to be kept locked and are "off-limits" as storage areas at all times.
- 1.4.3. No signs, notices, billboards, placards, or other advertising matter, other than that specifically authorized by the strata council, shall be placed or displayed on any part of a strata lot, limited common property or the common property so as to be visible from any part of the common property.
- 1.4.4. Where damage exceeds normal wear and tear to the common property, common asset or those parts of a strata lot for which the strata corporation has responsibility, the strata corporation must not only repair and maintain under these bylaws, but also insure under section 149 of the "Act"; and where such damage is alleged to result from owner, tenant, occupant or visitor causes, the Strata Council will have final decision within a process of dispute mediation and resolution over liability for costs of repairs. The Strata Council, in such instances where the owner is found liable, will initiate repairs and bill that owner of the said strata lot. Payment is due the first day of the month following the date the invoice is dated and sent to the owner.
- 1.4.5. An owner shall not permit a person under the age of fourteen (14) years to reside in his or her strata lot.

1.5. Fire & insurance

- 1.5.1. Owners, tenants, occupants or visitors must not do anything that will increase the risk of fire or the rate of insurance on the common buildings or assets or any part thereof. This means:
- a) no modification (temporary or permanent) to the existing electrical/mechanical design of a strata lot that fails to conform to current building codes.
 - b) complying with the specific fire and safe storage regulations of the municipality covering hazardous and combustible materials such as and including fuels, (propane or liquid), paints, solvents, oily rags, corrosive substances, toxic chemicals, etc.
 - c) confining the use of a BBQ, hibachi, propane or similar devices to ground level cement patios or grassed areas.
 - d) no modification to existing fireplaces regarding inserts or changes to propane or natural gas devices or supply lines without prior written approval of the strata council.
- 1.5.2. Electrical or gas installations or modifications must be performed and /or approved by a licensed technician.
- 1.5.3. Owners are responsible for obtaining and maintaining strata owner's insurance on their contents and third party liability insurance for their individual strata lots. Owners shall also ensure that tenants carry adequate insurance.
- 1.5.4. Owner's insurance shall provide coverage for any improvements or alterations that have been made to their strata lot.

1.6. Vehicles

- 1.6.1. No owner, tenant or occupant shall keep on their strata lot or the common property any motor vehicle deemed by the strata council to be a derelict vehicle. The strata council may, after reasonable notice have the offending vehicle removed from the strata lot or the common property and charge the owner for all expenses incurred.
- 1.6.2. Recreational vehicles, boats, trailers, campers, motor homes or unlicensed vehicles which cannot be stored in the owner's garage must not be stored on the strata common property or limited common property.
- 1.6.3. No major repairs to vehicles are permitted on any strata property, except in an emergency.
- 1.6.4. An owner, tenant or occupant must, at their expense, promptly clean up any oil or substance spills on the common property, limited common property or owner's strata lot.
- 1.6.5. The maximum allowed speed is posted and is 15 kms (9 miles) per hour within the strata complex.
- 1.6.6. No owner, tenant or occupant shall allow or permit to be kept on their strata lot or on the common property any vehicle exceeding the equivalent size of a three-quarter ton truck or any vehicle in excess of 20 feet in length.

1.7. Parking

- 1.7.1. Designation of spaces to be "Visitor" or "Reserved", the setting of monthly fees and leasing of parking spaces is under the control of the strata council. "Reserved" spaces will be allocated and leased to owners upon written application and will be based on availability and in order of written request. A minimum of three spaces shall be designated "visitor".

- 1.7.2. Except where space within their own garage apron permits it, an owner, tenant or visitor shall not utilize parking on the common property or on any limited common property, except in the space, if there is one, which has been specifically assigned and leased to their strata lot, or in "visitor" space.
- 1.7.3. Parking is prohibited along the rock wall and curb bordering the "center court" common area so that free access to the emergency vehicles is assured. No vehicle may park so as to restrict access to another owner's driveway or garage apron without that owner's permission.
- 1.7.4. Parking in "visitor" spaces shall not exceed 3 days without receiving strata council permission.
- 1.7.5. Assigned leased parking spaces cannot be sublet.
- 1.7.6. An owner, tenant, occupant or visitor must not park an unlicensed or uninsured vehicle in any parking space or on the common property. The minimum coverage required is the "I.C.B.C." storage insurance.

1.8. Noise

- 1.8.1. All residents will have the right to "quiet enjoyment" between 11:00pm and 8:00am. During this time period an owner, tenant, occupant or visitor must not use a strata lot, limited common property or common property in a way that causes:
 - a) loud meetings or parties,
 - b) loud talking on patios, decks or balconies,
 - c) loud banging of doors,
 - d) noise from vacuuming, laundry/dish washer or dryer, power and yard tools, garage work places,
 - e) disturbing volume sound levels from any audio devices,
 - f) persistent or disturbing sounds and noises from any pets.
- 1.8.2. Regardless of the hour of the day, a resident or visitor must not allow, cause or produce undue traffic noise, other noises or sounds, smells or vibrations in or about any strata lot or common property, nor do anything which will interfere with any other owner, tenant, occupant or visitor.

1.9. Pets

- 1.9.1. A new owner, tenant or occupant may have certain pets on their strata lot by respecting the following:
 - a) One small dog (under 20 pounds) and/or up to 2 house cats: only after prior written request to, and written approval from the Strata Council.
 - b) All dogs and cats so approved must be neutered or spayed upon their arrival and a copy of certificate of same must be filed with the Strata Council.
 - c) A reasonable number of fish or other aquarium creatures.
 - d) A reasonable number of caged birds.
- 1.9.2. An owner, tenant or occupant who keeps pets in a strata unit, either permanently or temporarily, shall register the pets with the Strata Council by providing a written notice to the Council, signed by the owner, tenant or occupant which sets out the names, breeds, colours and license number of the pets (for those required to be licensed) in their possession.
- 1.9.3. All animals (visitor or resident) must be kept appropriately leashed or otherwise secured by their owner and have a tag fixed to their collar showing owner identification when on any common property.
- 1.9.4. No pet owner shall permit their pet to urinate or defecate on the common property balcony, deck or patio. Should the animal do so, the owner or pet custodian at the time must immediately remove all the pet's waste and dilute any urinated site with water.

- 1.9.5. Owners must also manage their bird, cat, dog or other animal behaviours so as to conform to the limits and conditions within bylaw 1.4.1 "Use of Property" and all of bylaw 1.8 "Noise". An owner allowing their pets to violate these provisions, after a reasonable time of warning, will be issued written notice by the Strata Council to remove the offending pet within 30 days of notice.
- 1.9.6. No owner, tenant or occupant shall feed large birds such as gulls, peafowls and pigeons, nor animals such as squirrels, raccoons or rats from anywhere on the Cultra Court property.

1.10. Building exteriors, patios, decks, balconies & window coverings

1.10.1. An owner tenant, occupant or visitor must not:

- a) place window coverings on windows of their strata lot unless the outer liners, drapes and/or venetian blinds are white, cream, beige or neutral colours in order to maintain uniform exterior decor;
- b) use or install in or about a strata lot any shades, awnings, window or balcony guards, screens, ventilators, supplementary heating or air conditioning devices, except those installations having prior written approval of the strata council;
- c) erect or fasten to the strata lot, the common property or any limited common property any television or radio antenna or satellite dish or similar device or appurtenance thereto; except those installations receiving prior written approval by the strata council;
- d) place any indoor-outdoor carpeting on any balcony or deck or place any items on any deck, patio or balcony except for free-standing plant containers, summer furniture and accessories;
- e) hang or display any laundry, washing, clothing, bedding or other articles from windows, decks, balconies or other parts of the building so that they are visible from the outside of the building;
- f) shake any brooms, mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the deck or balcony of a strata lot such as cans, bottles, caps, cigarette butts and cigarette ashes;

1.11. Gardens and grounds

- 1.11.1. Care of the common landscaped gardens and grounds property at Cultra Court is under control of the strata council. It is contracted for, re-negotiated and renewed annually under a written, signed agreement known as the "Cultra Court Lawn and Gardening Maintenance Agreement". Change of any "contractor" must be conducted by a "call-for-bids" process managed by the strata council.
- 1.11.2. Any owner, occupant or tenant may elect to garden/caretake a portion of an existing border or garden bed, as a personal choice, so long as they always keep the strata council informed.
- 1.11.3. Owners, occupants, tenants or visitors:
- a) must not permit anything to be done that may cause damage to plantings, shrubs or trees,
 - b) must not remove, move, trim or alter any planting, shrub or tree growing on the common property without collaboration with the gardeners and the strata council.

1.12. Garbage & recycling

- 1.12.1. Garbage and recyclables are to be placed outside for pickup only on the designated collection day. The containers are to be removed from view the same day as pickup.

1.13. Obtain approval before altering a strata lot

- 1.13.1. "Cultra Court" strata corporation, as a matter of principle, will always act to preserve the original 1982 designed style, appearance and ambiance of Cutra Court. Accordingly, owners, occupants and tenants need to be mindful that the strata council will only support alterations which, in their opinion, do not alter the external building appearance, style and ambience of a strata lot and the complex as a whole.
- 1.13.2. An owner, tenant or occupant must not do any act, nor alter any strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.
- 1.13.3. An owner must obtain the written approval of the strata council 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, balconies, decks, patios, or other things attached to the exterior of a building;
 - (d) *doors, windows or skylights* (including casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property;
 - (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.
- 1.13.4. The strata corporation must not unreasonably withhold its approval under subsection 1.13.2., but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (a) Any owner wishing to make any modifications or improvement shall immediately apply in writing to the strata council for permission to do so and shall include with such application copies of any plans and specifications for the proposed modification or improvement and the estimated cost thereof. Upon receipt of the same, the strata council shall forthwith notify the Corporation of the Local Municipality of the desire of the individual owner to make such modifications or improvement which requires an amendment to the development permit, the consent of the Municipal Council and the consent of a general meeting of the owners.
 - (b) In cases where the approving officer of the Corporation of the Local Municipality advises the strata council in writing that the modification or improvement is of a minor nature and consequently does not require the formal consent of the Municipal Council, then in such cases the strata council is hereby specifically authorized to approve or disapprove such modification or improvement on behalf of the strata corporation on such terms and conditions as it considers reasonable in the circumstances.
 - (c) In all cases where the approving officer for the Corporation of the Local Municipality advises the strata council that the proposed modification or improvement would require the consent of the Municipal Council, and/or an

amendment to the development permit, then the same shall be referred to the next annual general meeting of the owners for approval and consideration by way of a special resolution.

- (d) An owner undertaking an approved modification or improvement shall also be required to enter into an agreement with the strata corporation specifying the permitted construction and the use thereof and indemnifying the strata corporation from any loss, damage, improvement as aforesaid. Such agreement shall be in a form approved by the solicitors for the strata corporation. Any costs associated with the preparation and registration (if required) of such agreement shall be borne by the owner applying for permission.
- (e) In addition, and for the purposes of certainty, it is acknowledged and agreed that as of the date of these bylaws the owners of the strata lots who have ever entered into indemnity agreements with the strata corporation shall be responsible for any and all costs, damages, repairs, additional maintenance or otherwise which may occur as a result of such installation. It is the intent and the purpose of this bylaw that such liability shall annex to the owners referred to herein and to any subsequent owner of each strata lot notwithstanding that such subsequent owner is not a signatory to such indemnity agreement.

1.14. Obtain approval before altering common property

- 1.14.1. 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.
- 1.14.2. The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration. In addition, subsections a, b, c d, e, of section 1.13.3. apply to section 1.14.1. and 1.14.2.

1.15. Permit entry to strata lot

- 1.15.1. An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act; and
 - (c) at a reasonable time, on 48 hours' written notice, to ensure compliance with the Act and these bylaws.
- 1.15.2. The notice referred to in subsection 1.15.1.(b) must include the date and approximate time of entry, and the reason for entry.

1.16. Primacy of "bylaws" over "rules"

- 1.16.1. The strata council, from time to time on behalf of the strata corporation, may enact such rules as they, acting reasonably in the interests of Cultra Court good governance, might deem necessary or desirable, provided that in the event of any conflict between these bylaws and any such "rules", the provisions of these bylaws shall prevail.

Division 2- Powers and Duties of Strata Corporation

2.1. Repair and maintenance of property by strata corporation

2.1.1. 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, balconies, decks, patios and other things attached to the exterior of a building;
 - (D) window casings, sills and frames of doors, windows and skylights, excluding failed thermal sealed glass window units, on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies, decks and yards.
- d) a strata lot in a strata plan that is not bare land strata plan, but the duty to repair and maintain it is restricted to:
 - (A) the structure of a building
 - (B) the exterior of a building,
 - (C) chimneys, balconies, decks and patios and other things attached to the exterior of a building
 - (D) window casings, sills and frames of doors, windows and skylights, excluding failed thermal sealed glass window units, on the exterior of a building or that front on the common property, and
 - (E) fences, railings and similar structures that enclose patios, balconies, decks and yards.

Division 3 - Council

3.1. Council size

- 3.1.1. Subject to subsection (2), the council must have at least 3 and not more than 5 members.
- 3.1.2. As permitted in section 28(2) of the Act, a person other than an owner, an individual representing a corporate owner and a tenant may be a member of the council provided such person falls within one of the following classes of persons:
 - (a) a spouse, including a common law spouse, of an owner; and
 - (b) a professional advisor of an owner.

3.2. Council member's terms

- 3.2.1. The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 3.2.2. A person whose term as council member is ending is eligible for reelection.

3.3. Removing council member

- 3.3.1. Unless all the owners are on the council, the strata corporation may, by resolution passed by majority vote at an annual or special general meeting, remove one or more council members.
- 3.3.2. After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- 3.3.3. An owner, owner's representative or tenant is prohibited from standing or continuing to stand on council if the strata corporation is entitled to register a lien against that person's strata lot under the Act.

3.4. Replacing council member

- 3.4.1. 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.
- 3.4.2. A replacement council member may be appointed from any person eligible to sit on the council.
- 3.4.3. 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.
- 3.4.4. 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.

3.5. Officers

- 3.5.1. 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.
- 3.5.2. A person may hold more than one office at a time, other than the office of president and vice president.
- 3.5.3. 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.
- 3.5.4. 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.

3.6. Calling council meetings

- 3.6.1. 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.
- 3.6.2. The notice does not have to be in writing.
- 3.6.3. A council meeting may be held on less than one week's notice if

- (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- 3.6.4. The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

3.7. Requisition of council hearing

- 3.7.1. By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 3.7.2. If a hearing is requested under subsection 3.11.1., the council must hold a meeting to hear the applicant within one month of the request.
- 3.7.3. 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.

3.8. Quorum of council

- 3.8.1. 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, and
 - (c) 3, if the council consists of 5 or 6 members.
- 3.8.2. Council members must be present in person at the council meeting to be counted in establishing a quorum.

3.9. Council meetings

- 3.9.1. At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other and the council member wishing to communicate by electronic means sets up the system for the council prior to the meeting.
- 3.9.2. If a council meeting is held by electronic means, council members are deemed to be present in person.
- 3.9.3. Owners may attend council meeting as observers.
- 3.9.4. Despite subsection 3.9.3., 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.

3.10. Voting at council meetings

- 3.10.1. At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 3.10.2. If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 3.10.3. The results of all votes at a council meeting must be recorded in the council meeting minutes.

3.11. Council to inform owners of minutes

- 3.11.1. The council must make available to the owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.
- 3.11.2. In camera minutes are excluded from compliance with 3.11.1.

3.12. Delegation of council's powers and duties

- 3.12.1. Subject to subsections 3.12.2. to 3.12.4., 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.
- 3.12.2. 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 3.12.3.
- 3.12.3. 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,
- 3.12.4. 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.

3.13. Spending restrictions

- 3.13.1. 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.
- 3.13.2. Despite subsection 3.13.1., the council may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- 3.13.3. The strata corporation may purchase, lease or otherwise acquire personal property for the use of benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a 3/4 vote at an annual general meeting or special general meeting if the personal property has a market value of more than \$1000.00.
- 3.13.4. The strata council is specifically authorized to make expenditures not in excess of one thousand five hundred dollars (\$1500.00) which have not been provided for in the budget, in its sole discretion, or
- 3.13.5. Subject to subsection 3.13.7., if a proposed expenditure has not been approved in the budget or at an annual general or special general meeting, the strata corporation may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this subsection (3.13.4.) in the same fiscal year, is less than \$3000.00.

- 3.13.6. If the strata corporation makes an expenditure under subsection 3.13.4., the strata corporation must inform owners as soon as feasible about any expenditure of more than \$500.00 on any single item.
- 3.13.7. Notwithstanding subsection 3.13.4., the strata corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

3.14. Limitation on liability of council member

- 3.14.1. 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.
- 3.14.2. Subsection 3.14.1. 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

4.1. Procedure for bylaw enforcement

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

4.2. Maximum fine

- 4.2.1. The strata corporation may fine an owner or tenant a maximum of

- (a) \$200 for each contravention of a bylaw, and
- (b) \$50 for each contravention of a rule.
- (c) \$500 in contravention of a rental restriction bylaw.

Fines for infringement of bylaws will progress from \$50.00 for the first offence to \$100.00 for the second offence and each offence thereafter is \$200.00.

- 4.2.2. Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against the owner or tenant.
- 4.2.3. Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw

will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

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

4.3. Continuing contravention

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

4.4. Small claims actions

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

Division 5 - Annual and Special General Meetings

5.1. Person to chair meeting

- 5.1.1. Annual and special general meetings must be chaired by the president of the council.
- 5.1.2. If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 5.1.3. If the president and the vice president of the council are unwilling or unable to act, the strata council may nominate a person in advance who is appropriately qualified to chair a general meeting.
- 5.1.4. If neither the president nor the vice president of the council chairs the meeting, nor has a presiding chair been nominated as provided for in bylaw 5.1.3, 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.

5.2. Quorum for adjourned meeting

- 5.2.1. Notwithstanding section 48 (3) of the Act, if within 1/2 hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting will stand adjourned for a further 1/2 hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

5.3. Participation by other than eligible voters

- 5.3.1. Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 5.3.2. 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.

- 5.3.3. Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

5.4. Voting

- 5.4.1. At an annual or special general meeting, voting cards must be issued to eligible voters.
- 5.4.2. 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.
- 5.4.3. 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.
- 5.4.4. 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
- 5.4.5. 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.
- 5.4.6. Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by a majority vote.
- 5.4.7. An owners vote may not be exercised (except where an unanimous vote is required) if the strata corporation is entitled to register a lien against the strata lot.

5.5. Order of business

- 5.5.1. 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.

5.6. Special general meeting called by voters

- 5.6.1. Persons holding at least 25% of the strata corporation's votes may, by written demand, require that the strata corporation hold a special general meeting to consider a resolution or other matter specified in the demand.
- 5.6.2. The demand must be signed by each of the persons making it.
- 5.6.3. Subject to section 44, the strata corporation must hold the special general meeting within 4 weeks after the demand is given to the strata corporation.

- 5.6.4. The president of the council may call the special general meeting without holding a council meeting.
- 5.6.5. At the special general meeting, the resolution or any other matter specified in the demand is the first item on the agenda and must be dealt with before consideration of any other matter about which notice has been given.
- 5.6.6. If a special general meeting is not held within the time period set out in subsection 5.6.3., the persons making the demand may themselves hold a special general meeting by complying with the provisions of this Act, the regulations and the bylaws respecting the calling and holding of special general meetings.

Division 6 - Voluntary Dispute Resolution

6.1. Voluntary dispute resolution

- 6.1.1. 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.
- 6.1.2. 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,
- 6.1.3. The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7- Selling a Strata Lot

7.1. When selling a strata lot

- 7.1.1. An owner must notify the strata council immediately when selling a strata lot and if an agent is acting on behalf of the owner, provide the name of the agent or realtor.
- 7.1.2. An owner of a strata lot, when selling their strata lot, will not permit "For Sale" signs to be placed on or about the common property except the "For Sale" sign to be located outside the entrance to the complex.
- 7.1.3. The sign is to be of the standardized size and colour scheme as designated by the strata council and may be purchased at the unit owner's expense from a signage company assigned by the strata council.
- 7.1.4. No lock boxes shall be placed on any strata lot except those approved by the strata council.

Division 8 – Rental Restrictions

8.1. Rental restrictions

- 8.1.1. Pursuant to section 141 (2) (a) of the Act, the strata corporation limits the rental and lease of residential strata lots to one strata lot.

- 8.1.2. Under this bylaw rent or lease includes:
- (a) any agreement to provide room and board for the purpose of shared common expense to one or more persons who is not a member of the owner's family;
 - (b) any agreement to lease with the option to purchase, or conveyance with agreement to re-convey, the substance and effect whereof is to provide for the occupancy of a strata lot and which is intended to circumvent any restrictions on rentals as herein contained;
 - (c) any assignment of any existing lease or tenancy agreement or subletting under an existing agreement.
- 8.1.3. The restrictions set out in this bylaw shall be enforced and administered by the strata council.
- 8.1.4. An owner wishing to lease or rent their strata lot shall apply in writing to the strata council. On receipt of an application, the strata council will then advise the applicant whether a rental privilege is available. The owner must make an application to the strata council each time the strata lot is to be leased and/or rented to another tenant.
- 8.1.5. Owners of a leased or rented strata lot shall be solely responsible for all costs associated with any action undertaken by the strata council to enforce the provisions hereof, including without restricting the generality of the foregoing, all legal costs to a solicitor.
- 8.1.6. The owner of a strata lot hereby nominates the strata council as their attorney in fact for the purpose of giving notice to any lessee or tenant occupying any strata lot in contravention hereof as per the Residential Tenancy Act.
- 8.1.7. An owner may only rent or lease his/her strata lot with exception to 8.1.1. for the purposes of a bona fide vacation once in each calendar year for a period of not in excess of six (6) months provided that the aforesaid strata lot is rented fully furnished and that such rental is for the purpose of a bona fide vacation.
- 8.1.8. Pursuant to section 142 of the Act, rental to a family member as defined as a father, mother, son or daughter, does not constitute a rental or lease under this bylaw.
- 8.1.9. Pursuant to section 144 of the Act, an owner may apply to the strata council for an exemption from bylaw 8.1.1. on the ground that the bylaw causes hardship to the owner.
- 8.1.10. The terms and conditions of bylaw 4.1. – Maximum fine forming part of these bylaws shall specifically apply hereto, provided always that a fine of not less than Five Hundred (\$500.00) shall be the maximum amount assessable for a breach of this bylaw.

Division 9 - General

- 9.1.1. An owner, tenant, occupant or visitor shall not:
- (a) Interfere with the work of or reprimand or give direction to any employee of the strata corporation or any independent contractor employed by the strata corporation. Any complaints concerning the conduct of employees or contractors employed by the strata corporation are to be given in writing to the strata council.
- 9.1.2. An owner, tenant, occupant or visitor shall:
- (a) be solely responsible for the actions of their guests and visitors and in particular be responsible for supervising children in or about the common property.

Division 10 Severability

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

December 06, 2001.

APPENDIX

DEFINITIONS:

- "Act"** means the Strata Property Act as brought into force as legislation on July 1, 2000 in the Province of British Columbia;
- "balcony"** means a second level outdoor railed flooring area built into the rear of strata lots #1, #3, #8, and #24.
- "common asset"** means
- (a) personal property held by or on behalf of a strata corporation, and
 - (b) land held in the name of or on behalf of a strata corporation, that is
 - (i) not shown on the strata plan, or
 - (ii) shown as a strata lot on the strata plan;
- "common expenses"** means expenses
- (a) relating to the common property and common assets of the strata corporation, or
 - (b) required to meet any other purpose or obligation of the strata corporation;
- "common property"** means
- (a) that part of the land and buildings shown on a strata plan that is not part of a strata lot, and
 - (b) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located
 - (i) within a floor, wall or ceiling that forms a boundary
 - (A) between a strata lot and another strata lot,
 - (B) between a strata lot and the common property, or
 - (C) between a strata lot or common property and another parcel of land, or
 - (ii) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property;
- "complex"** means the lands and buildings on the strata plan;
- "contingency reserve fund"** means a fund for common expenses that usually occur less often than once a year or that do not usually occur, as set out in section 92(b) of the Act;
- "deck"** means a second level outdoor area build over the garage on strata lots #12, #13, #14, #15, #16, #17, and #18.
- "derelict"** means neglected, unused, deteriorating or falling into disrepair.
- "eligible voters"** means persons who may vote under sections 53 to 58 of the Act;
- "garage apron"** means the main level aggregate concrete area in front of the garage doors of all strata lots and having been designated limited common property on the strata plan.
- "landlord"** means an owner who rents a strata lot to a tenant and a tenant who rents a strata lot to a subtenant.
- "limited common property"** means common property designated for the exclusive use of the owners of one or more strata lots;
- "majority vote"** means a vote in favour of a resolution by more than 1/2 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;
- "manager"** means the person appointed by the property management company contracted by the strata council.
- "occupant"** means a person, other than an owner or tenant, who occupies a strata lot;

"operating fund" means a fund for common expenses that usually occur either once a year or more often than once a year, as set out in section 92(a) of the Act;

"owner" means a person, including an owner developer, who is

- (a) a person shown in the register of a land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the person's own right or in a representative capacity, or
- (b) a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale, or
- (c) a registered life estate, in which case it means the tenant for life;

"patio" means the main level aggregate concrete area at the rear of all strata lots and having been designated limited common property on the strata plan.

"regulations" means regulations made by the Lieutenant Governor in Council under section 292 of the Act;

"residential strata lot" means a strata lot designed or intended to be used primarily as a residence;

"rule" means a rule of a strata corporation made under section 125 or 197 of the Act;

"strata corporation" means a strata corporation established under section 2 of the Strata Property Act;

"strata council" means the elected representatives of the strata corporation who function as a board of directors;

"strata lot" means a lot shown on a strata plan;

"tenant" means a person who rents all or part of a strata lot, and includes a subtenant but does not include a leasehold tenant in a leasehold strata plan as defined in section 199 of the Act or a tenant for life under a registered life estate;

"3/4 vote" means a vote in favour of a resolution by at least 3/4 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;

"unanimous vote" means a vote in favour of a resolution by all the votes of all the eligible voters;

"unit entitlement" of a strata lot means the number indicated in the Schedule of Unit Entitlement established under section 246 of the Act, that is used in calculations to determine the strata lot's share of

- (a) the common property and common assets, and
- (b) the common expenses and liabilities of the strata corporation.

"utility room" means any one of six structures that are located and designed to form part of the building structure attached to strata lots #3, #7, #8, #15, #16, and #24. These utility rooms house the power mains for hydro, telephone and TV cable services for individual strata lots. The irrigation system control boxes for the in-ground sprinklers are located in utility rooms attached to strata lots #3 and #16.

"visitor" means a person or persons entering the common property or the owner's premises including those persons who enter onto the premises for a purpose in which the occupier of the strata lot has an economic interest, and those persons who come onto the premises with the express or implied permission of the occupier for a purpose in which the occupier has no economic interest.

DECEMBER 06, 2001.