WEDGEWOOD ESTATES

STRATA PLAN - NW 1220

BYLAWS

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INDEX

DIVISION 1 - DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS		**2**
1.	Payment of Strata Fees	2
2.	Repair and Maintenance of Property by Owners	2
3.	Use of Property	2
4.	Inform Strata Corporation	4
5.	Obtain Approval Before Altering a Strata Lot	5
6.	Obtain Approval Before Altering Common Property	5
7.	Insurance	6
8.	Permit Entry to Strata Lot	6
DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION		**7**
9.	Maintenance and Repair	7
DIVISION 3 – COUNCIL		**8**
10.	Council Size	8
11.	Council Members' Terms	8
12.	Removing Council Member	8
13	Replacing Council Member	9
14.	Officers	9
15.	Calling Council Meetings	9
16.	Requisition of Council Hearing	9
17.	Quorum of Council	10
18.	Council Meetings	10
19.	Voting at Council Meetings	10
20.	Council to Inform Owners of Minutes	10
21.	Delegation of Council's Powers and Duties	10
22.	Spending Restrictions	11
23.	Limitation on Liability of Council Member	11
DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES		**11**
24.	Maximum Fine	11
25.	Continuing Contravention	12
DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS		**12**
26.	Person to Chair Annual or Special General Meeting	12
27.	Participation by Other than Eligible Voters	12
28.	Voting	12
29.	Order of Business	13
DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION		**14**
30.	Disputes Among Owners and Tenants	14
DIVISION 7 – MISCELLANEOUS BYLAWS		**14**
31.	Automobiles and Parking	14
32.	Use of Recreation Facilities	14
33.	For Sale Signs	15
34.	Rental Procedures	15
35.	Moves Into or Out of a Strata Lot	15
36.	Number of Residents in a Strata Lot	15
37.	Garbage Disposal	16
38.	Storage of Personal Property	16
39.	Legal Action	16
40.	Satellite System	16
41.	General	16

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

1. Payment of Strata Fees

(1) An Owner must pay Strata Fees on or before the first day of the month to which the Strata Fees relate.

(2) If an Owner does not pay the Strata Fees by the first day of the month, the Owner must pay a late payment charge of 10% per annum, compounded annually and calculated monthly from the due date until the last day of the month in which it is paid.

(3) Strata Fees not received by the 15th of the month in question will also be subject to a written warning and if not received by the 15th of the following month, will be subject to a $25 penalty.
[May 26, 2003]

2. Repair and Maintenance of Property by Owners

(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. Use of Property

(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 or occupant must not:

(a) allow or keep a lit or hot barbecue, hibachi or other cooking device less than 3' away from the exterior vinyl siding of the strata lot.

(b) keep any type of vehicle, motorcycle, scooter or any other such item which uses a gas or oil driven engine inside the strata lot, that would increase risk of fire hazard or the rate of insurance on the building.

(c) create or allow to be created any undue noise that causes a disturbance or interferes with the comfort of any other Owner, tenant or occupant in or about the strata lot or common property between the hours of 11:00 p.m. and 8:00 a.m.

(d) obstruct or use the driveways, walkways, sidewalks or passages of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property.

(e) allow anything to be hung from or attached to the exterior of the strata lot without the prior written consent of the Strata Council.

(f) allow any exterior Christmas lighting or any other lighting to be affixed to the exterior of the strata lot in any way that will damage the exterior vinyl siding, nor will he or she allow any lighting to be strung on the rooftops and must remove any Christmas lighting no later than January 31st of each year. In consideration of traditional/festival holidays Council may approve extensions to this deadline. Any exceptions must be approved in writing through Council. [Dec. 13, 2006]

(g) allow any oil spills or any other fluids that may escape from motor vehicles to remain on common property or any limited common property.

(h) affix in any manner to the strata lot, common property or limited common property, any radio or television antenna, satellite dish or any other structure or appurtenance, without the prior written approval of the Strata Council

(i) erect or display any signs, fences, billboards, placards, advertising or notices of any kind on the common property or limited common property without the prior written approval of the Strata Council.

(j) hang or display any laundry, washing, clothing, bedding or other articles from windows, patios or other parts of the building so that they are visible from outside of the building. [May 26, 2003]

(k) feed any animals from a strata lot, common property or limited common property, including but not limited to squirrels, birds, rodents, raccoons or any other animal, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these Bylaws, which pet shall be fed only in a strata lot.

(l) contravene any municipal Bylaw which may restrict the use of water during specific times and dates, for other than domestic use inside the strata lot.

(m) ride any motorized device (i.e. dirt bikes, ATVs), except for mechanical devices used by disabled persons, on common or limited common property, including sidewalks, pathways, etc. [Dec. 1, 2005]

(4) An Owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these Bylaws or insure under Section 149 of the Act.

(5) An Owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset and that any animal waste is cleaned up.

(6) An Owner, tenant or occupant must not keep pets of any kind in a strata lot other than one or more of the following, with the prior written approval of the Strata Council:

(a) a reasonable number of fish or other small aquarium animals;
(b) a reasonable number of small caged mammals;
(c) up to 2 small caged birds;
(d) one dog and/or one cat; two dogs or two cats to a total of 2 animals.

(Amended: AGM January 31, 2012)

(7) Visitors of the Owner of the strata lot are to be informed of the Bylaws concerning pets and strata lot Owners shall be responsible for the enforcement of these Bylaws.

(8) Any Owner who maintains a pet in a strata lot in contravention of these Bylaws may be fined by the Strata Corporation and if the pet is not removed upon receipt of written notice from the Strata Corporation will be liable for all costs incurred by the Strata Corporation in effecting removal.

(9) An Owner, tenant or occupant that keeps a pet must comply with these Bylaws and any Rules enacted by the Strata Council on behalf of the Strata Corporation pursuant to Bylaw 3 with respect to the keeping of pets. The height at the shoulder of any pet will not exceed 24 inches when fully grown or weigh no more than 35 lbs. full grown. [May 26, 2003]

(10) An Owner, tenant or occupant who keeps a pet in a strata lot either permanently or temporarily, shall register that pet with the Strata Council by providing to the Strata Council a written notice signed by the Owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the Owner of the pet and the license number of the pet (when the pet is required to be licensed). [May 26, 2003]

(11) An Owner of a dog or cat shall attach a collar to the pet with a tag, identifying the Owner. [May 26, 2003]

(12) An Owner of a pet shall not permit the pet to urinate or defecate on the common property and if any pet does urinate or defecate on the common property, the Owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means. [May 26, 2003]

(13) An Owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these Bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these Bylaws. [May 26, 2003]

(14) No Owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object or permit its pet to disturb any other Owner, tenant or occupant with uncontrolled barking or howling. [May 26, 2003]

(15) The Strata Council may, from time to time, on behalf of the Strata Corporation, enact such Rules with respect to the keeping of pets as the Strata Council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these Bylaws and any such Rule, the provisions of these Bylaws will prevail. [May 26, 2003]

(16) If any Owner, tenant or occupant violates any provision of these Bylaws, on a continuing basis without correction, or if the Strata Council on reasonable grounds considers a pet to be a nuisance, the Strata Council may, by written notice to such owner, tenant or occupant, cause such owner, tenant or occupant to have the pet removed from the strata lot within 30 days of receiving such notice. [May 26, 2003]

(17) There shall be no aggressive dog breeds allowed on the property (ie pit bulls, Rottweillers, etc.). [May 26, 2003]

(18) Any damage to the common property, including the grounds, will be repaired and the applicable costs will be assessed to the pet Owner's strata lot account. [May 26, 2003]

(19) All dogs and/or pets shall be leashed or carried on all common property. The leash shall be no longer than six (6) feet. [May 26, 2003]

(20) No exotic pets (eg. snakes, lizards, etc.) [May 26, 2003]

4. Inform Strata Corporation

(1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, strata lot number and mailing address outside the Strata Plan, if any.

(2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.

5. Obtain Approval Before Altering a Strata Lot

(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.

(2) A strata lot Owner may install brass house numbers, brass mailbox, brass door knob and lock and brass light fixture to the exterior of a strata lot, after receipt of prior written approval from the Strata Council. Such alterations will be at the expense of the strata lot Owner and are to be carried out by a qualified electrician in the case of lighting and by a qualified vinyl siding contractor who will install backer board beneath the vinyl siding prior to installation of any of the above. Any future maintenance of these improvements will be the responsibility of the strata lot Owner.

(3) A strata lot Owner may install a screen door to the exterior of the strata lot, on the condition that it be a colour approved by the Strata Council, after receipt of prior written approval from the Strata Council. Such alterations will be at the expense of the strata lot Owner and any future maintenance of these improvements will be the responsibility of the strata lot Owner.

(4) A strata lot Owner may replace existing windows to the strata lot, after receipt of prior written approval from the Strata Council, on the condition that the window frames be a colour approved by the Strata Council and have the same functionality as the previous windows and such alterations will be at the expense of the strata lot Owner and any future maintenance of these improvements will be the responsibility of the strata lot Owner.

(5) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.

6. Obtain Approval Before Altering Common Property

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

(2) The Strata Corporation may require as a condition of its approval that the Owner agree in writing, to take responsibility for any expenses relating to the alteration.

(3) A strata lot Owner may contract with the Strata Corporation for a qualified tradesman to erect a fence and gate at the rear of the strata lot on common property or limited common property, after receipt of prior written approval from the Strata Council and the strata lot Owner will enter into a written agreement with the Strata Corporation, setting out the conditions for such consent and the costs to be paid by the strata lot owner, prior to the erection of the fence and gate.

(4) A strata lot Owner may install an air-conditioner on a strata lot or the common property or limited common property, after receipt of prior written approval from the Strata Council, on the condition that the air-conditioner meets those specifications required by the Strata Corporation and that the strata lot Owner will be responsible for all costs involved.

(5) A strata lot Owner may install a replacement front door on their strata lot upon receipt of written approval from the Strata Corporation. The door must be of an approved heritage style and the colour will remain the same as the existing door. Once the new front door has been installed, it becomes part of the common property of the Strata Corporation. [Dec. 2, 2003]

7. Insurance

(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. [May 26, 2003]

(2) The Strata Corporation may require as a condition of its approval that the Owners agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the Strata Corporation, evidence of appropriate insurance coverage relating to the alteration. [May26, 2003]

(3) In the event that loss or damage occurs to a strata lot, common property, limited common property or common facilities that gives rise to a valid claim under the Strata Corporation's insurance policy, the Owner of the strata lot from where the damage originated is responsible for the deductible portion of the Strata Corporation's policy relative to the loss or damage. [May 26, 2003]

(4) Owners are responsible for providing adequate insurance for the use of outdoor barbecues. Owners will be held responsible for all claims resulting from the use of a barbecue. [May 26, 2003]

(5) In the event that an Owner or any member of their family or their guests, servants or agents cause damage to common property, limited common property or common facilities and the damage so caused is not covered by insurance, the strata lot Owner shall be held responsible for such loss and promptly reimburse the Strata Corporation for the full costs of repair or replacement of the damage done. [May 26, 2003]

8. Permit Entry to Strata Lot

(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.

(2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry and the reason for entry.

DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION

9. Maintenance and Repair

(1) In this Bylaw 9, the following terms shall have the following meanings:

(a) "Act" means the Strata Property Act (S.B.C.) c.43 as amended or replaced from time to time.
(b) "Bylaws" means the Bylaws of the Strata Plan including this Bylaw 9;
(c) "Common Property" has the meaning ascribed to it in the Act;
(d) "Limited Common Property" means common property designated for the exclusive use of an Owner;
(e) "Occupant" means a person, other than an Owner or tenant, who occupies a strata lot;
(f) "Owner" means the person shown in the register of a land title office as the Owner of a freehold estate in a strata lot in the Strata Plan, whether entitled to it in the person's own right or in a representative capacity;
(g) "Regulations" means the Strata Property Regulation, B.C. Reg. 43/2000 as amended or replaced from time to time;
(h) "Strata Corporation" means the Strata Corporation formed by deposit of the Strata Plan.
(i) "Strata Lot" means a lot shown on the Strata Plan.
(i) "Strata Plan" means Strata Plan NW1220;
(k) "Tenant" has the meaning ascribed to it in the Act.

9.2 The Strata Corporation shall repair and maintain the following:
(a) common assets;
(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 readily occurs:
    (A) 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 wholly or partially within a strata lot, if they are capable of being 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 Owner, another strata lot or the common property;
    (B) the exterior of a building;
    (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
    (D) doors, windows and skylights on the exterior of a building or that front on the common property; and
    (E) fences, railings and similar structures that enclose patios, balconies and yards.
(d) a strata lot, but the duty to repair and maintain it is restricted to
  (i) 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 wholly or partially within a strata lot, if they are capable of being 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 Owner, another strata lot or the common property,
  (ii) the structural components of a building,
  (iii) the exterior of a building,
  (iv) chimneys, stairs, balconies and other things attached to the exterior of a building,
  (v) doors, windows and skylights on the exterior of a building or that front on the common property, and

(vi) fences, railings and similar structures that enclose patios, balconies and yards.

9.3 An Owner, tenant or occupant shall allow a person authorized by the Strata Corporation to enter a 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 the Bylaws or the Act, including without limiting the generality of the foregoing, Bylaw 9.2(d).

9.4 The notice referred to in Bylaw 9.3(b) above shall include the date, approximate time of entry and reason for entry.

DIVISION 3 - COUNCIL

10. Council Size

(1) The Council must have at least 3 and not more than 7 members.

(2) The following are eligible to be members of the Strata Council: (Added: AGM January 31, 2012)

(a) Registered Owners;
(b) a Tenant who has been assigned a landlords right to stand for Strata Council; or
(c) the Spouse of a Registered Owner.

11. Council Members' Terms

(1) The term of office of a Council member ends at the end of the Annual General Meeting at which the new Council is elected.

(2) A person whose term as Council member is ending is eligible for re-election.

(3) If the Council has an even number of members, ½ the members must be elected for a term of 2 years and the remainder elected for a term of one year.

(4) If the Council has an odd number of members, a simple majority must be elected for a term of 2 years and the remainder elected for a term of one year.

(5) In the election of Council members held at each Annual General Meeting after the second Annual General Meeting, the members elected to fill the vacant positions must be elected for a term of 2 years.

12. Removing Council Member

(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) A member of Council is deemed to have resigned after missing three (3) consecutive Council Meetings. [May 26, 2003]

(3) No person may stand for Council or continue to be on Council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under the Act.

13. Replacing Council Member

(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.

14. Officers

(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 and a Vice-President.
[May 26, 2003]

(2) The Vice-President has the powers and duties of the President:

(a) while the President is absent or is unwilling or unable to act, or
(b) for the remainder of the President's term if the President ceases to hold office.

(3) If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

15. Calling Council Meetings

(1) Any Council member may call a Council Meeting by giving the other Council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A Council Meeting may be held on less than one week's notice if:

(a) all Council members consent in advance of the meeting, or
(b) the meeting is required to deal with an emergency situation and all Council members either
    (i) consent in advance of the meeting, or
    (ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The Council must inform Owners about a Council Meeting as soon as feasible after the meeting has been called.

16. Requisition of Council Hearing

(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.

17. Quorum of Council

(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.

18. Council Meetings

(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) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

19. Voting at Council Meetings

(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.

20. Council to Inform Owners of Minutes

(1) The Council must inform Owners of the Minutes of all Council Meetings within 2 weeks of the meeting, whether or not the Minutes have been approved.

21. Delegation of Council's Powers and Duties

(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.

22. Spending Restrictions

(1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these Bylaws.

(2) Despite subsection (1), a Council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

(3) The Strata Council is authorized to spend $2,000 out of the General Reserve Fund without the authorization of the Owners obtained at an Annual General Meeting, a Special General Meeting or is specified in the operating budget for the fiscal year.

(4) The Strata Corporation must inform the Owners of any expenditure that was approved by the Strata Council in accordance with Bylaw 21(2) if such expenditure was more than $2,000.

23. Limitation on Liability of Council Member

(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 judgement against the Strata Corporation.

DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES

24. Maximum Fine

(1) The Strata Corporation may fine an Owner or tenant a maximum of

(Amended: AGM January 31, 2012)

(a) $200 for each contravention of a Bylaw,
(b) $50 for each contravention of a Rule; and
(c) $500 for each contravention of the Rental Bylaws at Bylaw 34.0.

(2) Any costs incurred by the Strata Corporation to enforce the Bylaws shall become due and payable by a strata lot Owner on the first day of the month next following an invoice being issued to the strata lot Owner at the mailing address given to the Strata Corporation.

(3) Where any act or omission by an Owner, or his or her employee, agent, Invitee, or Tenant violates the Bylaws resulting in the Strata Corporation being required to expend any sum of money, the Owner shall be required to pay forthwith upon demand any expenditure, including and not limiting the generality of the foregoing, any and all costs of legal proceedings whether initiated pursuant to Part 10 of the ACT or otherwise, including costs as between solicitor and client on a full indemnity basis. (Added: AGM January 31, 2012)

25. Continuing Contravention

(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.

(2) If a strata lot Owner, tenant, occupant or visitor continues to contravene the Strata Corporation's Bylaws or Rules with respect to the common assets or amenities of the Strata Corporation, the privileges to access or utilize the common assets or amenities of the Strata Corporation may be suspended til the fines levied have been paid in full to the Strata Corporation and the contravention has ceased.

DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS

26. Person to Chair Annual or Special General Meeting

(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.

27. Participation by Other than Eligible Voters

(1) Tenants and occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote.

(2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the Chair of the meeting.

(3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a Resolution passed by a majority vote at the meeting.

28. Voting

(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.

(7) An Owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot.

(8) Notwithstanding Section 48(3) of the Act, if within fifteen minutes from the appointed time for an Annual or Special General Meeting a quorum is not present, the meeting shall stand adjourned for a further fifteen minutes from the appointed time and if a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum, and the meeting will be convened. (Amended: AGM January 31, 2012)

(9) If the meeting, whether a Special General Meeting or the Annual General Meeting, was convened upon the requisition of members, and there is not a quorum within one-half hour from the appointed time, the meeting shall be terminated.

29. Order of Business

(1) The order of business at Annual and Special General Meeting 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;
(i) 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

30. Disputes Among Owners and Tenants

(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 – MISCELLANEOUS BYLAWS

31. Automobiles and Parking

(1) All vehicles parked on the common property or limited common property must be insured and any Owner, tenant or occupant who wishes to store an unlicensed motor vehicle must provide proof of liability insurance for the vehicle to the Strata Corporation and the vehicle shall not be stored on the property for more than 90 days.

(2) Authorized vehicles parked on the common property or limited common property are not to exceed a width of six feet, 6 inches (6'6"), a height of eight feet, six inches (8'6") and a length of nineteen feet, nine inches (19'9").

(3) An Owner/tenant or occupant shall not carry out any oil changes or major repairs or adjustments to motor vehicles or other mechanical equipment on common property or limited common property, in case of emergency. [May 26, 2003]

Bylaw Amendment – Registered March 17, 2017 – CA5878245

(4) Pursuant to Bylaw 24(1), a fine of $50 will be levied for contravention of Bylaws 31(1) to 31(3) and such fine will be imposed every 7 days until contravention has ceased and written notice of such compliance has been provided to the Strata Corporation.

End amendment

(5) An Owner, tenant or occupant is not permitted to park any vehicle on the roadways at any time as the roadways are designated fire lanes.

(6) An Owner, tenant or occupant shall not park commercial or recreational vehicles on any common or limited common property.

(7) Boats/canoes and campers are not permitted to be stored on common or limited property.

32. Use of Recreation Facilities

(1) A strata lot Owner, tenant, occupant or visitor is required to obey the Rules and Regulations for the operation of the tennis courts and youth play courts and any amendments to those Rules which may take place from time to time. Failure to obey the Rules and Regulations may result in fines and/or the suspension of privileges.

(2) All persons utilizing the tennis courts or youth play courts may be required to pay a refundable key deposit for the use of these facilities.

(3) Outdoor sports are to be played in the youth courts and are prohibited from being played in driveways, roadways, sidewalks, pathways and common areas or limited common areas. The Strata Corporation may levy fines for contravention of this Bylaw.

33. For Sale Signs

(1) The Strata Corporation will allow upon written request and approval, a request to post one sales sign for a period not to exceed 90 days, in the space provided on the Strata Corporation entrance signs located at the entrances to the property. Space will be allocated by the Strata Corporation on a first come, first served basis and the Strata Corporation will have the final approval as to size, design, content and colour and all costs will be borne by the strata lot Owner or his or her agent.

34. Rental Procedures (Amended: AGM January 31, 2012)

(1) Prior to offering the rental of a strata lot, the Owner thereof shall make a written request to the Strata Council for permission to rent his strata lot.

(2) Owners who are permitted to rent must enter into a tenancy agreement of at least six months duration.

(3) Prior to possession of a Strata Lot by a Tenant, an Owner shall deliver to the Tenant the current Bylaws and Rules and a Notice of Tenant's Responsibilities (Form K) in the form as required by the Act.

(4) Within two weeks of renting a Strata Lot, an Owner shall give the Strata Corporation a copy of the Notice of Tenant's Responsibilities (Form K) duly signed by both the Tenant(s) and the Owner.

(5) A Tenant must, at any time upon request by the Strata Corporation, inform the Strata Corporation of his or her name.

(6) Any legal costs incurred by the Strata Corporation in enforcing this Bylaw shall be the responsibility of the contravening Owner and shall be recoverable from the Owner on a solicitor and own client basis by the Strata Corporation.

(7) No Tenant shall sub-lease a strata lot.

35. Moves Into or Out of a Strata Lot

(1) All moves into or out of a strata lot must take place between the hours of 9:00 a.m. and 8:00 p.m. Arrangements must be scheduled in advance with the onsite management prior to taking place and parking arrangements made. Violation of this Bylaw will result in a fine of $50 and the costs of any damages made to the common property or limited common property will be levied to the strata lot Owner.

36. Number of Residents in a Strata Lot

(1) A strata lot shall be occupied as a place of residence, whether adult or minor, by not more than 6 persons.

37. Garbage Disposal

(1) Household garbage must be wrapped and tied before being placed in the garbage receptacles. Residents must use the recycling bins in accordance with the Rules and Regulations.

(2) An Owner, tenant or occupant shall remove household refuse and garbage from his or her strata lot and deposit in the enclosed garbage containers or recycling box. An Owner, tenant or occupant is not permitted to keep garbage containers or recyclable boxes on common property or limited common property.

38. Storage of Personal Property

(1) Residents shall not use patios and carports for storage areas.

39. Legal Action

(1) The Strata Council, by authority of the Owners, may take action against any Owners in arrears of Strata Fees or special levies and may proceed to recover from an Owner or other person, in Small Claims Court.

(2) The Strata Council, by authority of the Owners, may register a lien against a strata lot for arrears of Strata Fees or special levies, at their discretion and without the need to convene a General Meeting of the Owners to obtain prior approval.

40. Satellite System

(1) An Owner of a strata lot must have prior written approval of the Strata Council before a satellite dish may be installed.

(2) Mounting location to be approved by the Strata Corporation prior to installation.

(3) Installation to be undertaken by a professional installer.

(4) No holes for the cable to be drilled in the exterior building envelope.

(5) Any damage to common property resulting from the installation or removal will be repaired at the cost of the Owner.

(6) Completed installation to be inspected by members of the Strata Council, the Strata Manager and/or the Strata Property Supervisor.

(7) Owner will be responsible for maintenance and upkeep of the dish and installation in perpetuity.

(8) Upon sale of the strata lot, the dish is to be removed and common property to be returned to its original condition, unless new Owner takes responsibility for the installation in writing.

(9) Satellite dishes maximum measurements will be no more than 18 inches in diameter and only one dish per unit will be allowed.

41. General

(1) The Owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense. [May 26, 2003]

(2) Garage/Lawn sales are not permitted, without prior written approval from Council.
[May 26, 2003]

(3) Owners (tenants) will be held responsible for their visitors' actions. Complaints received will result in a warning letter to Owners (tenants), and subsequent fine for further complaints.
[May 26, 2003]

(4) An Owner, tenant, occupant may rent the Amenity Room at a user fee to be determined by the Strata Council and set out in the Rules for the Strata Corporation. [May 26, 2003]