SKYLANDS

STRATA PLAN - LMS 4648

BYLAWS

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Definitions and Interpretation

1. Definitions

In this Act:

“act” means the *Strata Property* ActSBC1998c. 43 and amendments thereto*;*

“assessed value” means the value assessed under the ***Assessment Act***

“Bylaw” means a Bylaw of a strata corporation

"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;

"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);

"convey" and **"conveyance"**, when referring to the conveyance of a strata lot to a purchaser, means any of the following in respect of which an application to the land title office has been made to register:

(a) a transfer of a freehold estate in the strata lot;

(b) an agreement for sale of the strata lot;

(c) an assignment of a purchaser's interest in an agreement for sale of the strata lot;

(d) an assignment of a strata lot lease in a leasehold strata plan;

"eligible voters" means persons who may vote under sections 53 to 58;

"judgment" means a judgment of a court, and includes costs awarded in respect of the judgment;

"landlord" means an owner who rents a strata lot to a tenant and a tenant who rents a strata lot to a subtenant, but does not include a leasehold landlord in a leasehold strata plan as defined in section 199;

"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;

"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);

"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) if the strata lot is in a leasehold strata plan, as defined in section 199, a leasehold tenant as defined in that section,

unless there is

(c) a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale, or

(d) a registered life estate, in which case it means the tenant for life;

"owner developer" means

(a) a person

(i) who, on the date that application is made to the registrar for deposit of the strata plan, is registered in the land title office as

(A) the owner of the freehold estate in the land shown on the strata plan, or

(B) in the case of a leasehold strata plan as defined in section 199, the lessee of the ground lease of the land, or

(ii) who acquires all the strata lots in a strata plan from the person referred to in subparagraph (i), and

(b) a person who acquires all of the interest of a person who is an owner developer under paragraph (a) in more than 50% of the strata lots in a strata plan;

"purchaser" means a person, other than an owner developer, who enters into an agreement to purchase a strata lot or to acquire a strata lot lease in a leasehold strata plan as defined in section 199, but to whom the strata lot or strata lot lease has not yet been conveyed or assigned;

"registrar" means a registrar of titles as defined in the *Land Title Act,* and includes a deputy registrar or acting registrar under that Act;

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

"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;

"section", when used in reference to a strata corporation, means a section of the strata corporation created under section 192 or 193;

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

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

"sue" means the act of bringing any kind of court proceeding;

"suit" means any kind of court proceeding;

"superintendent" means the Superintendent of Real Estate;

"Supreme Court" means the Supreme Court of British Columbia;

"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 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, 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.

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

2. 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 is late in paying his or her Strata fees, the Owner must pay to the Strata Corporation interest on the late payment in the amount of 10% per annum, compounded annually and

calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

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 month following, will be subject to a $25.00 penalty. An additional $25.00 penalty will be applied on the 15th of each month thereafter.

4) Each monthly payment that is missed shall be considered a separate contravention of Bylaw 1(1).

3. Repair and Maintenance of Property by Owner

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) An Owner must keep clear from snow, ice or slush any common property designated as limited common property for the exclusive use of his strata lot, including any walkway, steps or porch leading to and from an entrance to the strata lot.

4) An Owner must keep that portion of the common property which is gated and enclosed with a fence, including lawns and gardens, in good repair and in a neat and tidy condition. This enclosed area shall not be impeded by any items (such as tables, chairs, swing sets, sandboxes, pallets, boxes, crates, metal, wood, paper, machines and heavy equipment) that could cause a nuisance, hazard or which could interfere in any way with the maintenance of such enclosed area by the Strata Corporation to its agents. Any additional cost incurred by the Strata Corporation directly as a result of an Owner not keeping the enclosed common property in good repair and in a neat and tidy condition, shall be charged to the Owner using the enclosed common property and shall be added to and become a part of the assessment of that Owner for the month next following the date on which the costs or expense are incurred, but not necessarily paid by the Corporation, and shall become due and payable on the date of payment of the monthly assessment.

5) An owner must repair and maintain all mechanisms directly responsible for the opening and closing of the garage door allocated for their Strata Lot’s exclusive use.

4. 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,
   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) that is in contravention of any Rule, Order or Bylaw of the City of Surrey applicable to the strata lot or that will result in any unusual or objectionable odour to emanate from the strata lot, or that is inconsistent with the intent of these Bylaws.

2) An Owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata

Corporation must repair and maintain under these Bylaws or insure under section 149 of the Act.

3) An Owner, tenant, occupant or visitor must not:

a) use the strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 11:00 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other Owners, tenant or occupant;
c) use any musical instrument, amplifier, speaker, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property, such that it causes a disturbance or interferes with the comfort of any other Owner, tenant or occupant;
d) unduly obstruct the sidewalks, walkways, passages and driveways of the common property in a manner that would affect the easy ingress or egress from the strata lots or parking areas within the common property of the Strata Plan;
e) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
f) allow a strata lot to become unsanitary or a source of odour;
g) feed any birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these Bylaws and the Rules made hereunder, which pet shall be fed only in a strata lot;
h) place any indoor-outdoor carpeting on any deck, patio or balcony.
i) Use a barbecue, grill, stove or light cooking device on a balcony, deck or patio unless such barbecue, grill, stove or light cooking device is powered by propane, natural gas, or electricity.

4) Notwithstanding Bylaw 4.1:

a) An Owner is strictly responsible and liable for any damage to common property, limited common property, common assets or to any strata lot as a result of:
    (i) Any of the following items in their strata lot:
        (A) Dishwasher
        (B) Refrigerator with ice/water dispensing capabilities.
        (C) Garbureator
        (D) Hot water tank
        (E) Toilets, sinks, bathtubs and, where located wholly within the strata lot, plumbing pipes and fixtures
        (F) Fireplaces
        (G) Anything introduced into the strata lot by the Owner
        (H) Any alterations to the strata lot made by the Owner or by prior Owners
    (ii) Damage arising from a blocked drain on the deck or patio designated for the exclusive use of the Owner.
    (iii) Any alterations or additions to limited common property or common property undertaken by the Owner or by prior Owner(s) of the strata lot.
    (iv) Any pets residing or visiting the Owner's strata lot.
    (v) Any children residing or visiting the Owner's strata lot; and
b) An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot arising from damage of the sort referred to in Bylaw 4.4 above, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy.

5. Pets

1) An Owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

   a) a reasonable number of fish or other small aquarium animals;
   b) a reasonable number of small caged mammals;
   c) up to two [2] caged birds;
   d) a total of two [2] domestic animals, where a domestic animal is defined as a dog or a cat.

2) An Owner, tenant or occupant shall not keep any animals, which have an aggressive or vicious tendency; such may be voted by Council to be removed from the complex within 24 hours written notice to the Owner by Council. Any and all offences will be adjudicated on an individual basis depending upon the seriousness of the offence by the animal.

3) An Owner, tenant or occupant shall not keep any animals on his/her strata lot or the common property except those listed in paragraph 5(1) without first having obtained the written permission from Council for each specific pet.

4) An Owner, tenant or occupant must keep a dog on a leash and controlled at all times by the Owner while on common property.

5) An Owner of a pet shall not permit the pet(s) to urinate or defecate on the common property outside of the fenced area assigned specifically to that owner's unit. If any pet(s) do 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.

6) 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.

7) 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 excessive barking or howling.

8) Any unidentified animal found unattended on the common property may be removed at the owner's expense.

9) 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 thirty [30] days of receiving such notice.

6. Inform Strata Corporation

1) All owners, tenants and occupants must inform the strata corporation of their name, strata lot number, phone number, email address, and mailing address outside the strata plan, if any, within 2 weeks of becoming an owner, tenant or occupant of a strata lot.

2) All owners, tenants and occupants must ensure that the information provided to the strata corporation under subsection (1) is kept up to date for the duration of their respective ownership, tenancy or occupancy of a strata lot and immediately notify the strata corporation in writing of any changes to that information.

3) Without limiting the generality of subsections (1) and (2) of this bylaw, all owners, tenants and occupants must provide the strata corporation with an email address for the purpose of receiving notices, records, and other documents that the strata corporation is required or permitted to give to an owner, tenant or occupant pursuant to these bylaws and the Act.

7. 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 or windows (including the casings, frames and the sills of such doors and windows) on the exterior of a building, or that front on the common property;
   e) fences, railings or similar structures that enclose a patio, balcony or yard;
   f) common property located within the boundaries of a strata lot;
   g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
   h) the painting of any of the exterior, including decks, or the attachment of sunscreens or greenhouses.

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

3) An owner, tenant or occupant must not do any act, nor alter any strata lot, in any manner, which in the opinion of the strata council will alter the appearance of the building.

8. 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) An owner, as part of any application to the strata council for permission to alter common property, limited common property, or common assets, must:

   a) Submit, in writing, detailed plans and description of the intended alteration; and

   b) Obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council; and

3) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

   a) That alterations be done in accordance with the design and plans approved by the strata council or its duly authorized representatives;

   b) That the owner provide proof of adequate insurance to the strata corporation;

   c) That the standard of work and materials be not less than that of the existing structures;

   d) That all work and materials necessary for the alteration be at the sole expense of the owner;

e) That, where required, the owner obtain written approval from the City of Surrey and provide copy of this written approval to the strata council.

f) That the owner of the strata lot receiving the benefit of an alteration to common property, limited common property, or common asset must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly of the alteration to the common property, limited common property or common assets;

g) That the owner and any subsequent owner on title who receives the benefit of such alteration must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and will be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid, by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.

4) An owner who has altered common property, limited common property or common assets prior to the passage of these Bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.

5) An owner who, subsequent to the passage of Bylaws 8.1 to 8.3 inclusive, alters common property or limited common property in contravention of these Bylaws must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the costs was incurred, but not necessarily paid, by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.

9. Loss or Damage to a Strata Lot, Limited Common Property, Common Property, or Common Facilities

1) 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 may be responsible for the deductible portion of the Strata Corporation's policy relative to the loss or damage.

2) 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.

3) 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.

10. 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,
      i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure under section 149 of the Act, or
      ii) to ensure compliance with the Act and the Bylaws.

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

Division 2 -- Powers and Duties of Strata Corporation

11. Repair and Maintenance of Property by Strata Corporation

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:
         (1) the structure of a building;
         (2) the exterior of a building;
         (3) chimneys, stairs, balconies and other things attached to the exterior of a building;
         (4) doors and windows (excluding the handles, latches, casings, frames and sills of such doors and windows) on the exterior of a building or that front on the common property;
         (5) fences, railings and similar structures that enclose patios, balconies and yards;

   d) a strata lot, but the duty to repair and maintain it is restricted to
      i) the structure of a building,
      ii) the exterior of a building,
      iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
      iv) doors and windows (excluding the handles, latches, casings, frames and sills of such doors and windows) on the exterior of a building or that front on the common property, and
      v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 -- Council

12. Council Composition

1) Subject to subsection (2), the Council must have at least 3 and not more than 7 members.

2) If the Strata Plan has fewer than 4 strata lots or the Strata Corporation has fewer than 4 Owners, all the Owners are on the Council.

3) Only an owner or spouse of an owner is eligible to be a member of strata council, where

"spouse of an owner" includes an individual who has lived and cohabitated with the owner, for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender;

13. Council Members' Terms

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

2) A person whose term as Council member is ending is eligible for reelection.

3) All Council members must be elected for a term of at least one year.

4) In the election of Council members held at the next Annual General Meeting subsequent to the enactment of these Bylaws,

   a) if the Council has an even number of members, 1/2 the members must be elected for a term of 2 years and the remainder elected for a term of one year, or

   b) 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.

14. 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) After removing a Council member, the Strata Corporation must hold an election at the same annual or Special General Meeting to replace the Council member for the remainder of the term.

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.

15. 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.

16. 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, a Vice-President, a

Secretary and a Treasurer.

2) A person may hold more than one office at a time, other than the offices of President and Vice-President.

3) The Vice-President has the powers and duties of the President

   a) while the President is absent or is unwilling or unable to act, or

   b) for the remainder of the President's term if the President ceases to hold office.

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

17. 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 possible after the meeting has been called.

18. 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 2 weeks 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.

19. 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.

20. 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) rental restriction Bylaw exemption hearings under section 144 of the Act;

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

21. 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) 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, along with the names of the Council members moving and seconding any resolutions.

22. 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.

23. 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

d) whether a person should be denied access to a recreational facility.

5) The strata corporation may pay a council member remuneration of up to $25.00 per hour for the performance of council duties that are in addition to attending council meetings, strata corporation meetings, and handling regular council correspondence. Such additional duties may include, but are not limited to, general maintenance duties of the strata corporation, meeting with and supervising contractors and trades, assisting with tribunal disputes, and club house rental. Any council member remuneration must be approved in advance by a majority resolution of council, with the council member who is to be remunerated abstaining from voting on the resolution.

24. 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) Subject to subsection (4) below, and excluding expenditures related to the payment of insurance deductibles, if a proposed expenditure has not been approved in the budget or at an Annual or Special General Meeting, the Strata Corporation may only make such expenditures out of the operating fund if the expenditure, together with all other expenditures, whether of the same type or not, that were made pursuant to this subsection (3) in the same fiscal year, is less than:

a) $2000.00; or

b) 5 % of the total contribution to the operating fund for the current year;

whichever is less.

4) If the Strata Corporation makes an expenditure under subsection (3) above, the Strata Corporation must inform the Owners as soon as feasible about the expenditure of more than $500.00 on any single item.

5) Notwithstanding subsection (3) above, the Strata Corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

25. 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 judgment against the Strata Corporation.

Division 5 -- Enforcement of Bylaws and Rules

26. Penalties

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.

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 for in the Act or these Bylaws, and if the Owners or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the Owners 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 $15.00 and if such default continues for a further 15 days, an additional fine of $15.00 will be levied against and paid by the Owners or tenant, as the case may be, and for each additional month such default continues, an additional fine of $25.00 will be levied against and paid by the Owners or tenant.

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 Owners responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a Bylaw will be calculated as a separate component of such assessment and the Strata Corporation may not register a lien against such separate component.

4) Should any portion of these Bylaws be deemed unenforceable by a court of competent jurisdiction, then for the purpose of interpretation and enforcement of the Bylaw, each Bylaw and subparagraph shall be deemed a separate provision and severable, and the balance of the provisions contained therein shall remain in full force and effect.

27. 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.

Division 5 -- Annual and Special General Meetings

28. Person to Chair 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.

29. 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.

30. 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.

6) 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.

31. Quorum for Adjourned Meeting

1) Notwithstanding section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, if within ½ 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.

32. Order of Business

1) The order of business at annual and Special General Meetings is as follows:

a) certify proxies and corporate representatives and issue voting cards;
b) determine that there is a quorum;
c) elect a person to chair the meeting, if necessary;
d) present to the meeting proof of notice of meeting or waiver of notice;
e) approve the agenda;
f) approve minutes from the last annual or Special General Meeting;
g) deal with unfinished business;
h) receive reports of Council activities and decisions since the previous Annual General Meeting, including reports of committees, if the meeting is an Annual General Meeting;

i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting;
k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;
l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
m) elect a Council, if the meeting is an Annual General Meeting;
n) terminate the meeting.

Division 6 -- Voluntary Dispute Resolution

33. Voluntary Dispute Resolution

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

34. Small Claims Actions

1) Notwithstanding any provision 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.

35. Exterior Appearance

(1) No signs, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the strata lot without prior written approval of the Strata Council, except “For Sale” signs for the sale of individual strata lots which are to be in a form approved by the Strata Council.

(2) No fences or gates (other than those erected by the Owner-Developer) shall be erected on the common property or the strata lot without prior written approval by the Strata Council.

(3) No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the strata lot, without prior written consent of the Strata Council. In conjunction with the current Bylaw and prior to any work being started, Owner must submit to

Council installation plan drawings. The plan drawings must be reviewed and approved by Council. An Assumption of Liability must be completed before the installation begins. No more than one satellite dish per request or per unit.

(4) No laundry, clothing, bedding or other articles shall be hung or displayed from windows, decks, patios, or other parts of the strata lot so that they are visible from the outside of the building.

(5) Decks and patios are not to be used for storage. Garden furniture and plant containers are permitted.

(6) Drapes or blinds visible from the outside of the building shall be cream or white in colour.

(7) No enclosures of limited common property including, without limitation, any balcony or patio or other structural alterations either to the interior or the exterior of the building or any strata lot shall be made, nor the wiring, plumbing, piping or other services altered or supplemented on the strata lot or within any walls or on the common property without previous written approval by the Strata Council.

(8) Christmas lights shall be permitted between November 15th and January 31st only, and shall not be attached in any manner that causes damage to the exterior of any building.

36. Vehicles and Parking

(1) A resident shall only park in the garage spaces as identified on the Strata Plan as Limited Common Property for their exclusive use, save and except for private arrangements with other Owners for the use of their garage. Residents are not permitted to park in visitor parking areas or on the aprons in front of any garage.

(2) Visitor parking shall be permitted only in the areas specifically designated as visitor parking. Any vehicle that is parked in visitor parking overnight must display on the dashboard in a readily visible manner the Unit number which the owner / operator of the vehicle is visiting. A vehicle must not be parked in visitor parking more than 24 consecutive hours, or more than 2 days in one week, unless prior written permission is granted by strata council for extended parking.

(3) Any owner, tenant or occupant that leaves any item or vehicle anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

(4) The maximum speed for any vehicle travelling on the common property is 15 km/hr.

(5) No major repairs or adjustments shall be made to motor vehicles on the common property.

(6) No vehicle that is leaking any fluids shall be parked anywhere on the common property. Owners will be responsible for the cleanup of oil spills on common property that are the result of their own vehicle or the vehicle of any visitor to their unit.

(7) No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner which will reduce the width of an access roadway, accept for under the following conditions:
   a) for a maximum of 15 minutes, directly in front of an owner's own strata lot, for the purpose of loading and/or unloading persons or items from the vehicle
   b) for a maximum of 60 minutes for the purpose of washing the vehicle
   c) parking in such a manner does not in any way block access to any strata lot or guest

parking spot

(8) No vehicles exceeding 4,000kg. G.V.W. shall be parked or brought onto the common property without the consent of the Strata Council, except when used in delivery to or removal from the premises.

(9) Any vehicles found to be parked on common property in contravention of these Bylaws may be removed at the Owner's expense.

37. Garbage Disposal

(1) All household refuse will be secured in a container with a lid prior to being placed outside for collection.

(2) Household refuse may be placed outside for collection no earlier than the night before collection.

(3) Refuse containers shall be removed from the common property on the same day that garbage collection occurs.

(4) On any day scheduled for garbage collection where, for any reason, collection does not occur, owners must remove the household refuse from the common property, until the next date on which collection will occur, at which time these same Bylaws are to be followed.

38. Rentals

Before renting to a prospective tenant, a landlord must comply with s. 146 of the Act by giving the prospective tenant:

(a) the current bylaws and rules of the strata corporation (copies of the current bylaws and rules may be obtained from the strata corporation for the fees prescribed under the Act and the Regulations); and

(b) a Form K - Notice of Tenant's Responsibilities.

(2) Within two weeks of renting a strata lot, the landlord must:

(a) give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant; and

(b) pay the strata corporation any moving fee established under strata corporation's bylaws or rules as amended from time to time.

(3) An owner who rents a strata lot in contravention of this bylaw and fails to provide the strata corporation with a Form K signed by the tenant, may be subject to a fine of $200 for each 7-day period that the strata lot is rented until the signed Form K has been provided to the strata corporation.

(4) Without limiting the generality of this bylaw, "landlord" means an owner who rents all or part of a strata lot to a tenant or a tenant who rents all or part of strata lot to a subtenant, and "tenant" means a person who rents all or part of a strata lot, and includes a subtenant.

(5) The strata corporation may give a tenant notice terminating the tenancy agreement for cause under the Residential Tenancy Act, for a repeated and continuing contravention of a reasonable and significant bylaw or rule, if such contravention seriously interferes with another person's use and enjoyment of a strata lot, the common property or common assets. For clarity, a "significant bylaw or rule" includes, but is not limited to all bylaws and rules that relate to nuisance, harassment, use of or damage to property.

39 Moving

39 (1) An owner must ensure that all moves in or out of a strata lot by an owner, tenant or occupant conform to the bylaws and rules established by the strata corporation from time to time.

(2) An owner, tenant or occupant must:

(a) move all furniture, appliances and personal effects in or out of the strata lot between the hours of 7:00 a.m. and 10:00 p.m.;

(b) not allow any furniture or personal belongings to pile up in any common area;

(c) ensure that all common areas are left free and clear upon completion of the move.

(3) An owner, tenant or occupant must not cause damage to the common property while moving in or out of a strata lot.

(4) If the common property is damaged as a result of the moving in or moving out of a strata lot, the strata corporation may do what is reasonably necessary to repair such damage and may require the owner or tenant to pay the reasonable costs of remedying the bylaw contravention, including payment of reasonable legal costs as between a solicitor and his own client basis.

(5) A fee of $150.00 will be charged to each new owner who moves into a strata lot in the building, and a fee of $50.00 will be charged for each new tenant. These fees will cover the administrative costs associated with processing new move-ins.