

## **BYLAWS**

### **Strata Plan NW2671 - SUNRIDGE ESTATES**

1215 Lansdowne Drive

Coquitlam, B.C. V6E2P2/V6E2P6

#### **(Adopted November, 2001)**

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## **BYLAWS**

### **Preamble**

These Bylaws bind the Strata Corporation and the Owners, tenants and occupants to the same extent as if the Bylaws had been signed by the Strata Corporation and each Owner, tenant and occupant and contained covenants on the part of the Strata Corporation with each Owner, tenant and occupant and on the part of each Owner, tenant and occupant with every other Owner, tenant and occupant and with the Strata Corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43. For the purposes of these Bylaws, "residents" means collectively, Owners, tenants and occupants and "a resident" means collectively, an Owner, a tenant and an occupant.

### **Duties of Owners, Tenants, Occupants and Visitors**

#### **1. Compliance with Bylaws and Rules**

- 1.1 All residents and visitors must comply strictly with the Bylaws and rules of the Strata Corporation adopted from time to time.

#### **2. Payment of Strata Fees and Special Levies**

- 2.1 An Owner must pay Strata Fees on or before the first day of the month to which the Strata Fees relate.
- 2.2 Where an Owner fails to pay Strata Fees in accordance with Bylaw 2.1, outstanding Strata Fees will be subject to an interest charge of 10% per annum, compounded Annually. In addition to interest, failure to pay Strata Fees on the due date will result in a fine of \$25.00 for each contravention of Bylaw 2.1.
- 2.3 In the event of delinquent payments and at the request of the Strata Corporation an Owner must provide the Strata Corporation or its agent with consecutive, monthly post-dated cheques for Strata Fees for the remainder of the fiscal year of the Strata Corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the Owner's bank account.
- 2.4 If an Owner is in contravention of Bylaw 2.3, the Strata Corporation may levy a fine of \$50.00 for each contravention. Each dishonored cheque or dishonored automatic debit will be subject to a fine of \$50.00 and an administration charge of \$25.00.
- 2.5 A Special Levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.6 Failure to pay a Special Levy on the due date may result in a fine of \$100.00 for each contravention of Bylaw 2.5.
- 2.7 Where an Owner fails to pay a special levy in accordance with Bylaw 2.5, outstanding Special Levies will be subject to an interest charge of 10% per annum, compounded Annually.

#### **3. Repair and Maintenance of Property by Owner**

- 3.1 An Owner must repair and maintain the Owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- 3.2 An Owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.

#### **4. Use of property**

- 4.1 A resident 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.
- 4.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these Bylaws or insure under section 149 of the Act
- 4.3 An Owner is responsible for any damage caused by occupants, tenants or visitors to the Owner's strata lot.
- 4.4 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 by the Owner's act, omission, negligence or carelessness or by that of an Owner's visitors, occupants, guests, employees, agents, tenants or a member of the Owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of Bylaws 4.1, 4.2 and 4.3, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the Owner.
- 4.5 A resident must not use, or permit to be used, the strata lot except as a private dwelling home and, unless granted prior written approval by the Council, a resident must not allow more than six persons to occupy a strata lot originally designated by the Owner developer as a three bedroom unit and not allow more than four persons to occupy a strata lot originally designated by the Owner developer as a two bedroom unit. For the purposes of this bylaw 4.5, a "person" is defined to include children, but exclude visitors staying for less than 30 days with an Owner, occupant or tenant of a strata lot.
- 4.6 An Owner or occupant who alleges hardship as a result of the passage of bylaw 4.5 may appeal to the Council for permission to be exempt from bylaw 4.5 on the basis of hardship and the Council must not unreasonably refuse the appeal.

#### **5. Pets Restrictions**

- 5.1 In this Bylaw, "Pet Owner" includes any person who owns, has in his custody or under his control, or harbours any pet within Sunridge Estates
- 5.2 Owners cannot keep any animals, livestock, fowl, pets or exotic pets on their strata lot other than two medium sized pets, or 2 caged birds, nor shall they allow any occupant of their strata lot to do so.
- 5.3 All residents are responsible for their visitor's pets.
- 5.4 No pet shall be permitted on the common property unless the pet is leashed and under the control and constant supervision of the pet Owner or someone authorized by the pet Owner.

- 5.5 If any pet defecates on the common property, a balcony or patio, the pet Owner shall immediately and completely remove all of his pet's waste from the common property, balcony or patio, and dispose of it in a waste container or by some other sanitary means.
- 5.6 No pet shall be permitted to damage the common property. The cost of repairing any damage to the common property shall be the liability of the strata lot Owner from which the pet originates. Such costs shall be in addition to any fine that may be levied.
- 5.7 No wild animal shall be fed from any strata lot or from common property.
- 5.8 If the Council receives a complaint about a pet, then the Council shall give written notice of the complaint to the pet Owner. The pet Owner shall have five (5) days from the date such notice is received by him within which to make written representation to the Council in response to the complaint
- If, upon due consideration of the complaint and response thereto, the Council resolves that the pet is unsafe or a nuisance, then the Council shall give notice of its resolution, stating the grounds for its decision to the pet Owner and such pet shall be permanently removed from Sunridge Estates within thirty (30) days after the day on which such notice is delivered to the pet Owner.
- 5.9 If any occupant of a strata lot or guest of an occupant contravenes these Bylaws, Council may levy a fine of \$50.00 for each contravention. Any fines levied and unpaid shall constitute monies owing to the Strata Corporation.
- 5.10 The Strata Council may waive any provision of this Bylaw under what it deems to be special circumstances.

## **6. Inform Strata Corporation**

- 6.1 An Owner must notify the Strata Corporation of:
- (a) within two weeks of becoming an Owner; the Owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any; and
- 6.2 On request by the strata corporation, a tenant must inform the Strata Corporation of the tenant's name and the strata lot which the tenant occupies.

## **7. Obtain Approval Before Altering a Strata Lot**

- 7.1 An Owner must obtain the written approval of the Strata Corporation before making or authorizing 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) patios, 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; and
  - (h) wiring, plumbing, piping, heating air conditioning and other services.

7.2 The Strata Corporation must not unreasonably withhold its approval under bylaw 7.1, but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the Strata Corporation for any future costs in connection with the alteration.

7.3 An Owner intending to apply to the Strata Corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

## **8. Obtain Approval Before Altering Common Property**

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

8.2 An Owner, as part of its application to the Strata Corporation 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;
- (b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the Strata Council; and
- (c) obtain the consent of the Owners by written approval of the Strata Council under Bylaw 8.1.

8.3 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 or plans approved by the Strata Council or its duly authorized representatives;
- (b) that the standard of work and materials be not less than that of the existing structures;
- (c) that all work and materials necessary for the alteration be at the sole expense of the Owner;
- (d) that the Owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets 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 alterations to common property, limited common property or common assets;
- (e) 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 from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that Owner and shall 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.

8.4 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.

- 8.5 An Owner who, subsequent to the passage of Bylaws 8.1 to 8.3 inclusive, alters common property or limited common property without adhering strictly to 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 cost was incurred and will become due and payable on the due date of payment of monthly Strata Fees.

## **9. Renovations/Alterations**

- 9.1 An Owner must give the Council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.
- 9.2 An Owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an Owner must apply for permission in writing to the Council at least five business days before the holiday date.
- 9.3 An Owner must be in attendance for all SIGNIFICANT renovations/alterations, the determination of SIGNIFICANT shall be in the discretion of the Council.
- 9.4 An Owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.
- 9.5 Screen doors must not be installed without the prior approval of Council, in writing, and must be installed by a professional using only screws and other materials which will not penetrate the building envelope.
- 9.6 All window coverings must be white or cream colored and they must be hung with appropriate hardware systems. No lights, ornaments, flags, bedding or newspapers are to be used as window coverings.

## **10. Permit Entry to Strata Lot**

- 10.1 A resident or visitor must allow a person authorized by the Strata Corporation to enter the strata lot or limited common property
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
  - (b) at a reasonable time, on 48 hours' written notice:
    - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair, replace, renew and maintain under these Bylaws or the Act or to insure under section 149 of the Act; or
    - (ii) to ensure a resident's compliance with the Act, Bylaws and rules.
- 10.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the Owner of the strata lot, the Owner shall be responsible for all costs of forced entry incurred by the Strata Corporation.

- 10.3 The notice referred to in Bylaw 10.1(b)(i) must include the date and approximate time of entry, and the reason for entry.

## **Powers and Duties of Strata Corporation**

### **11. Repair and Maintenance of Property by Strata Corporation**

11.1 The Strata Corporation must repair and maintain all of the following subject to bylaw 8:

- (a) common assets of the Strata Corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
  - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
    - A. the structure of a building;
    - B. the exterior of a building;
    - C. patios, 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 common property;
    - E. fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot, but the duty to repair and maintain it is restricted to
  - (i) the structure of a building,
  - (ii) the exterior of a building,
  - (iii) patios, chimneys, stairs, balconies and other things attached to the exterior of a building,
  - (iv) doors, windows and skylights on the exterior of a building and fences, railings and similar structures that enclose patios, balconies and yards.

### **12. Council Size**

12.1 The Council must have at least 3 and not more than 7 members.

### **13. Council Eligibility**

- 13.1 The spouse of an Owner may stand for Council.
- 13.2 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 section 116(1) of the Act.
- 13.3 No person may stand for Council or continue to be on Council with respect to a strata lot if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the Bylaws or rules for which the Owner is responsible under section 131 of the Act
- 13.4 No person may stand for Council or continue to be on Council with respect to a strata lot if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs,



of remedying a contravention of the Bylaws  
under section 131 of the Act.

or rules for which the Owner is responsible

#### **14. Removing Council Member**

- 14.1 Unless all the Owners are on the Council, the Strata Corporation may, by a resolution passed by a two-thirds (2/3) vote at an Annual or Special General Meeting, remove one or more Council members. The Strata Corporation must pass a separate resolution for each Council member to be removed.
- 14.2 After removing a Council member, the Strata Corporation may hold an election at the same Annual or Special General Meeting to replace the Council member for the remainder of the term or the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
- 14.3 If the Strata Corporation removes all of the Council members, the Strata Corporation must hold an election at the same Annual or Special General Meeting to replace the Council members for the remainder of the term up to, at least, the minimum number of Council members required by bylaw of the Strata Corporation for the remainder of the term.
- 14.4 The Council may appoint the remaining Council members necessary to achieve a quorum for the strata corporation, even if the absence of the members being replaced leaves the Council without a quorum.
- 14.5 A replacement Council member appointed pursuant to Bylaws 14.2 and 14.4 may be appointed from any person eligible to sit on the Council.

#### **15. Replacing Council Member**

- 15.1 If a Council member resigns or is unwilling or unable to act, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
- 15.2 A replacement Council member may be appointed from any person eligible to sit on the Council.
- 15.3 The Council may appoint a Council member under bylaw 15.2 even if the absence of the member being replaced leaves the Council without a quorum.
- 15.4 If all the members of the Council resign or are unwilling or unable to act, 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**

- 16.1 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, and a Treasurer.
- 16.2 A person may hold more than one office at a time, other than the offices of President and Vice President
- 16.3 The Vice President has the powers and duties of the President
  - (a) while the President is absent or is unwilling or unable to act,
  - (b) if the President is removed, or
  - (c) for the remainder of the President's term if the President ceases to hold office.

- 16.4 The Strata Council may vote to remove an officer.
- 16.5 If an officer other than the President is removed, resigns, is unwilling or unable to act, the Council members may elect a replacement officer from among themselves for the remainder of the term.

## **17. Calling Council Meetings**

- 17.1 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.
- 17.2 The notice in bylaw 17.1 does not have to be in writing.
- 17.3 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.

## **18. Requisition of Council Hearing**

- 18.1 By application in writing, a resident may request a hearing at a Council Meeting stating the reasons for the request.
- 18.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 18.1, the Council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the Council of the application.
- 18.3 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 date of the hearing.

## **19. Quorum of Council**

- 19.1 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 more members.
- 19.2 Council members must be present in person at the Council meeting to be counted in establishing quorum, subject to the provisions of Bylaw 20.3.

## **20. Council Meetings**

- 20.1 The Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 20.2 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.
- 20.3 If a Council meeting is held by electronic means, Council members are deemed to be present in person.
- 20.4 Owners and spouses of Owners may attend Council meetings as observers.

20.5 Despite bylaw 20.4, no observers may attend those portions of Council meetings that deal with any of the following:

- (a) Bylaw contravention hearings under section 135 of the Act;
- (b) Rental Restriction Bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

## **21. Voting at Council Meetings**

- 21.1 At Council Meetings, decisions must be made by a majority of Council members present in person at the meeting provided the majority consists of a minimum of three (3) members of Council.
- 21.2 If there is a tie vote at a Council Meeting, the President may break the tie by casting a second, deciding vote.
- 21.3 The results of all votes at a Council Meeting must be recorded in the Council Meeting Minutes.

## **22. Council to Inform Owners of Minutes**

- 22.1 The Council must circulate to or post for Owners 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**

- 23.1 Subject to Bylaws 23.2, 23.3 and 23.4, 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.
- 23.2 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 Bylaw 23.3.
- 23.3 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
- 23.4 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,
  - (c) whether a person should be denied access to a recreational facility, or
  - (d) whether an Owner should be granted an exemption from a rental restriction Bylaw under section 144 of the Act.

## **24. Spending Restrictions**

- 24.1 A person may not spend the Strata Corporation's money unless the person has been delegated

the power to do so in accordance with these Bylaws.

## **25. Limitation on Liability of Council Member**

- 25.1 A Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
- 25.2 Bylaw 25.1 does not affect a Council member's liability, as an Owner, for a judgment against the Strata Corporation.
- 25.3 All acts done in good faith by the Council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of Council, as valid as if the Council member had been duly appointed or had duly continued in office.

## **Enforcement of Bylaws and Rules**

### **26. Fines**

- 26.1 Except where specifically stated to be otherwise in these Bylaws, the Strata Corporation may fine an Owner or tenant:
  - (a) \$200.00 for each contravention of a bylaw, and
  - (b) \$50.00 for each contravention of a rule.
- 26.2 The Council must, if it determines in its discretion that a resident is in repeated contravention of any Bylaws or rules of the Strata Corporation, levy fines and the fines so levied shall be immediately added to the Strata Fees for the strata lot and shall be due and payable together with the Strata Fees for the strata lot in the next month following such contravention.

### **27. Continuing Contravention**

- 27.1 Except where specifically stated to be otherwise in these Bylaws, 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.

## **Annual and Special General Meetings**

### **28. Person to Chair Meeting**

- 28.1 Annual and Special General Meetings must be chaired by the President of the Council.
- 28.2 If the President of the Council is unwilling or unable to act, the meeting must be chaired by the Vice President of the Council.
- 28.3 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, eligible to vote, who are present at the meeting.

### **29. Participation by Other Than Eligible Voters**

- 29.1 Tenants and occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote.
- 29.2 Persons who are not eligible to vote, may not participate in the discussion at a meeting unless recognized by the chair.
- 29.3 Tenants who are not eligible to vote, must leave the meeting if requested to do so by a

resolution passed by a majority vote at the meeting.

### **30. Voting**

- 30.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 30.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the Bylaws or Rules, including legal costs, for which the Owner is responsible under section 131 of the Act
- 30.3 At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- 30.4 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
- 30.5 If a precise count is requested the chair or any Owner must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 30.6 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.
- 30.7 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.
- 30.7 Despite anything in Bylaws 30.1 to 30.7 (inclusive), an election of Council or removal of a Council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

### **31. Order of business**

- 31.1 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.

### **32. Voluntary Dispute Resolution**

- 32.1 A dispute among Owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if.
- (a) all the parties to the dispute consent, and
  - (b) the dispute involves the Act, the regulations, the Bylaws or the Rules.
- 32.2 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.
- 32.3 The Dispute Resolution Committee must attempt to help the disputing parties to voluntarily end the dispute.

### **33. Small Claims Court Proceedings - Authorization to Proceed**

- 33.1 The Strata Corporation may proceed under the *Small Claims Act*, without further authorization by the Owners, to recover from an Owner, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the Bylaws or rules and to recover money which the Strata Corporation is required to expend as a result of the Owner's act, omission, negligence or carelessness or by that of an Owner's visitors, occupants, guests, employees, agents, tenants or a member of the Owner's family.

### **34. Moving and Resale**

- 34.1 A corporate 'For Sale'<sup>1</sup> sign has been installed at the entrances to the complex for utilization by Owners wishing to sell their home. One located at the Lansdowne Drive entrance and the other just outside the gate on Rambler Way. Once a strata lot has been sold, any advertising must be removed immediately following the sale and "For Sale" or "Sold" signage may not be displayed for any extended periods by the Sales Company involved for free advertising.
- 34.2 "For Sale" signs may not be placed on the common property or in or about a strata lot.
- 34.3 "Open House" signage at the entrance, directional signage through the complex and in front of the strata lot may be displayed only during the time a Sales Representative is in actual attendance at the strata lot and such strata lot is accessible to the public.

### **35. Insurance**

- 35.1 The Strata Corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

### **36. Parking**

- 36.1 A Resident shall use only the garage spaces assigned to his strata lot, save and except for private arrangements with others for the use of their garage. Garages shall not be leased or rented to a non-resident.
- 36.2 No major repairs or adjustments shall be made to motor vehicles on common property.
- 36.3 A maximum speed of 10 kph shall apply within the common property.
- 36.4 Owners will be responsible for the safe clean up and appropriate of oil spills on common property.
- 36.5 No vehicles exceeding 4,000 kg. G.V.W. shall be parked or brought onto the common property without the consent of Strata Council, except when used in delivery to or removal from the premises. No RV, boat or trailer with a total length of more than 20 feet shall be permitted on the surface parking stalls at any time. The storage of any RV, boat or trailer shall be completely enclosed within a parking garage appurtenant to a strata lot
- 36.6 No vehicle shall be parked in a manner which will block an access driveway.
- 36.7 Strata lot Owners and renters may park automobiles adjacent to their strata lot as may be accommodated in their carport driveway. An automobile shall not extend into the roadway proper to the extent that it will create a hazard.
- 36.8 Second or other cars of Owners and renters shall not be parked in Visitor Parking spaces at any time.
- 36.9 Additional cars of Owners and renters shall not be parked along side curbs and roadways at any time anywhere in the development
- 36.10 Visitors cars shall not be parked along side curbs and roadways at any time anywhere in the development.
- 36.11 Commercial vehicles of Owners, Renters or Visitors shall not be parked at any time anywhere in the development without the consent of Council.
- 36.12 Boats, trailers, or dismantled campers shall not be parked at any time anywhere in the Development unless specifically approved in writing by the Strata Council.
- 36.13 Any vehicle which does not comply with paragraph 36.6 to 36.12 and 36.14 may be removed at the Owner's expense.
- 36.14 Only vehicles with current registration and insurance in force shall be allowed in the parking areas, except with special permission of the Corporation. The amount of insurance necessary will depend on the legislation and prevailing insurance regulations at the time.
- 36.15 Owners shall be permitted to change their oil in their vehicle in their respective garages. No oil changes can be done on the driveway apron.
- 36.16 Owners shall be permitted to store their vehicle "on blocks" in their respective garages. No vehicle may be stored in this manner on the driveway apron.

### **37. Cleanliness**

- 37.1 All household refuse and recycling material shall be secured in suitable containers prior to being deposited for collection.

- 37.2 Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual Owner or resident of the strata lot.

### **38. Residential Rentals**

- 38.1 Subject to By-Law 38.2 and sections 139 to 148 of the *Strata Property Act*, the number of Strata Lots that may be rented/leased within the Strata Corporation shall be limited to zero save and except those rented/leased at the date of adoption of this Bylaw (December 8th, 1988) and subsequent thereto the sale (to persons other than immediate family members) of those Strata Lots rented/leased at the date of registration of this Bylaw will negate further rental/leasing privileges by the Strata Corporation.
- 38.2 Where, in special circumstances, a strata lot Owner having been in residence for a period of not less than one (1) year wishes to rent or lease his/her strata lot for a period of one (1) year or less, the Owner may apply to the Strata Council for approval. An extension beyond one (1) year for a period not greater than six (6) months may be granted upon further application to, and approval by, the Strata Council. The Owner wishing to rent or lease his/her strata lot must make application in writing to the Strata Council or Property Manager employed by the Strata Corporation requesting permission to rent or lease, providing with the application the following information:
- a) The name, occupation, address of each tenant or person who will occupy the strata lot during the term of the proposed lease.
  - b) Where applicable, the business telephone number of the tenant or tenants.
  - c) The address and telephone number of the Owner which will apply after the commencement of the lease.
  - d) The commencement date and term of the lease.
  - e) Whether the Owner or the tenant will remit the Owner's share of common expenses to the Strata Corporation.
  - f) A completed Notice Of Tenant's Responsibilities, Form K of the *Strata Property Act*.
- 38.3 Any tenancy within the Strata Corporation may be cancelled by the Strata Council in any of the following events:
- a) In the event the tenant or tenants named by the Strata Lot Owner cease to occupy the strata lot as their principal residence, or
  - b) In the event that the Owner or tenant has failed to comply with the provisions of the Condominium Act, the Bylaws, Rules and Regulations of the Strata Corporation for a period of thirty (30) days after Notice of the non-compliance has been mailed to the Owner and the tenant by the Strata Corporation, or
  - c) In the event the approved Notice of Tenant's Responsibilities, Form K, is terminated, assigned or sublet without the Strata Council's approval.
- 38.4 Any strata lot Owner who rents or leases his/her strata lot without first obtaining Strata Council approval pursuant to Bylaw 38 shall be liable to pay to the Strata Corporation a fine in the amount of \$500.00 for each 7-day period during which the strata lot is so rented or leased.
- 38.5 For the purpose of enforcement of this Bylaw, a tenant shall be defined to include:



- i) Any person not a member of the immediate family of the Owner;
- ii) Any person owning less than 50% of the shares, which carry the right to vote, of a corporate Owner;
- iii) Any person owning less than 50% registered interest in the strata lot.

### **39. Children and Supervision**

- 39.1 Parents are responsible for the conduct of their children. Parents should ensure that their children know what behavior is unacceptable in our community.
- 39.2 Children are requested not to play on the streets.
- 39.3 All children and adults should consider the ramifications of playing on landscaped and grassed areas and conduct their play activities accordingly.
- 39.4 Parents are requested to advise their children to keep the noise level to a minimum on weekend mornings.
- 39.5 Parents are requested to exhibit extreme concern respecting proper supervision of children riding then: tricycles and bicycles around the development. Any bicycles or tricycles should be adequately equipped with reflectors and lights and children should be discouraged from riding same after hours of darkness. Please remember with the change of daylight savings time, it becomes darker in the development much earlier in the afternoon.
- 39.6 No parent, of course, has the right to give their child permission to act contrary to the Bylaws, Rules, Regulations or Policies. Council will, if necessary, take action in the form of fines or removal of privileges against parents of children who continue to be a nuisance within the development.

### **40. Security**

- 40.1 Strata lot Owners or residents are responsible for anyone they admit onto or about the common property, inclusive of agents, servants, licensees, or invitees.
- 40.2 With the objective to minimize false alarms, it is the responsibility of each resident to become familiar with the operation of any individual strata lot intruder security system.
- 40.3 The Strata Council shall form a Security Committee to provide guidelines for the security of individual strata lots as may be necessary.

### **41. Maximum Expenditure by Strata Council**

- 41.1 A Strata Council shall not, except in emergencies, authorize, without authorization by a  $\frac{3}{4}$  Vote Resolution of the Strata Corporation, an expenditure exceeding \$5,000.00 which was not set out in the annual budget of the Corporation and approved by the Owners at a general meeting.

### **42. An Owner Shall Not:**

- 42.1 Make or permit noise in or about any strata lot or the common property which, in the opinion of the Strata Council, is a nuisance or unreasonably interferes with the use and enjoyment of a strata lot or the common property by any other Owner. No instrument or other device shall be used within a lot which, in the opinion of the Strata Council, causes a disturbance or interferes with the comfort of other Owners;

hang or permit to be hung any laundry or washing on the common property or in or about the strata lot in any manner which would permit the same to be visible from the outside of the strata lot;

- 42.2 erect or hang over or outside any window or door of a strata lot or on the common property, awnings, shades or screens without the consent in writing of the Council first had and obtained. No television antenna or similar structure or appurtenances thereto shall be erected on or fastened to any unit except in connection with a common television antenna or cable system as authorized by the Strata Council;
- 42.3 do anything or permit anything to be done on the strata lot or on the common property which will or would tend to increased the risk of fire or the rate of fire insurance premiums or any other insurance premiums with respect thereto;
- 42.4 do anything or permit anything to be done by any occupier of the strata lot on the strata lot or common property that is contrary to any Statute, Ordinance, Bylaw or Regulation of any Government Authority whether Federal, Provincial, Municipal or otherwise;
- 42.5 do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
- 42.6 deposit household refuse and garbage in other than proper containers as directed by the Strata Council and the Owner shall place such containers for collection of refuse as directed by the Strata Council from time to time. Any material other than ordinary household refuse garbage shall be removed from the common property or the Owner's strata lot at the expense of or by the individual Owner;
- 42.7 erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the common property or in or about any strata lot in any manner which may make the same visible from the outside of a strata lot except a temporary notice of: 1) an "open house" to sell the strata lot when and during the time a Sales Representative is in attendance at said strata lot, or 2) an advertisement of a "Garage Sale" or other special event approved by Council. All such signage may be posted a maximum of 24 hours prior to the event and removal by the Owner immediately upon its conclusion".
- 42.8 use any part of the common property except roadways, driveways and parking areas for the parking or operation of motor-vehicles except in accordance with permission in writing from the Strata Council, provided however the sidewalks, walkways, passages, roadways, driveways and parking areas shall not be obstructed by any Owner, his/her family, guests or visitors;
- 42.9 shake mops or dusters of any kind nor throw anything out any window or door on the strata lot or on common property, nor permit anything of this kind to be done;
- 42.10 allow the strata lot to become unsanitary;  
permit any member of his/her household, guests or visitors to trespass on any property to which another Owner is entitled to exclusive occupation or use;
- 42.11 when the purpose for which a strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, use the strata lot for any other purpose or permit the same to be so used;
- 42.12 wash cars, except
  - i) in such manner as will not cause nuisance or annoyance to other Owners, and

- ii) in such place and at such time as the Strata Council may from time to time direct;
- 42.13 make or permit to be made major repairs or adjustments to motor-vehicles, trailers or boats on any property, nor shall any commercial vehicles be brought on to the property without the written consent of the Strata Council save in the course of delivery to the respective premises;
- 42.14 allow the area around his/her premises to become untidy. The Strata Council shall be at liberty to remove any rubbish or clean up the common area in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner.
- 42.15 The Strata Corporation may levy fines for contravention of the Bylaw as follows:
  - i) After one (1) written warning from Council and/or Management of the same offence regarding the same Owner(s) or offender(s), a minimum first fine will be assessed at \$200.00.
  - ii) For each complaint regarding the same offence, the same Owner(s) or offenders), after one (1) written warning and a first fine of \$200.00, a further \$200.00 may be added to each successive complaint received by Council and/or Management to a maximum of \$200.00 for each complaint thereafter.

### **43. Miscellaneous**

- 43.1 No barbeques other than those fueled by propane, natural gas, or electricity may be used. No resident shall operate his barbeque in a manner which, in the opinion of the Council, interferes with another residents enjoyment of his strata lot.
- 43.2 A resident or visitor must not hinder or restrict sidewalks and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 43.3 A resident or visitor must not wear or use inline skates and skateboards ANYWHERE on the common property of the Strata Corporation.
- 43.4 A resident must not permit any person to play or loiter on land that is a common asset.
- 43.5 Subject to bylaw 34.1, a resident or Owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the Council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 43.6 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.
- 43.7 A resident shall not permit noise to be made in or about the strata lot or on the common property which, in the opinion of the Strata Council, interferes with the quiet enjoyment by others in other strata lots or the common property.
- 43.8 A resident must minimize fire hazards. No item shall be brought onto or stored in a strata lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy. No material substances, especially burning material such as cigarettes or matches, shall be permitted to be discharged from any window, door, deck, patio or other part of a strata lot or common property.

- 43.9 A resident or visitor must not use any common property of the Strata Corporation for any play, sport or recreational activity such as soccer, hockey, badminton, volleyball and other such activities.

#### **44. Decoration and Improvement**

- 44.1 In this Bylaw, the following words shall have the following meanings:

- (a) "Act" means the Strata Property Act (S.B.C.) c.43 and amendments thereto;
- (b) "Common Asset" has the meaning ascribed to it in the Act;
- (c) "Common Property" has the meaning ascribed to 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) "Person" is inclusive of male, female, adult, child and infant as the case may be.
- (h) "Premises" means inclusively any and all strata lots, common property, limited common property and land that is a common asset.
- (i) "Strata Corporation" means the Strata Corporation formed by deposit of the Strata Plan.
- (j) "Strata Council" means the duly elected Strata Council of the Strata Corporation.
- (k) "Strata Lot" means a lot shown on the Strata Plan.
- (l) "Strata Plan" means Strata Plan NW 2671.
- (m) "Tenant" has the meaning ascribed to it in the Act.

- 44.2 No Owner, tenant or occupant shall, without the written consent of the Strata Corporation, install shades, awnings, window or balcony guards, screens, ventilators, heating or cooling units in or about the premises.

- 44.3 Except in connection with a common television antenna or cable system, no Owner, tenant or occupant shall, without the written consent of the Strata Corporation, erect or fasten a television antenna, satellite dish or similar structure or appurtenance to any part of the premises.

- 44.4 An Owner shall obtain the written approval of the Strata Council before making an alteration or addition to the premises that involves any of the following:

- (a) the structural components of the building;
- (b) the exterior of the building
- (c) chimneys, stairs, balconies or things attached to the exterior of the building;
- (d) doors, screens or windows on the exterior of the building or that front on the common property.
- (e) fences, railings or similar structures that enclose a patio, balcony or yard.
- (f) common property located within the boundaries of a strata lot;

- (g) those parts of a strata lot which the Strata Corporation is required to insure; or
- (h) common property or limited common property.

44.5 Any Owner making application to the Strata Council pursuant to Bylaw 44.4 shall provide to the Strata Council:

- (a) detailed plans and a written description of the intended alteration; and
- (b) any other materials or information reasonably requested by the Strata Council.

44.6 The Strata Corporation must not unreasonably withhold its approval under Bylaw 44.4 but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the Strata Corporation for any future costs in connection with the alteration.

44.7 The Strata Corporation may require, as a condition of its approval under Bylaw 44.4, 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 or plans approved by the Strata Council or its duly authorized representatives;
- (b) that the standard of work and materials be not less than that of the existing structures on the premises;
- (c) that all work and materials necessary for the alteration be at the sole expense of the Owner;
- (d) that the Owner receiving the benefit of an alteration to common property, limited common property or common assets 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 alterations to common property, limited common property or common assets.

44.8 An Owner shall ensure that contractors hired by him or her to work on the premises carry third party liability insurance with coverage in such amount as may be specified by the Strata Corporation, in writing.

44.9 When making alterations or additions to the premises, an Owner shall comply;

- (a) with all applicable laws and obtain all required permits; and
- (b) with the provisions of the Bylaws

44.10 It shall be the responsibility of the Owner, at the end of each day during the course of work to the premises, to clear any debris from and to clean any common property or land that is a common asset affected by the alterations to the premises

44.11 No alterations shall be performed on the premises between the hours of 9:00 p.m. and 8:00 a.m.

44.12 Where an Owner fails to comply with Bylaw 44.10, the offending Owner shall:

- (a) reimburse the Strata Corporation for any direct costs incurred as a result of such failure; and
- (b) if there is a caretaker responsible for the common property, pay to the Strata Council for delivery to the caretaker 1/25 of the weekly salary of the resident caretaker for each hour worked by the caretaker as a result of the renovation.

44.13 Where an Owner makes any alteration or addition to the premises without the written approval of the Strata Council, the Owner shall bear all expenses for restoring the premises to the condition it was in prior to the alteration or addition.

**45. Barbecue & Other Heat Sources**

45.1 No Owner, tenant or occupant shall use a barbecue or other heat source on the premises unless the barbecue or heat source is:

- (a) kept five feet away from the exterior of the premises when in use;
- (b) in proper working order; and
- (c) only used between the hours of 11:00 a.m. to 11:00 p.m.