

LAKEBRIDGE

STRATA CORPORATION

LMS 3144

BYLAWS

ADOPTED NOVEMBER 24, 2008
AMENDED JANUARY 18, 2016

BYLAWS – LMS 3144
LAKEBRIDGE TOWN HOMES
Adopted November 24, 2008
Amended January 18, 2016

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DEFINITIONS FOR THE PURPOSE OF THESE BYLAWS:

Act or Strata Act means Strata Property Amendment Act of 1999.

A.G.M. or Annual General Meeting means a meeting of Owners to be held every 12 months but no later than 14 months.

Balconies means, LCP, on upper floor defined in the Strata Plan.

Buildings means the structure that covers or surrounds the Strata Lot and LCP or CP.

Common Assets means personal property held by or on behalf of a Strata Corporation.

Common Facility means the Amenity Centre, the Mailroom, and the Fountain.

Contingency Reserve Fund means a fund for common expenses that usually occur less often than once a year or that does not usually occur.

Contravention means to go against the intent and application of the bylaws and rules.

CP, or Common Property, means that part of the land and buildings shown on a Strata Plan that is not part of a Strata Lot---pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services.

Domestic Pet means cat or dog.

Driveway means LCP parking space.

Driveway Apron means the area between the garage door and the beginning of the curb.

Family means spouse or partner of the owner, parent or child of the owner, or a parent or child of the spouse or partner of the owner.

Form K means Tenant Undertaking, registration of the Tenant.

Garage means Strata Lot, including but not limited to, two vehicle parking spaces.

Guest means visitor.

Improvement to a Strata Lot means upgrades to a Strata Lot that are not insured by the Strata Corporation.

Insurance means the Policy the Strata Corporation carries to cover loss.

LCP or Limited Common Property means common property designated for the exclusive use of the Owners.

Occupant means a person, other than the owner, who occupies a Strata Lot.

Owner means a person shown in the register of a land title office as the owner of a freehold estate in a strata lot.

Parking Space means the LCP driveway, the area within the garage, or guest parking.

Passages means CP walkways that extend to the border of the property.

Patio means LCP exclusive use to a Strata Lot.

Property Manager means the Strata Property Agent.

Roadways means CP curbed roadways which must be kept clear.

Sidewalk means CP sidewalk.

S.G.M. or Special General Meeting means a meeting of owners other than the Annual General Meeting.

Strata Corporation means the legal entity of LMS 3144, as registered at the Land Titles office.

Strata Lot means a lot shown on a Strata Plan.

Strata Plan means the surveyed plan registered at Land Titles office indicating location and/or placement of buildings, strata lots, LCP and CP.

Tenant(s) means person(s) who rents or leases from Owner.

Visitor means guest, agent, or employee of an Owner.

Walkway means CP sidewalk.

The Strata Property Act states:

Bylaws may provide for the control, management, maintenance, use and employment of the strata lots, common property and common assets of the Strata Corporation and for the administration of the Strata Corporation.

The Strata Corporation may make Rules governing the use, safety, and condition of the common property and common assets.

As for any community, Rules must be established to ensure the rights of individuals are protected consistent with the best interests of the community. Bylaws and their administration must be fair to all residents and stand the tests of transparency, common sense and consistency while being capable of enforcement. The objective is to reflect the culture and wishes of the residents to reside in a community that values co-operation, understanding, tolerance and consideration for others.

This document incorporates the relevant clauses of the Strata Property Act, 1998 and Strata Property Amendment Act, 1999 which regulate the functioning of Strata Corporations and stand as the legislation controlling all aspects of Strata management and Owner participation.

STRATA PLAN LMS 3144
LAKEBRIDGE
BYLAWS
ADOPTED NOVEMBER 24, 2008
Schedule of Standard Bylaws

DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS, GUESTS

1. Payment of Strata Fees

- (A) Strata fees are due on or before the first day of the month to which the strata fees relate.
- (B) Payment later than the 15th of each month shall be subject to a \$25.00 fine. The Strata Council may impose fines, up to the maximum level permitted by bylaw 27, for every subsequent month the owner is in arrears, regardless of the amount, until the arrears are brought current.
- (C) Payments made during a period of being in arrears will be considered applied to the oldest payable.
- (D) Strata Council may, upon appeal by an owner assess a fine, waive the application of all or part of fines for reasons of extenuating circumstances.
- (E) Special Levies are due and payable upon passage at an Annual or Special General Meeting unless the language of the resolution stipulates alternate payment date(s). The Strata Corporation may fine owners for unpaid levies up to the maximum levels stipulated by by-law 27.

2. Repair and Maintenance of Property by Owners

- (A) An owner must repair and maintain the owner's strata lot, including improvements, except for the repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (B) It is the owner's responsibility to repair and maintain LCP which is for the owner's exclusive use, i.e., patio and balcony.
- (C) It is the owner's responsibility to maintain and repair:
 - (i) any attached hardware on doors and windows, weather-stripping for doors, and rollers in sliding glass doors that fail over time;
 - (ii) garage doors, including all moving parts, garage door openers and remote controls.

3. Use of Property

- (A) An owner, tenant, occupant or guest, must not use a strata lot, the common property or common assets in a way that:
 - (i) causes a nuisance or hazard to another person;
 - (ii) causes unreasonable noise;
 - (iii) unreasonably interferes with the rights of other persons to use and enjoy the common

- property, common assets or another strata lot;
 - (iv) is illegal; or
 - (v) is contrary to a purpose for which the strata lot or common property is intended.
- (B) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the CP, LCP, common assets or those parts of a strata lot which the Strata Corporation is responsible to repair and maintain under these bylaws, or insure under Section 149 of the Act.
- (C) An owner, tenant, or occupant must abide by the following:
 - (i) an owner shall not hang or permit to be hung any laundry on the CP 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;
 - (ii) an owner must not keep household garbage containers and recycling bins stored outside the strata lot or on CP visible from the roadway. Containers shall be placed on the curb for pickup, no earlier than the evening prior to the scheduled pickup day and the empty containers shall be removed out of sight by the end of the scheduled pickup day;
 - (iii) an owner shall not erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the CP or in or about any strata lot, in any manner which may make the same visible from the outside of the strata lot, except:
 - a. Real Estate signs or signs advertising a strata lot for sale, which shall be placed on the owner's strata lot that is for sale;
 - b. Such Real Estate sign must be an acceptable standard residential Real Estate sign, as approved by Strata Council.
- (D) An owner must keep the area around his/her premises in a neat and tidy condition. The Strata Council shall be at liberty to remove any rubbish, or clean up the CP in close proximity to an owner's premises to its satisfaction and charge the expense to the owner.
- (E) An owner must keep garden hoses stored in a tidy manner at the rear of the strata lot, or stored inside the garage.
- (F) Christmas lights shall be permitted between November 15th and January 31st only, and shall not be attached in any way to the vinyl siding or in a manner so as to damage the building's structure, pursuant to the Strata rules and regulations.

4. Pets

- (A) An owner or occupant shall be entitled to keep two (2), but not more than two (2), domestic pets in a Strata Lot. An owner or occupant that keeps a pet must comply with these bylaws and any rules enacted by the Strata Council on behalf of the Strata Corporation pursuant to Bylaw 4 with respect to the keeping of pets.
- (B) An owner of a dog shall attach a collar to the pet with a tag identifying the owner.
- (C) An owner or occupant must keep a dog on a leash while on common property, or unless confined by a fence approved by Strata Council.
- (D) An owner of a dog shall not permit the dog to defecate on the common property, and if any dog does defecate on the CP, the owner shall immediately and completely remove all of the dog's waste from the CP and dispose of it in a waste container or by some other

sanitary means.

- (E) An owner or occupant must remove all dog waste from his/her backyard on a daily basis.
- (F) An owner or occupant whose guest brings a pet onto the CP, shall ensure that the guest complies with all requirements of these bylaws as they relate to pets and shall perform all of the duties and obligations with respect to that pet as set out in these bylaws.
- (G) No owner or occupant shall permit his/her pet to interfere with any other person, pet, or object. No owner is to permit such pet to disturb any other owner or occupant with uncontrolled barking or howling.
- (H) Vicious pets, as defined by the pet by-laws of the City of Surrey, are not permitted.
- (I) If any owner or occupant violates any provision of this Section 4 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 or occupant, cause such owner or occupant to have the pet removed from the strata lot within thirty days of receiving such notice.

5. Inform Strata Corporation

- (A) Within two weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, Strata Lot number, mailing address and phone number outside the Strata Plan, if any.
- (B) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name and phone number.

6. Altering Exterior Appearance

- (A) 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:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies or other attachments to the exterior of a building;
 - (iv) doors, windows, skylights, storm/screen doors on the exterior of a building;
 - (v) patios;
 - (vi) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (vii) awnings, shades, or canopies;
 - (viii) television antennae, satellite dishes or similar structures, except in connection with a common television antenna or cable system as authorized by Council;
 - (ix) air conditioners or heat pumps;
 - (x) greenhouses and arbors, storage sheds or fixed playground equipment;
 - (xi) common property located within the boundaries of a strata lot;
 - (xii) those parts of the strata lot which the Strata Corporation must insure under Section 149 of the Act.
- (B) Upon receiving a written request for alteration or addition to a strata lot, the Strata Corporation will poll adjacent neighbors for their opinions before making a decision.
- (C) The Strata Corporation must not unreasonably withhold its approval under subsection (A),

but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expense relating to the alteration, including repair, maintenance and liability of same.

- (D) Any alteration (including painting of the patio or fence) or addition made by an owner without such approval, may be restored or removed by the Strata Council or its duly authorized representative(s). The cost incurred by the Strata Corporation as a result thereof, shall be paid by such owner to the Strata Corporation.

7. Insurance

- (A) The owner of a strata lot shall be obligated to pay to the Strata Corporation upon demand, the amount of any insurance deductible paid by the Strata Corporation in relation to any claim made under or against the Strata Corporation's insurance policy, the cause of which claim the owner, a tenant, an occupant of that owner's strata lot or their guest are responsible for, or the source, of the damage giving rise to the claim originated in that owner's strata lot.
- (B) If an owner makes an insurance claim under the Strata Corporation's insurance policy in relation to any portion of that owner's strata lot which the Strata Corporation is required to insure for which the owner, a tenant, an occupant of that owner's strata lot is responsible for the damage which gave rise to the claim, the owner shall pay directly any deductible related to such claim.
- (C) The Strata Corporation, subject to the terms of the Strata Property Act and these bylaws, shall recover from an owner or tenant (as the case may be) the costs to repair any physical damage to the CP, LCP, common facilities or those portions of a strata lot which the Strata Corporation is required to repair and which is not covered by the Strata Corporation's insurance policy for which the owner, a tenant, an occupant of the strata lot or their guest is responsible or the source of which originated in that strata lot. The Strata Corporation may choose to seek recovery (including suing) from only the owner of a strata lot in relation to damage caused by a tenant or occupant of that strata lot or their guest. Nothing in this section shall act to restrict the rights of the Strata Corporation pursuant to the Strata Property Act.
- (D) The owner of a strata lot shall be obligated to pay to another owner the costs (including any insurance deductible) to repair any damage to that other owner's strata lot for which the owner, a tenant, an occupant of the strata lot or their guest is responsible or the source of which originated in the owner's strata lot.

8. Inspection of Strata Lots for Bylaw Compliance

- (A) An owner, tenant, occupant or guest must allow a person authorized by the Strata Corporation to enter the strata lot in an emergency, without notice, to ensure safety or prevent significant loss or damage.
- (B) An owner, tenant, occupant or guest must allow a person authorized by the Strata Corporation to enter the strata lot at a reasonable time, on 48 hours written notice, to inspect, repair, or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under the Strata Act.

- (C) Written notice of entry must include the date, an approximate time of entry and the reason for entry.

9. Occupancy of Strata Lot

- (A) An owner shall not permit the strata lot to be used for any purpose other than as a private dwelling house for one family.
- (B) An owner shall not permit the strata lot to be occupied as a place of residence by more than seven persons (whether adult or minor) without the consent in writing of the Strata Council.

10. Clubhouse/Amenities Center

- (A) The clubhouse is available to all owners for their non-exclusive use and enjoyment during the posted hours, except when reserved for a private function.
- (B) The clubhouse must be left clean and tidy, and owners will be responsible for any damage they cause to the premises and its contents.
- (C) Anyone using the clubhouse must abide by the posted rules and regulations. Any contravention of these rules and regulations, will constitute a contravention of these bylaws and thereby be subject to applicable fines and/or restriction of privileges.
- (D) Owners wishing to use the clubhouse exclusively for their private functions, are required to make a request to the Strata Council member in charge of the clubhouse, at least one week in advance. Should there be an urgent need to use the clubhouse, one day's notice is sufficient, provided there is not already a standing reservation for the date required.
- (E) A damage/cleaning deposit as set out in the clubhouse rules and regulations is required at time of booking the clubhouse, and will be refunded after use, provided the clubhouse is left clean and tidy and no damage has been done to the premises or its contents and equipment.
- (F) A rental fee as set out in the clubhouse rules and regulations is charged for each private function and must be paid when the event is booked.
- (G) A rental fee as set out in the clubhouse rules and regulations is charged for anyone requiring use of the facilities for a business/commercial purpose, and is subject to the same terms and conditions as specified above.
 - (i) This rental fee will not apply to non-profit organizations.
- (H) Guests under 19 years of age must be supervised by an adult owner.
- (I) No pets are allowed in the Amenities Center, including the Mailroom, at any time.
- (J) No smoking is allowed in the Amenities Center, including the Mailroom.

DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION

11. Repair and Maintenance

- (A) The Strata Corporation unless previously agreed in writing, must repair and

maintain all of the following:

- (i) common assets of the Strata Corporation;
 - (ii) common property that has not been designated as LCP;
 - (iii) Limited Common Property, but the duty to repair and maintain is restricted to repair and maintenance that in the ordinary course of events, occurs less often than once a year, and the following, no matter how often the repair or maintenance ordinarily occurs:
 - a) the structure of a building;
 - b) the exterior of a building;
 - c) chimneys, stairs, balconies and other things attached to the exterior;
 - d) the casings, frames and sills of doors and windows, and the doors and windows on the exterior;
 - e) fences, gates, railings, and similar structures enclosing patios, balconies, and yards.
- (B) Doors, windows, casings, frames, sills, and window seals damaged due to owner neglect, accident or negligence, are fully the responsibility of the owner to repair and/or replace.

12. Other Duties

- (A) The Strata Corporation must on the written request of an owner or mortgagee of a strata lot, produce to him or her the insurance policies effected by the Corporation and the receipts for the last premiums.
- (B) The Strata Corporation may do one or more of the following:
 - (i) purchase, hire or otherwise acquire personal property for the use by owners in connection with their enjoyment of common property, common facilities, or other assets of the Corporation;
 - (ii) borrow money required by it in the performance of its duties or the exercise of its powers;
 - (iii) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage or unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
 - (iv) invest as it may determine in separate accounts, money in the fund for administrative expenses, or in the contingency reserve fund;
 - (v) make an agreement with an owner or occupant of a strata lot for the provision of amenities or services by it to the strata lot owner or occupant;
 - (vi) grant an owner the right to exclusive use and enjoyment of CP, or special privileges for them, the grant to be determinable on reasonable notice, unless the Strata Corporation by unanimous resolution otherwise resolves;
 - (vii) designate an area as LCP and specify the strata lots that are to have use of the LCP;
 - (viii) make rules it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the CP, common facilities or other assets of the Corporation;
 - (ix) do all things necessary for the enforcement of the bylaws and the rules of the Strata Corporation, and for the control, management and administration of

the CP, common facilities or other assets of the Strata Corporation, generally including removing privileges in the use of certain facilities, or setting and collecting fines for contravention of the bylaws and the rules;

- (x) subject to this Act, determine the levy for the contingency reserve fund, which must be not less than 10% of the total annual budget, until the reserve reaches an amount equal to or greater than 25% of the annual general budget, after which annual contributions may be determined by the Strata Council with approval of the AGM.

DIVISION 3 – STRATA COUNCIL

13. Strata Council Size

- (A) There shall be a minimum of five and a maximum number of seven positions that shall be filled by election at an AGM and this shall not be reduced except by approval of a $\frac{3}{4}$ vote at an AGM or SGM.

14. Strata Council Members Terms

- (A) The term of office of a Strata Council member shall be for one year, ending at the AGM at which the new Strata Council is elected. A person whose term as Strata Council member is ending, is eligible for re-election.

15. Removing Strata Council Member

- (A) The Strata Corporation may, by a resolution passed by a majority vote at an AGM, remove one or more Strata Council members.
- (B) After removing one or more Strata Council members, the Strata Corporation must hold an election at the same AGM or SGM to replace the Strata Council member(s) for the remainder of the term.
- (C) No person may stand for Strata Council or continue to be on Strata Council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under the Strata Act.

16. Replacing Strata Council Member

- (A) If a Strata Council member resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term. A replacement Strata Council member may be appointed from any person eligible to sit on the Strata Council.
- (B) If all the members of the Strata Council resign or are unwilling or unable to act for a period of two or more months, persons holding at least 25% of the Strata Corporation's votes, may hold a SGM to elect a new Strata Council by complying with the provisions of the Act, the Regulations and the Bylaws respecting the calling and holding of meetings.

17. Officers

- (A) At the first meeting of the Strata Council held after each AGM of the Strata Corporation,

the Strata Council must elect, from among its members, a president, a vice president, a secretary, and a treasurer.

- (B) A person may hold more than one office at a time, other than the office of president or vice president.
- (C) The vice president has the power and duties of the president while the president is absent or unwilling or unable to act, or for the remainder of the president's term if the president ceases to hold office.
- (D) If an officer other than the president is unwilling or unable to act for a period of two or more months, the Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.

18. Calling Strata Council Meetings

- (A) Any Strata Council member may call a Strata Council meeting by giving the other Strata Council members at least one week's notice of the meeting, specifying the reason for calling the meeting
 - (i) The notice does not have to be in writing, but may be by electronic means.
 - (ii) A Strata Council meeting may be held on less than one week's notice if:
 - a) all Strata Council members consent in advance of the meeting, or
 - b) the meeting is required to deal with an emergency situation, and all Strata Council members either consent in advance to the meeting, or are unavailable to provide consent after reasonable attempts to contact them.

19. Requisition of Strata Council Hearing

- (A) An owner or tenant may request a hearing at a Strata Council meeting by applying in writing, stating the reason for the request.
 - (i) If a hearing is requested, the Strata Council must hold a meeting to hear the applicant within one month of the request.
 - (ii) If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council must give the applicant a written decision within one week of the hearing.

20. Quorum of Strata Council

- (A) A quorum of Strata Council is four members, unless the Strata Council has been reduced in size from seven members by an AGM or SGM, in which case a quorum is half of the Strata Council plus one member.
- (B) Strata Council members must be present in person at the Strata Council meeting to be counted in establishing a quorum.

21. Voting at Strata Council Meetings

- (A) At Strata Council meetings, decisions must be made by a majority of Strata Council members present in person at the meeting. If there is a tie vote at a Strata Council meeting, the president may break the tie by casting a second, deciding vote.

22. Strata Council to Inform Owners of Minutes

- (A) The Strata Council must inform owners of the minutes of all Strata Council meetings

- within two weeks of the meeting, whether or not the minutes have been approved.
- (B) The results of all votes at a Strata Council meeting must be recorded in the Strata Council meeting minutes.

23. Delegation of Strata Council's Powers and Duties

- (A) Subject to subsections (i) and (iii), the Strata Council may delegate some or all of its powers and duties to one or more Strata Council members or persons who are not members of the Strata Council, and may revoke the delegation.
- (i) The Strata Council may delegate its spending power 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 (iii).
- (ii) A delegation of a general authority to make expenditures must
- a) set a maximum amount that may be spent, and
 - b) indicate the purpose for which, or the conditions under which, the money may be spent.
- (iii) The Strata Council may not delegate its powers to determine, based on the facts of a particular case,
- a) whether or not a person has contravened a bylaw or rule,
 - b) whether or not a person should be fined, and the amount of the fine, or
 - c) whether or not a person should be denied access to a recreational facility.

24. Spending Restrictions

- (A) 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, except that a Strata Council member may spend the Strata Corporation's money to repair or replace CP, LCP, or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

25. Limitation on Liability of Strata Council Member

- (A) A Strata 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 of any duty of the Strata Council. This does not affect a Strata Council member's liability, as an owner, for a judgment against the Strata Corporation.

26. Strata Council Duties

- (A) The Strata Council must keep, in one location, or in the possession of the Strata Management Company and must make available for viewing on request of an Owner or a person authorized by them (plus a printing/copying charge, at the expense of the owner, no higher than permitted under the Strata Property Act Regulations should they request printed copies) all of the following documents:
- (i) the bylaws and changes in the bylaws;

- (ii) a copy of special or unanimous resolutions;
 - (iii) a copy of all legal agreements to which the Strata Corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licenses, easements, or rights of way;
 - (iv) a register of the members of Strata Council;
 - (v) a register of the strata lot owners, setting out the strata lot number, the name of the owner, the unit entitlement, the name and address of any mortgagee who has notified the Strata Corporation;
 - (vi) the annual budget for each year;
 - (vii) the minutes of all general meetings and of all strata council meetings.
- (B) A Strata Council must do all of the following:
- (i) keep minutes of its proceedings;
 - (ii) cause minutes to be kept of all general meetings;
 - (iii) keep proper books of account in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditures take place;
 - (iv) prepare proper accounts relating to all money of the Strata Corporation, and the income and expenditure of it, for each AGM;
 - (v) upon application of an owner or mortgagee (or a person authorized in writing to him or her), make the books of account available for inspection at all reasonable times.

27. Penalties

- (A) The Strata Corporation may fine an owner a maximum of
 - (i) \$200 for each contravention of a bylaw, and
 - (ii) \$50 for each contravention of a rule.
- (B) The Strata Corporation may impose a fine on an owner for continuing contravention of a bylaw or rule every 7 days.

DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS

28. Quorum

- (A) A quorum consists of 1/3 of the eligible voters of the Strata Corporation. Voters must be present in person or by proxy. One vote per strata lot is permitted.
- (B) If within 15 minutes of the time appointed for an AGM or SGM, a quorum is not present, the eligible voters present in person or by proxy shall constitute a quorum.

29. Person to Chair Meeting

- (A) Annual and Special General Meetings must be chaired by the president of the strata council.
 - (i) If the president of the Strata Council is unwilling or unable to act, the meeting must be chaired by the vice president of the Strata Council.
 - (ii) If neither the president nor the vice president of the Strata Council chairs the

meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons present at the meeting.

30. Participation by other than Eligible Voters

- (A) Tenants and occupants may attend AGMs and SGMs, whether or not they are eligible to vote.
 - (i) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at a meeting, but only if permitted to do so by the chair of the meeting.
 - (ii) 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 at the meeting.

31. Voting

- (A) At an AGM or SGM, voting cards must be issued to eligible voters.
 - (i) A vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
 - (ii) If a precise count is requested, the chair must decide whether it will be by a show of voting cards or by roll call, secret ballot, or some other method.
 - (iii) 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.
 - (iv) If there is a tie vote, 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 and deciding vote.
 - (v) An election of Strata Council or any other vote, must be held by secret ballot if the secret ballot is requested by an eligible voter.
 - (vi) Proxy votes will be permitted by absentee eligible voters, pursuant to Section 56 of the Strata Property Act.

32. Order of Business

- (A) The order of business at AGMs and SGMs is as follows:
 - (i) certify proxies and corporate representatives and issue voting cards;
 - (ii) determine that there is a quorum;
 - (iii) elect a person to chair the meeting, if necessary;
 - (iv) present to the meeting proof of notice of meeting or waiver notice;
 - (v) approve the agenda;
 - (vi) approve minutes from the last AGM or SGM;
 - (vii) deal with unfinished business;
 - (viii) receive reports of Strata Council activities and decisions since the previous AGM, including reports of committees, if the meeting is an AGM;
 - (ix) consider special resolutions, if any;
 - (x) ratify any new rules or bylaws made by the Strata Corporation under Section 125 of the Act;
 - (xi) report on insurance coverage in accordance with Section 154 of the Act, if the meeting is an AGM;

- (xii) approve the budget for the coming year in accordance with Section 103 or the Act, if the meeting is an AGM;
- (xiii) elect a Strata Council, if the meeting is an AGM
- (xiv) deal with new business;
- (xv) terminate the meeting.

DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION

33. Voluntary Dispute Resolution

- (A) A dispute among owners, the Strata Corporation, or the Strata Council or any combination of them may be referred to a dispute resolution committee by a party to the dispute, if:
 - (i) all the parties to the dispute consent, and
 - (ii) the dispute involves the Strata Act, the regulations, the bylaws, or the rules.
- (B) A dispute resolution committee consists of:
 - (i) 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 person nominated by the disputing parties and one member of Strata Council, or
 - (ii) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (C) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 – MISCELLANEOUS BYLAWS

34. Small Claims Actions

- (A) Notwithstanding any provision of the Strata Act, the Strata Corporation may proceed under the Small Claims Act (B.C.) 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 $\frac{3}{4}$ vote.

35. Use of Patios and Balconies

- (A) An owner shall not use his/her patio for storage or for hanging laundry or other items not specifically permitted by strata council. Only patio furniture, free-standing barbecues and reasonable household items, may be located on patios or balconies. Placement of potted flowers and shrubs is permitted on patios, balconies, walkways, and driveways.
- (B) An owner or occupant must not affix any indoor-outdoor carpeting on a patio or balcony.

36. Vehicles and Parking

- (A) Owners, occupants, and guests will use the interior roadways, driveways, and

parking areas only in compliance with these bylaws. Owners and occupants may not use guest parking overnight without Strata Council permission.

- (B) 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, i.e., no vehicle will park on a roadway.
- (C) No vehicle exceeding 4000 kg. (GVW) shall be parked or brought onto the CP without consent of the strata council, except when used in delivery, removal, or providing a service to the premises.
- (D) The parking of any type of recreational vehicle on CP or LCP, by an owner or occupant (for up to 72 hours), is permitted for the purposes of loading and unloading. (A recreational vehicle is defined as any motor home, travel trailer, camper, or boat on a trailer.)
- (E) Residents shall advise their guests to park their vehicles only in areas designated as Guest Parking. Guest parking is limited to 48 hours without written permission from Council.
- (F) Garages shall not be leased or rented to a non-resident.
- (G) Owners will be responsible for the clean up of oil spills on CP and LCP.
- (H) A maximum speed of **30km/h** shall apply within the CP.
- (I) Strata Council may from time to time by resolution, prescribe rules regarding the use and parking of vehicles within the Strata Plan.

37. Storage

- (A) Any owner or occupant who leaves any item anywhere on or in the CP or LCP, does so at his or her own risk. The owner or occupant is subject to any claim that may be made under any insurance policy maintained by the Strata Corporation by anyone that is insured under that policy.
- (B) An owner or occupant shall not use any part of the CP or LCP for storage without the written consent of the Strata Council.

38. Acquisition or Disposition of Clubhouse Property

- (A) The Strata Council may purchase, lease, or otherwise acquire, property for the use or benefit of the owners and may sell or otherwise dispose of such property for any amount approved in the annual budget for the Strata Corporation, but otherwise only if approved by a resolution passed by a $\frac{3}{4}$ vote at an AGM of SGM, if the property has a market value of more than \$1,000.

Rental Restrictions

- 39. (A) Except as provided in Sections 142, 143 and 144 of the Act, or as permitted under these bylaws, rental of strata lots is prohibited.
- (B) Applications to rent under the provisions of Section 144 of the Act must be made to Council in writing and state the reason the owner thinks an exemption should be made and whether the owner wishes a hearing. All supporting documents must be included with the application.

- (C) All approved applications granted under Section 144 of the Act will be for a set period of time which cannot in any circumstances exceed one (1) year.
- (D) An owner who fails to submit a signed "Notice of Tenant's Responsibility Form", (Form "K"), within two (2) weeks of the date of renting a residential strata lot shall be subject to a fine in the amount of Two Hundred dollars (\$200.00) for every month or part thereof that the strata lot is rented and the Strata Corporation is not in receipt of a signed Form "K".
- (E) Except as provided in Section 31 (4) above an owner who rents or sublets a strata lot contrary to this Bylaw shall be subject to a fine of Five Hundred dollars (\$500.00). If the contravention continues, the fines may be applied every seven days.
- (F) Fines levied under this bylaw shall be due and payable by the owner of the strata lot on the same day of the following month on which strata fees are payable.
- (G) Any original Purchaser from the Developer, and the Developer, are "grandfathered" and may rent their unit at anytime for any length of time provided the lease is thirty days or more. Subject to the provisions of this bylaw strata lots shall be owner-occupied only, with the following considerations and exceptions:
- 1) at any given time up to 2 strata lots may be leased for terms of not less than one year, and the procedure to be followed by the strata corporation in administering this limit will be as follows:
 - i. any owner who has had title to a strata lot for at least one year and who wishes to rent a strata lot must make an application in writing to the council;
 - ii. approvals will be granted by the council on a first come basis in the order of the date such applications are received by the council;
 - iii. the council will not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot except as set out in this bylaw;
 - iv. the council will consider each application upon receipt and will respond to each application in writing within one week of receipt;
 - v. the council will keep a list of owners who wish to rent their strata lot and the priority of their application, and will advise each owner as soon as their application can be accepted;

- vi. upon acceptance of an application to rent, an owner must enter into a lease of a strata lot within six months (6) from acceptance by the council of such owner's application or the acceptance will be automatically revoked and the council will be entitled to advise the owner next following on the list that its application to rent a strata lot has been approved; and
 - vii. an owner may continue to lease his or her strata lot until the earlier of the date such owner moves into the strata lot to take occupancy or the date the strata lot is sold by the owner to a third party.
- 2) Notwithstanding paragraph (a), where cases of hardship arise, the owner may make a written request to the council for permission to rent a strata lot for a limited period of time, and where the council has been provided with evidence that hardship will result if limited rental approval is not given, the council shall not unreasonably withhold permission for limited rental;
- 3) this bylaw does not apply to prevent the rental of a strata lot to a member of the "family" of an owner, meaning:
- i. the spouse of the owner;
 - ii. a parent or child of the owner; or
 - iii. a parent or child of the spouse of the owner,
 - iv. where "spouse of the 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;
- 4) where an owner has leased a strata lot to a tenant pursuant to a tenancy agreement entered into before this bylaw was passed, this bylaw does not apply to such strata lot until the later of:
- (i) one year after the tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy the strata lot as a tenant; and
 - (ii) one year after the bylaw has been passed; and
- (5) the strata corporation may impose a fine of up to \$500 for a contravention of this entire bylaw, and may impose such fine for a continuing contravention every seven days.

- (6) The Strata Corporation will not permit short term rental programs such as Air BnB, VRBO, Home Away or other similar vacation rental programs that are done for financial gain. Such occupancy is not permitted.

40. General

- (A) No owner shall do any act which causes damage or injury to any tree or the root structure of any tree, or cut down, top or trim any tree on any part of the CP, without the prior written approval of the Strata Council. In considering whether or not to give its approval under this bylaw, the Strata Council shall have regard for the desirability of maintaining the CP and shall also have regard for the protection of persons and property from injury or damage by wind fallen trees.
 - (i) Should an owner, tenant, occupant or guest contravene this bylaw, the owner shall be responsible for the cost of repair and/or a fine of up to \$200.00 per tree.
- (B) Children under 16 years must be supervised by an adult owner in the vicinity of the fountain. Owners or occupants, or tenants or guests of owners of a strata lot, are solely responsible for the supervision and safety of children in the vicinity of the fountain.