

**THOM CREEK RANCH - LMS 3674
CONSOLIDATED BYLAWS
2018**

1 PAYMENT OF STRATA FEES

- 1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.2 If an owner is late paying his or her strata fees, the owner must pay to the Strata Corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- 1.3 Strata fees not received by the 10th of the month in question may be subject to a fine of \$50.00.
- 1.4 When arrears aggregate two (2) months strata payments a lien may be placed on the strata lot involved, at the owners expense, for the total moneys due including all legal and other expenses.

2 REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

(Amended at the Annual General Meeting held on October 19, 2010)

- 2.1
 - a) 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.
 - b) An owner is responsible to keep such articles as dishwashers, washing machines, dryers, kitchen and bathroom faucets and drains, toilets, and other fixtures and appliances in good condition, and shall be responsible for loss or damage caused as a result of the failure, breakage, or malfunction of the said articles and appliances.
- 2.2
 - a) 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.
 - b) Despite Bylaw 8.1(c), an owner is responsible for the day-to-day maintenance of limited common property designated for the owner's exclusive use (including garages, balconies and patios).

3 **USE OF PROPERTY**

- 3.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that;
- a) causes a nuisance or hazard to another person,
 - b) causes unreasonable noise,
 - c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - d) is illegal, or
 - e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 3.2 An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to 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*. If the damage is caused by careless, negligent or inattentive acts and the damage so caused gives rise to a valid claim under the Strata Corporations' insurance policy, the deductible of the Strata Corporations' policy relative to the loss shall be paid by the individual strata lot owner.
- 3.3 An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on common property or on land that is a common asset.
- 3.4 A pet owner shall be responsible for the immediate removal of the pet's solid waste from common property, and pet urine should be rinsed with water to dilute. In the event that grass or other plants have been damaged by soiling or digging by a pet, the owner(s) shall be responsible for the cost to replace the turf or plants as directed by the Strata Council.
- 3.5 An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following;
- a) a reasonable number of small caged animals,
 - b) up to two dogs or two cats or one of each, and
 - c) any deviation from the above must receive prior written approval from the Strata Council.
- 3.6 An owner, tenant or occupant must not;
- a) use a strata lot for any purpose which involves undue traffic noise in or about the strata lot or common property between the hours of 10:30 PM and 7:00 AM or that encourages loitering by persons in or about the strata lot or common property,

- b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any owner, tenant or occupant,
- c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, common property or limited common property such that it causes a disturbance or interferes with the comfort of any owner, tenant or occupant,
- d) use a barbecue, hibachi or other cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the Strata Council from time to time,
- e) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from any balcony of any strata lot,
- f) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof,
- g) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of domestic water,
- h) allow a strata lot to become unsanitary or a source of odor,
- i) install bird nesting boxes, bird houses, feed pigeons, gulls or other birds, (excluding hummingbirds), squirrels, rodents or other animals from a strata lot or anywhere on the common property or any limited common property, but shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot,
- j) install any window coverings visible from the exterior of his strata lot that are not ivory, off white or a neutral white in color,
- k) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building,
- l) use or install in or about a strata lot any shades, awnings, window or balcony guards, screens, screen doors, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council,
- m) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto, except those installations approved in writing by the Strata Council,
- n) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot,

- o) place any indoor-outdoor carpeting on any deck, balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, barbecues, summer furniture and accessories nor install any hanging plants or baskets or other hanging items to a railing,
 - p) give any keys, combinations, security cards or other means of access to the strata property or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws, and
 - q) use a balcony or patio for storage.
- 3.7 An owner, tenant or occupant must not put garbage or recycling out for curbside pick-up except on the designated pick-up day.

4 INFORM STRATA CORPORATION

- 4.1 Within two weeks of becoming a strata owner, an owner must inform the Strata Corporation of the owners' name, strata lot number and mailing address outside the strata plan, if any.
- 4.2 On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.

5 OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT

- 5.1 An owner must obtain the written approval of the Strata Council before making an alteration to a strata lot that involves any of the following;
- a) the structure of a building,
 - b) the exterior of a building,
 - c) chimneys, stairs, balconies or other things attached to the exterior of a building,
 - d) doors, windows or skylights (including the casings, the frames and the sills of doors, windows and skylights) on the exterior of a building, or that front on common property (i.e. Including for example, adding security devices to the entrance door(s) to a strata lot),
 - e) fences, railings or similar structures that enclose a patio, balcony or yard,
 - f) common property located within the boundaries of a strata lot, and
 - g) those parts of the strata lot, which the Strata Corporation must insure under, section 149 of the *Act*.
- 5.2 The Strata Council must not unreasonably withhold its approval under subsection 5.1, but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.

- 5.3 An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which will alter the exterior appearance of the building, without prior written approval of the Strata Council.

6 OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY

- 6.1 An owner must obtain the written approval of the Strata Council before making an alteration to common property, including limited common property, or common assets.
- 6.2 An owner shall not install, or cause to have installed, any device or object of any kind that penetrates the building envelope, without first obtaining written consent from the Strata Council. Requests for permission to install must be made in writing and include a full description of the device or object and be accompanied by a sketch showing the location.
- 6.3 Satellite dishes are restricted to the area immediately under the overhang of the highest roof peak at either the front or the back of the house. All cabling to the satellite dish is to be run through the attic or house interior and shall not be visible, except for connection purposes, in the immediate vicinity of the satellite dish. All penetrations of the building envelope must be properly caulked and sealed.
- 6.4 Installation requirements for other devices or structures, not specifically mentioned, will be handled by Council as required.
- 6.5 The Strata Corporation may require, as a condition of its approval, that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

7 INSPECTION OF STRATA LOTS FOR BYLAW COMPLIANCE

- 7.1 An owner, tenant, occupant or visitor must allow a person authorized by the Strata Council to enter the strata lot;
- a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - b) at a reasonable time, on 48 hour's notice;
 - i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under the *Act*, and
 - ii) to insure compliance with the *Act* and these bylaws.

8 REPAIR AND MAINTENANCE OF EXTERIOR DOORS, WINDOWS AND SKYLIGHTS

- 8.1 The Strata Corporation must repair and maintain all of the following with the exception of all items that required Strata Corporation approval or were not standard items provided by the builder;
- 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 is restricted to;
 - i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - ii) the following no matter how often the repair or maintenance ordinarily occurs;
 - A) the structure of a building,
 - B) the exterior of a building,
 - C) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - D) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property, and
 - E) fences, railings and similar structures that enclose patios, balconies and yards.
- d) a strata lot in a strata plan, under LMS 3674 that is not a bare land strata plan, but the duty to repair and maintain it is restricted to but excludes all items that required Strata Corporation approval or were not standard items provided by the builder;
 - i) the structure of a building,
 - ii) the exterior of a building,
 - iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - iv) doors, windows, and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on common property, and
 - v) fences, railings and similar structures that enclose patios, balconies and yards.

8.2 The duty of the Strata Corporation to repair and maintain pursuant to this bylaw, does not require the Strata Corporation to repair or maintain alterations performed at the request of an owner, or to undertake repairs or maintenance necessitated by such alterations. Provided that if an owner fails to undertake maintenance or repairs, that he/she is required to do, the Strata Corporation may undertake the repairs or maintenance and the cost of doing so shall be charged to the owner and added to his/her strata fees.

9 COUNCIL SIZE AND ELIGIBILITY FOR COUNCIL

9.1 The council must have at least 3 and not more than 7 members.

- 9.2 The only persons who may be council members are the following;
- a) resident owners,
 - b) individuals representing developer, and
 - c) tenants who, under section 147 or 148, have been assigned landlords' rights to stand for Council.
- 9.3 Despite subsection 9.2, The Strata Council may, by a bylaw passed at an annual or special general meeting held after the first annual general meeting, allow classes of persons, other than those referred to in subsection 9.2, to be Council members.
- 9.4 Despite this section, a Strata Council may, by bylaw, provide that no person may stand for Council or continue to be on Council with respect to a strata lot if the Strata Council is entitled to register a lien against that strata lot under section 116(i) of the *Strata Property Act*.
- 9.5 No person may stand for Council or continue to be on Council with respect to a strata lot when that person is in violation of any strata by-law or strata rule.

10 COUNCIL MEMBERS' TERMS

- 10.1 The term of office of a Council member ends at the end of the Annual General Meeting at which a replacement is elected.
- 10.2 A person whose term as Council member is ending is eligible for re-election.
- 10.3 In the election of Council members held in the year 2002 Annual General Meeting, one half the members must be elected for a term of 2 years and the remainder elected for a term of 1 year, or, if the council has an odd number of members, a simple majority must be elected for a term of 2 years, and the remainder elected for a term of 1 year.
- 10.4 In the election of Council members held at each Annual General Meeting after the 2002 Annual General Meeting, the members elected to fill the vacant positions must be elected for a term of 2 years.

11 REMOVING A COUNCIL MEMBER

- 11.1 Unless all the owners are on Council, the Strata Council may, by resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more Council members.
- 11.2 After removing a Council member, the Strata Council must hold an election at the same annual or special general meeting to replace the Council member for the remainder of the term.
- 11.3 No person may stand for Council or continue to be on Council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under the *Act*.

12 REPLACING A COUNCIL MEMBER

- 12.1 If a Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
- 12.2 A replacement Council member may be appointed from any person eligible to sit on the Council.
- 12.3 The Council may appoint a Council member under this section even if the absence of the member being replaced leaves the Council without a quorum.
- 12.4 If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a Special General Meeting to elect a new Council by complying with the provisions of the *Act*, the regulations and the bylaws respecting the calling and holding of meetings.

13 OFFICERS

- 13.1 At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a President, a Vice President, a Secretary and a Treasurer.
- 13.2 A person may hold more than one office at a time, other than the offices of President and Vice President.
- 13.3 The Vice President has the powers and duties of the President;
 - a) while the President is absent or is unwilling or unable to act, or
 - b) for the remainder of the President's term if the President ceases to hold office.
- 13.4 If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

14 CALLING COUNCIL MEETINGS

- 14.1 Any Council member may call a Council meeting by giving the other Council members at least one week's notice of the meeting, and specifying the reason for calling the meeting.
- 14.2 The notice does not have to be in writing.
- 14.3 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.

14.4 The Council must inform owners about a Council meeting as soon as feasible after the meeting has been called.

15 REQUISITION OF COUNCIL HEARING

15.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a Council meeting.

15.2 If a hearing is requested under subsection 15.1, the Council must hold a meeting to hear the applicant within one month of the request.

15.3 If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within two weeks of the hearing.

15.4 If an owner has an unresolved dispute or issue with Council and would like their case heard and/or voted on by all owners, the following steps are to be taken;

- a) obtain any required forms from the Management Company,
- b) properly complete the form(s) to indicate, Name, Unit #, Date, the issue you want brought before the owners and when you want the issue brought before the owners. (e.g. Annual General Meeting or Special General Meeting),
- c) if the Petitioner has requested their issue to be brought forward at the Annual General Meeting and the Management Company has received the completed request form at least sixty (60) days prior to the scheduled meeting date, the issue will be included in the agenda of the Annual General Meeting,
- d) if the Petitioner has requested their issue be brought forward at a Special General Meeting the petitioner must obtain any required forms from the Management Company, obtain the required number of signatures (25%) of owners, and return the completed forms to the Management Company. When the Management Company has received all the required documentation, a date will be set within thirty (30) days for a Special General Meeting, and
- e) the results of any vote on a Petitioner's issue, whether it is at a Special General Meeting or an Annual General Meeting, will be final and binding on all parties involved.

15.5 Any costs associated with a Special General Meeting or Annual General Meeting pertaining to 15.4, and initiated by a Petitioner, will be the responsibility of the Petitioner until the results of the dispute are voted on at the Special General Meeting or Annual General Meeting. The associated costs of the meeting may be charged to the Petitioner prior to the Special General Meeting or Annual General Meeting taking place;

- a) if the results of a vote at the Special General Meeting or Annual General Meeting are in the Petitioners favor, the costs of the meeting will be the responsibility of the Strata, or
 - b) if the results of a vote at the Special General Meeting or Annual General Meeting are not in the Petitioners favor, the costs of the meeting will be the responsibility of the Petitioner.
- 15.6 Any legal costs incurred by the Strata or the Petitioner do not form part of 15.5 or 15.5(a) or 15.5(b) above.
- 15.7 Any costs, other than those directly attributed to the costs of the Special General Meeting or the share of the Annual General Meeting, that the Petitioner may incur relating to his/her unresolved dispute or issue, are the sole responsibility of the Petitioner and do not form part of 15.5(a) or 15.5(b) above.

16 QUORUM OF COUNCIL

- 16.1 A quorum of the Council is;
- a) 2, if the Council consists of 2, 3 or 4 members,
 - b) 3, if the Council consists of 5, or 6 members, and
 - c) 4, if the Council consists of 7 members.
- 16.2 Council members must be present in person at the Council meeting to be counted in establishing a quorum.

17 COUNCIL MEETINGS

- 17.1 At the option of the Council, Council meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
- 17.2 If a Council meeting is held by electronic means, Council members are deemed to be present in person.
- 17.3 Owners may attend Council meetings as observers.
- 17.4 Despite subsection 17.3, no observers may attend those portions of Council meetings that deal with any of the following;
- a) bylaw contravention hearings under section 135 of the *Act*,
 - b) rental restriction bylaw exemption hearings under section 144 of the *Act*, and
 - c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

18 VOTING AT COUNCIL MEETINGS

- 18.1 At council meetings, decisions must be made by a majority of Council members present in person at the meeting.
- 18.2 If there is a tie vote at a Council meeting, the President, (or in his absence the acting President), may break the tie by casting a second, deciding vote.
- 18.3 The results of all votes at a Council meeting must be recorded in the Council meeting minutes.

19 COUNCIL TO INFORM OWNERS OF MINUTES

- 19.1 Council must inform owners of the minutes of all Council meetings within (2) two weeks of the meeting (Minutes as distributed may or may not have been approved as correct).
- 19.2 Council must inform owners, by way of Council minutes, of any written requests for variance(s) from any Bylaw or Rule(s) prior to giving a decision on the request.
- 19.3 Councils decision on any written variance request will be given 2 (two) weeks after owners have been informed and any feedback to Council has been considered.

20 DELEGATION OF COUNCIL'S POWERS AND DUTIES

- 20.1 Subject to subsections 20.2 to 20.4, 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.
- 20.2 The Council may delegate its spending powers or duties, but only by a resolution that;
 - a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - b) delegates the general authority to make expenditures in accordance with subsection 20.3.
- 20.3 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.
- 20.4 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, or
 - c) whether a person should be denied access to a recreational facility.

21 SPENDING RESTRICTIONS

- 21.1 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.
- 21.2 Subject to subsection 21.4 below, if a proposed expenditure has not been approved in the budget or at an Annual or Special General Meeting, the Strata Council may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this subsection 21.2 in the same fiscal year, is less than \$1000.00.
- 21.3 If the Strata Council makes an expenditure under subsection 21.2 above, the Strata Council must inform the owners as soon as feasible about any expenditure of more than \$500.00 on any single item.
- 21.4 Notwithstanding subsection 21.2 above, the Strata Council can make expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

22 LIMITATIONS ON LIABILITY OF COUNCIL MEMBER

- 22.1 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.
- 22.2 Subsection 22.1 does not affect a Council member's liability, as an owner, for a judgment against the Strata Corporation.

23 MAXIMUM FINE

- 23.1 The Strata Council may fine an owner or tenant \$200.00 for the first and subsequent contravention of a Bylaw and \$50.00 for the first and subsequent contravention of a rule.
- 23.2 The Strata Council may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- 23.4 Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the Strata Corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.
- 23.5 Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the Strata Corporation to enforce these bylaws, as they may be amended from time to time, or any

rule which may be established from time to time by the Council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the Strata Corporation may not register a lien against such separate component.

24 CONTINUING CONTRAVENTION

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

25 PERSON TO CHAIR MEETING

25.1 Annual and Special General Meetings must be chaired by the President of the Council.

25.2 If the President of the Council is unwilling or unable to act, the meeting must be chaired by the Vice President of the Council.

25.3 If neither the President nor Vice President of the Council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

26 PARTICIPATION BY OTHER THAN THE ELIGIBLE VOTERS

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

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

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

27 VOTING, DEFAULTING OWNER

27.1 At an Annual or Special General Meeting, voting cards must be issued to eligible voters.

27.2 At an Annual or Special General Meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

27.3 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.

27.4 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

- 27.5 If there is a tie vote at an Annual or Special General Meeting, the President, or, if the President is absent or unable or unwilling to vote, the Vice President may break the tie by casting a second, deciding vote.
- 27.6 If there are only 2 strata lots in the strata plan, subsection 27.5 does not apply.
- 27.7 Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- 27.8 An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot.

28 QUORUM FOR ANNUAL OR SPECIAL GENERAL MEETING

(Added at the Annual General Meeting held on October 19, 2010)

- 28.1 Notwithstanding Section 48 (3) of the *Act*, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members, pursuant to Section 43 of the *Strata Property Act*; but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, eligible voters present in person or by proxy shall constitute a quorum.

29 ORDER OF BUSINESS

- 29.1 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 Council under section 125 of the *Strata Property Act*,
 - j) report on insurance coverage in accordance with section 154 of the *Strata Property Act*, if the meeting is an Annual General Meeting,
 - k) approve the budget for the coming year in accordance with section 103 of the *Strata Property Act*, if the meeting is an Annual General Meeting,

- l) deal with new business, including matters about which notice has been given under section 45 of the *Strata Property Act*,
- m) elect a Council, if the meeting is an Annual General Meeting, and
- n) terminate the meeting.

30 VOLUNTARY DISPUTE RESOLUTION

- 30.1 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.
- 30.2 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.
- 30.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

31 COMPLAINT PROCEDURE

(Added at the Annual General Meeting held on September 23, 2014)

- 31.1 For a formal complaint to be processed by council, a complaint must;
- a) be written,
 - b) contain a clear and detailed description of the issue,
 - c) indicate which sections of the act, regulations, bylaws or rules are directly associated with the issue and that the author believes are breached,
 - d) identify person or persons involved,
 - e) be signed by the author, and
 - f) be sent to the Strata Secretary with a copy to the Property Manager.
- 31.2 Complaint Resolution Procedures
- a) Verbal warnings will be given with two council members present.
 - b) If no corrective action is taken, a friendly reminder will be given after two weeks.

- c) If no corrective action is taken, a written warning will be issued with copies to the Strata Property Management company.
 - d) If no corrective action is taken after 14 days a penalty (see section 23 of these bylaws) will be assigned with subsequent penalties every seven days.
- 31.3 The complaint subsection 31.1 above and the documentation of subsection 31.2 actions, including date and time ,are to be placed in a confidential strata file
- 31.4 Any communication with strata owners and others will include the subject but will not include names and/or unit numbers.

32 SMALL CLAIMS ACTION

- 32.1 Notwithstanding any provision of the *Act*, the Strata Corporation may proceed under the *Small Claims Act (British Columbia)* against an owner or other person to collect money owing to the Strata Corporation, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.

33 ELECTRONIC ATTENDANCE AT MEETINGS

- 33.1 Attendance by persons at an Annual or Special General Meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

34 PARKING

(Amended at the Annual General Meeting held on December 14, 2005) (Amended at the Annual General Meeting held on December 12, 2006) (Amended at the Annual General Meeting on October 2, 2018)

- 34.1 Fire regulations prohibit the parking of vehicles on the common road allowances. Parking is restricted to the garage, driveway and designated parking stalls only, the exception being when an attended vehicle is parked for loading and/or unloading purposes, or on the north side of the driveway below the gate for clubhouse functions only.
- 34.2 Only insured vehicles shall be parked or stored in LMS3674 property by an owner, tenant, occupant or guests. *(Amended at the Annual General Meeting on October 2, 2018)*
- 34.3 Driveway parking of vehicles for extended periods of time is limited to vehicles whose curb weight is less than 6000 lbs. (2727 kg).
- 34.4 No overnight parking of commercial vehicles on LMS 3674 property.
- 34.5 Visiting recreational vehicles are restricted to the registered tenant's driveway and shall be limited to a period not to exceed seven (7) days.

- 34.6 Parking for owner's, tenant's, occupant's or guest's recreational vehicle(s), trailer(s), and other vehicles exceeding 6000 lbs. curb weight, shall be restricted to designated "RV Parking" areas only.
- 34.7 An owner, tenant or occupant shall not;
- a) carry out any major repairs to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency,
 - b) rent or lease the parking space registered to a strata lot or assigned by the Strata Corporation to a strata lot or otherwise permit that parking space to be regularly used by anyone that is not a resident of LMS 3674 or LMS 4263,
 - c) park any vehicle in a manner which will reduce the width of the roadway on the common property, or
 - d) use any part of the common property for storage, without the written consent of the Council.
- 34.8 An owner, tenant or occupant must promptly, and at its own expense, clean up any oil or other substance that spills or leaks onto common property, or limited common property.

35 SELLING STRATA LOTS

- 35.1 An owner of a strata lot, when selling his strata lot, will not permit "FOR SALE" signs to be placed on or about the common property or limited common property except on the signage board located at the entrance to the property which is designated for such purpose.
- 35.2 An owner of a strata lot, when selling his strata lot will not hold or permit to be held, any public open house except prescribed by the Council. One open house for agents will be allowed per listing. Unless the Council otherwise prescribes, all showings must be by appointment only.

36 ACQUISITION OR DISPOSITION OF PERSONAL PROPERTY

- 36.1 The Strata Council may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the Strata Corporation, but otherwise only if approved by a resolution passed by three quarter vote at an Annual or Special General Meeting if the personal property has a market value of more than \$1,000.00.

37 ADULT OCCUPANCY

- 37.1 No person under the age of nineteen (19) is permitted to reside within a strata lot for a period in excess of thirty (30) days in a calendar year.
- 37.2 This period of time may be extended by Council upon written request.

38 **RENTALS**

(Amended at the Annual General Meeting held on September 23, 2014)

38.1 The rental, letting or leasing of strata lots within LMS 3674 is prohibited.

39 **INSURANCE**

(Added at the Annual General Meeting held on October 19, 2010)

39.1 The Strata Corporation must obtain and maintain property insurance as required by Section 149 of the *Strata Property Act*.

39.2 The Strata Corporation must obtain and maintain liability insurance and errors and omissions insurance as set out in Sections 150 and 151 of the *Strata Property Act*.

39.3 On the written request of an Owner, the Corporation shall produce to him a copy of the insurance policy or policies and verification of the premium.

39.4 In the event that loss or damage occurs to Common Property or Limited Common Property or Common Facilities and gives rise to a valid claim under the Strata Corporation's insurance policy, it is agreed and understood that, if the origination of the loss is within the interior confines of an individual Strata Lot for which the owner is responsible, the Strata Corporation may sue the strata lot owner for the deductible of the Strata Corporation's policy relative to the loss, and such deductible shall be paid by the individual Strata Lot Owner in whose lot the cause of the damage originated.

39.5 The foregoing shall also apply if the careless, negligent or inattentive acts of a Strata Lot Owner or Occupant causes damage outside the Strata Lot and the origination of the loss is anywhere on the premises.

39.6 In the event that an Owner or Occupant or any member of their family or their guests, servants or agents causes damage to Common Property, Limited Common Property or Common Facilities, and the damage so caused gives rise to a valid claim under the Strata Corporation's insurance policy, the deductible of the Strata Corporation's policy relative to the loss shall be paid by the individual Strata Lot Owner.

39.7 In the event that an Owner or Occupant or any member of their family or their guests, servants or agents causes damage to Common Property, Limited Common Property or Common Facilities and the damage so caused is not covered under the insurance in place, the Strata Lot Owner shall be held responsible for such loss and promptly reimburse the Strata Corporation for the full costs of repair or replacement.

39.8 The only exception to the foregoing is where loss originates from the rupture or malfunction of a permanent public facility; supply line or sewer system that extends from Common Property into an individual unit, in which case the deductible of the Strata Corporation's insurance policy shall be the responsibility of the Strata Corporation. It is further agreed and understood that when any loss or damage originates from "Common Property" as defined in the Act and is not the responsibility of the Strata Lot Owner as previously defined, the deductible of the Strata Corporation's insurance policy shall then be the responsibility of the Strata Corporation.

- 39.9 Damage to personal property of a Strata Lot Owner or Occupant, or their guests, servants or agents, or damage together with any upgrading, substituting, improvements or betterment to the unit that have been made or acquired by the present Owner from those originally installed shall be the responsibility of the Strata Lot Owner.

40 INSURANCE CLAIMS

(Added at the Annual General Meeting held on October 19, 2010)

- 40.1 An owner of a strata lot shall be deemed to be responsible for any loss or damage, however caused, to a strata lot, or to common property or assets, or to limited common property, which arises totally from within his/her strata lot, up to the amount of the insurance deductible on the insurance policy maintained by the Strata Corporation, and shall reimburse the Strata Corporation for the cost of repairing or remedying the loss or damage up to the amount of the deductible.
- 40.2 For the purpose of this Bylaw, any costs for which a strata lot owner is responsible shall be considered as an expense chargeable to the owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- 40.3 An owner who fails to pay the cost of repair or remedying the loss or damage when due shall reimburse the strata corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by court action or other means and including council member or management costs associated with lost time from employment, strata management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

41 SMOKING AND MARIJUANA

(Added at the Annual General Meeting held on October 2, 2018)

- 41.1 Subject to exemptions required by law, an owner, tenant, occupant or visitor must not cultivate, grow, alter or process marijuana within a strata lot, on the common property or on the limited common property.
- 41.2 Smoking of marijuana is not allowed on the common property or limited common property
- 41.3 An owner, tenant, occupant or visitor must not:
- a) Use a vaporizer, e-cigarette or smoke tobacco on the common property or the limited common property, other than in a garage.

END OF BYLAWS

Thom Creek Ranch Clubhouse Rules

- 1) Facilities are for the use of residents and their invited guests only. Residents must accompany their guests at all times.
- 2) Smoking is not permitted within the Clubhouse or side patio except at the East end of the patio. Doors and windows by the pool table must be closed when the smoking area is in use.
- 3) Guests and children under the age of 19 must be accompanied and governed by a registered owner.
- 4) When leaving, residents will ensure that all lights are off, the fireplace is turned off, wall thermostats have been turned down, doors locked and the alarm has been set.
- 5) The clubhouse is not to be used for inappropriate events. The clubhouse committee reserves the right to determine what events are considered questionable. These include, but are not limited to, the following: commercial ventures, political rallies, office parties, etc.
- 6) To reserve the clubhouse facility, these conditions apply:
 - a) Event application forms are available from the Clubhouse Booking Co-ordinator.
 - b) Two (2) weeks' notice is normally required to book the clubhouse.
 - c) A refundable \$100.00 Security Deposit and a non-refundable fee of \$50.00 per day or portion thereof will be required. The Security Deposit will be returned upon satisfactory inspection of the clubhouse the following day.
 - d) The registered owner is required to tour the clubhouse with the Clubhouse Booking Co-ordinator for a pre-inspection and a post-inspection tour.
 - e) Registered owner(s) and guests are asked to consider the other owners nearby with respect to noise before, during and after an event. Music played over the clubhouse speakers must be kept at a reasonable volume. The speakers were not designed to handle excessive volume. When an event is over and when leaving the area, owner(s) and guests will curb the level of noise created by, for example; laughter, voices, car engines, horns and stereos.
 - f) Fire regulations **prohibit** the parking of vehicles on our roadways.
 - g) During a clubhouse event the front gate will remain in its normal operating position.
 - h) Booked private functions must vacate the clubhouse by 11:00 PM.
 - i) **Residents will have access to mailboxes at all times.**
- 7) To book the clubhouse, contact the Clubhouse Booking Co-ordinator.

PLEASE NOTE:

- **Pets are NOT permitted in the clubhouse**
- Overflow car parking is only allowed on the NORTH side of the entrance road, below the gate. There is to be NO PARKING along the inside roads.
- The clubhouse telephone is connected for local phone numbers and to the gate entry phone only. All other calls must be made from one of your own cellphones.

The Committee reserves the right to amend rules as experience may dictate

Your Clubhouse Committee

Home (<https://apps.ltsa.ca/srs>)
My Account 




Account Management (<https://apps.ltsa.ca/cam/app#/start>)

Searches

My Preferences (<https://apps.ltsa.ca/iam/userPreferences>)

Other Requests

 Inbox (<https://apps.ltsa.ca/nom>)

ParcelMap BC

Logged in as admin@selectrealestate.ca (A10000505)

Submissions

Logout (<https://apps.ltsa.ca/iam/logout?service=https://apps.ltsa.ca/customerportal>)

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2021-07-30 14:46

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Thom Creek Ran

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14 search results found

Strata Plan General Index for Strata Plan Number LMS3674

Items per page

100



<input type="checkbox"/>	Document Number	Type/Remarks	Date Received	Pages	Status
<input type="checkbox"/>	CA9214058	MAILING ADDRESS	2021-07-22	2	Found.
<input type="checkbox"/>	CA7228217	STRATA PLAN BY-LAWS	2018-12-03	3	Found.
<input type="checkbox"/>	CA4081320	STRATA PLAN BY-LAWS	2014-11-14	21	Found.
<input type="checkbox"/>	BB1939662	MAILING ADDRESS	2011-03-01	2	 Found.

<input type="checkbox"/>	Document Number	Type/Remarks	Date Received	Pages	Status
<input type="checkbox"/>	BB1299934	STRATA PLAN BY-LAWS	2010-12-17	22	Found.
<input type="checkbox"/>	BB147128	STRATA PLAN BY-LAWS	2007-12-21	3	Found.
<input type="checkbox"/>	BB52197	STRATA PLAN BY-LAWS	2007-01-08	3	Found.
<input type="checkbox"/>	BA56107	STRATA PLAN BY-LAWS	2006-01-17	31	Found.
<input type="checkbox"/>	BW550181	STRATA PLAN BY-LAWS	2004-12-06	17	Found.
<input type="checkbox"/>	BV453570	LIMITED COMMON PROPERTY	2003-11-10	2	Found.
<input type="checkbox"/>	BR323566	STRATA PLAN BY-LAWS NOTIFICATION OF CHANGE OF BYLAWS	2001-11-30	20	Found.
<input type="checkbox"/>	BP218702	STRATA PLAN BY-LAWS FORM I STRATA PLAN LMS3674	2000-09-13	3	Found.
<input type="checkbox"/>	BP130688	STRATA PLAN BY-LAWS CHANGE OF BYLAWS	2000-06-06	19	Found.
<input type="checkbox"/>	BM267736	STRATA PLAN BY-LAWS NOTIFICATION OF CHANGE OF BYLAWS	1998-09-24	7	Found.

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How do I search documents in a strata plan general index? (<https://help.ltsa.ca/myltsa-enterprise/strata-plan-general-index>)

How do I search for Standard Mortgage or Charge Terms? (<https://help.ltsa.ca/myltsa-enterprise/standard-terms>)

[Search Help \(https://help.ltsa.ca/search/site\)](https://help.ltsa.ca/search/site)

Order Summary

File Reference:

Thom Creek Ran

0 Requested

Preview Order Details

Product Fee: \$ 0.00

Service Charge: \$ 0.00

Subtotal: \$ 0.00

GST: \$ 0.00

Total Amount: \$ 0.00

Preview Order Details

Purchase

About LTSA

The Land Title and Survey Authority of British Columbia (LTSA) is a publicly accountable, statutory corporation formed in 2005 responsible for administering the land title and survey systems of BC. These systems provide the foundation for all real property business and ownership in the province. The LTSA and its subsidiary LandSure Systems Ltd. own and operate the myLTSA portal to host the LTSA's Electronic Search and Filing Services.

More information on the LTSA's mandate can be found here. (<https://ltsa.ca/about-ltsa/ltsa-mandate>)

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Thom Creek Ranch Landscaping Rules

Objective: To keep the yards uniform in character as per original design, with roses, rhododendrons, grasses and lilies while adding personal touches.

1) Front Yards; Beds and lawns shall retain the size and shape as per original design.

- a) In gardens where the resident has installed additional plants, they become responsible for the entire bed. Any increased maintenance cost to the strata resulting from these changes to the existing beds will be borne in total by the resident. Should any resident require such modified beds to be cared for in their absence by the landscape contractor, it is the responsibility of that resident to arrange and pay directly for such services. If the owners sell their home, they must disclose these maintenance conditions to the buyer.
- b) Resident plantings in existing beds shall be limited to flowers and ornamentals that will not adversely affect the health of existing plants. The resident is responsible for removing all dead foliage in the fall of the year.
- c) To maintain the form and character of Thom Creek Ranch, plants shall not be moved within or from existing beds without written permission of the gardening committee.
- d) If a resident wishes to exchange and existing plants they must send a written request to the gardening committee or council and receive written approval before purchasing the plants. (Some suggested plants are heather, skimis, pierus, japonica, spirea or more colorful rhododendrons).
- e) Ornamentals shall be limited to three (3) in the frontal limited common property of a strata lot and should be of neutral colors. Ornamentals shall not exceed twenty four (24) inches and are not permitted on the lawns.

2) Hanging baskets and or planters:

- a) Maximum of a combination of five (5) per front strata lot.
- b) Maintenance of baskets/planters shall be the sole responsibility of the resident.
- c) Planters shall not be mounted on or attached to the railings.

3) Garden waste/composting (front & back yards):

- a) Garden refuse may be dumped into the landscape contractor's trailer without containers and with excess soil removed.
- b) The resident must remove all seasonal refuse from the gardens, planters and baskets by the end of November.
- c) Composting or dumping of garden waste on the property is not permitted.

Landscaping Rules (effective October, 2004) continued

4) Landscaping back yards:

(Due to the different locations and size of the yards, patios and decks there may be some leeway in the back yards. Check with the Landscape Committee):

- a) Beds and lawns shall retain the size and shape as per the original design along the back of the house and the side fences.
- b) In gardens where the resident has installed plants, the resident is now responsible for maintaining the entire bed. Any increased maintenance cost to the strata resulting from these changes to the existing beds will be borne in total by the resident. In their absence should any resident require care for these beds by the landscape contractor, it is the responsibility of the resident to arrange and pay for the services directly.
- c) Only ornamentals, flowers or flowering vines are permitted in the beds provided. Vines of a self-adhering variety are not allowed on the vinyl siding. Dead foliage must be removed in the fall of the year.
- d) Planting of flowering vines to grow on fences, which divide strata lots, shall only be undertaken with the agreement of the neighbor sharing the fence.
- e) Notwithstanding the above, a resident wishing to remove a limited amount of sod adjacent to the deck supports in order to plant climbing self-adhering vines must provide written details to the landscape committee or council and receive permission before proceeding.
- f) Ornamentals shall be limited to neutral colors, not to exceed thirty six (36) inches in height and are not permitted on the lawns.

5) Hanging baskets and or planters:

- a) A maximum or combination of eight (8) hanging baskets or planters will be allowed on the back of each strata lot.
- b) The maintenance of these baskets and planters shall be the sole responsibility of the resident.
- c) Baskets and planters are not to be mounted on, or attached to, balcony railings.

6) Height of trees:

- a) Trees must be kept to below fifteen (15) feet.
- b) Evergreens and pyramid cedars must be below six (6) feet.
- c) Approved hedges on corner lots must be kept below five (5) feet.

If in doubt, consult with a member of the landscape committee or strata council.
All changes MUST be applied for, in writing, to the Landscape Committee /
Council and approved before proceeding.

THOM CREEK RANCH

RULES for use of RV PARKING AREAS

The following rules apply for the use of the RV Parking areas within Strata Plans LMS3674 and LMS4263. Each RV Stall has been assigned as Limited Common Property for use by a specific Strata Lot within Thom Creek Ranch.

1. The owners of TCR lots with designated RV Parking Stalls are responsible for:
 - (a) The use and care of their RV Parking area, and
 - (b) Sharing, by the users of the electricity, the costs of the electrical energy consumed by their RV parking area.

2. Cleanliness of an RV Stall:
 - (a) RV Stalls and surrounding common property must be kept clean and tidy.
 - (b) When a stall is not in use, all hardware and wood must be removed.
 - (c) Spills and debris shall be removed promptly.

3. Use of an RV Stall:
 - (a) Only licensed and insured vehicles are permitted to occupy an RV Stall.
 - (b) When requested, the owner of a vehicle occupying a stall must be prepared to present a copy of the current license and third party insurance to a member of the Strata Council.
 - (c) All covers must be properly fitted and of an earth toned colour.
 - (d) The wheels of all vehicles must be blocked to limit any undesired movement.
 - (e) No repair of vehicles is permitted.
 - (f) All alarms within a vehicle must be disabled.
 - (g) Notwithstanding clause (a) above, a Registered User of an RV Stall may, in a written request to Strata Council, ask for permission to park a Truck Camper in the RV Stall. In a written response, the Strata Council may permit a Truck Camper to occupy that RV Stall only if the Camper is covered by liability insurance.

4. Position of Vehicles within an RV Stall:
 - (a) Vehicle and vehicle combinations should be parked as far back as possible.
 - (b) A truck should be backed under the hitch of a 5th wheel RV.
 - (c) No part of any vehicle may be placed over the line marking the road allowance.
 - (d) Adequate space should be left to enable users of adjacent stalls to maneuver their vehicles.

5. Leasing or Renting:
 - (a) RV Stalls may be leased or rented to any resident within TCR.
 - (b) No sub leases or sub rental agreements are permitted.
 - (c) The appropriate Strata Council must be informed, in writing by the designated user of the Stall, of who is using an RV Stall under a lease, rental or any other arrangement.