

REVISED BYLAWS

AMMENDED SEPTEMBER 20th, 2011

REGISTERED SEPTEMBER 26th, 2011

**ATTACHED ARE OUR CURRENT
BYLAWS REPLACING THOSE
ADOPTED IN SEPTEMBER 2009**

**WE SUGGEST YOU MAY WISH TO
DESTROY ALL OLDER EDITIONS
TO AVOID CONFUSION**

BYLAWS

STRATA PLAN NW 2836

ORANGEWOOD COUNTRY HOMES

21937 - 48th AVENUE

LANGLEY, BRITISH COLUMBIA

V3A 8C3

APPROVED: September 30th, 2009;

REGISTERED: October 9th, 2009; REGISTRATION # BB1109397

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REGISTERED: September 26th, 2011; REGISTRATION # BB1988313

“ OUR GOAL IS TO ESTABLISH A HAPPY COMMUNITY

BASED ON MUTUAL RESPECT FOR ALL RESIDENTS ”

BYLAWS OF THE OWNERS, STRATA PLAN NW2836

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BYLAWS OF THE OWNERS, STRATA PLAN NW2836

1.0 DEFINITIONS

1.1 “Act” means the *Strata Property Act* [S.B.C.] c.43 as amended or replaced from time to time;

1.2 “Bylaws” means these Bylaws of the Strata Corporation;

1.3 “Clubhouse” means the Common Property shown as “Recreation Building” on the Strata Plan, which includes the social room, kitchen, workshop, activity room and all furniture and other property therein;

1.4 “Clubhouse Consent” mean written consent from the Strata Council specifying the date and duration for which the Clubhouse may be used by a specific Owner;

1.5 “Clubhouse Charge” means a charge for the use of the Clubhouse in such amount as shall be determined by the Strata Council from time to time;

1.6 “Clubhouse Damage Deposit” means a deposit in such amount as shall be determined by the Strata Council from time to time;

1.7 “Commercial or professional purpose” means a purpose, activity or occupation from which an Owner, Tenant or Occupant earns income;

1.8 “Common Asset” has the meaning ascribed to it in the Act;

1.9 “Common Property” has the meaning ascribed to it in the Act;

1.10 “Common Expenses” has the meaning ascribed to it in the Act;

1.11 “Deductible” means the cost of the deductible portion of a claim on the Insurance Coverage;

1.12 “Dispute Resolution Committee” means:

(a) one Owner or Tenant nominated by each of the parties involved in a dispute; and one Owner or Tenant chosen by the Persons nominated to chair the Dispute Resolution Committee; or

(b) any number of Persons consented to, or chosen by a method that is consented to, by all of the parties involved in a dispute;

1.13 “Entry Infraction” includes the following circumstances:

(a) where an Owner, or an Owner’s Tenant or Occupant denies, impedes, or interferes with access to a Strata Lot in contravention of Bylaw 6.1(a); or

- (b) where an Owner, or an Owner's Tenant or Occupant denies, impedes, or interferes with access to a Strata Lot in contravention of Bylaw 6.1(b), and such contravention continues for 7 days following notice of such contravention by the Strata Corporation to the Owner.
- 1.14 **"Family Member"** has the meaning ascribed to it in the Regulations;
- 1.15 **"Forcible Entry"** means any right or action of the Strata Corporation in accordance with Bylaw 6.4;
- 1.16 **"Forcible Entry Costs"** means all costs incurred by the Strata Corporation in exercising its rights pursuant to Bylaw 6.4, such costs to include but not be limited to:
- (a) all costs to retain trades people, including but not limited to bailiff and locksmith fees and charges;
 - (b) all costs to restore the Premises to the condition that existed prior to the Forcible Entry; and
 - (c) all legal fees and disbursements on a solicitor and own client basis incurred in connection with any court proceedings;
- 1.17 **"Guests"** means any persons for whom the Owner is, at law responsible, including without limiting the generality of the foregoing, the Owner's Occupant, Tenant, or Invitee;
- 1.18 **"Human Rights Code"** means the *Human Rights Code* [R.S.B.C. 1996] c.210;
- 1.19 **"Invitee"** means a Person who enters the Premises at the invitation of an Owner, Tenant, or Occupant;
- 1.20 **"Insurance Costs"** means all premiums and other amounts which the Strata Corporation pays with respect to the Insurance Coverage;
- 1.21 **"Insurance Coverage"** means the property insurance which the Strata Corporation obtains and maintains at all material times in accordance with the requirements of the Act in respect of the Insured Property;
- 1.22 **"Insured Property"** means property for which the Strata Corporation is obligated to maintain insurance pursuant to the Act;
- 1.23 **"Limited Common Property"** means Common Property designated for the exclusive use of an Owner;
- 1.24 **"Occupant"** means a Person, other than an Owner or Tenant, who occupies a Strata Lot;
- 1.25 **"Owner"** means the person shown in the register of a land title office as the owner of a freehold estate in a Strata Lot in the Strata Plan, whether entitled to it in the person's own right or in a representative capacity;

1.26 **“Person”** is to be broadly interpreted and includes without limiting the generality of the foregoing, males, females, adults, children, individuals, corporations, partnerships, and unincorporated organizations;

1.27 **“Premises”** means inclusively any and all Strata Lots, Common Property, Limited Common Property, and land that is a Common Asset;

1.28 **“Public Access”** means entry onto the Premises by anyone other than an Owner, or a Tenant, Occupant, or Invitee;

1.29 **“Recreational Vehicles”** means motor homes, pickup trucks with campers, camperized vans exceeding 6 metres in length, trailers and boats;

1.30 **“Recreational Vehicle Parking Spaces”** means those Common Property parking stalls designated by the Strata Council for the parking of Recreational Vehicles from time to time;

1.31 **“Regulations”** means the *Strata Property Regulation*, B.C. Reg. 43/2000 as amended or replaced from time to time;

1.32 **“Rules”** has the meaning ascribed to it in the Act;

1.33 **“Special Levy”** means a special levy approved in accordance with the Act;

1.34 **“Spouse”** means:

- (a) a Person who is married to an Owner, or
- (b) is living and cohabiting with an Owner in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, and has lived and cohabited in that relationship for a period of at least 2 years.

1.35 **“Strata Corporation”** means the strata corporation formed by deposit of the Strata Plan;

1.36 **“Strata Council”** means the duly elected Strata Council of the Strata Corporation;

1.37 **“Strata Lot”** means a lot shown on the Strata Plan;

1.38 **“Strata Plan”** means Strata Plan NW2836;

1.39 **“Tenant”** has the meaning ascribed to it in the Act;

1.40 **“Visitor Parking Stall”** shall mean those Common Property parking stalls designated by the Strata Council from time to time for the parking of vehicles by Invitees.

2.0 APPLICATION

2.1 The Bylaws apply to every Strata Lot and to every Owner.

2.2 The Bylaws are unenforceable to the extent that they contravene the Act, the Regulations, the Human Rights Code or any other enactment or law.

3.0 USE

3.1 Strata Lots shall not be used for commercial or professional purposes requiring a business license or Public Access.

3.2 No Owner shall permit more than 3 Persons to permanently reside in a Strata Lot.

3.3 No Owner shall permit any Person under 35 years of age to occupy a Strata Lot as his or her permanent residence, except that

- (a) a Person who is 19 years of age or older but under the age of 35 years may occupy a Strata Lot as his or her permanent residence if another Person who is 35 years of age or older also resides in that Strata Lot for a period of not less than 6 months in each calendar year;

3.4 No Owner shall or shall permit his, her or its Tenant, Occupant or Invitee to use the Premises 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 Premises;
- (d) is illegal or is injurious to the reputation of the Strata Corporation;
- (e) is contrary to a purpose for which the Premises are intended, as shown expressly or by necessary implication on or by the Strata Plan;
- (f) causes damage other than reasonable wear and tear to the Premises or the Common Assets; or
- (g) is contrary to any statute, ordinance, By-Law or Regulation of any government, whether Federal, Provincial, Municipal, or otherwise.

3.5 Within 2 weeks of becoming an Owner, an Owner shall inform the Strata Corporation of his, her or its name, Strata Lot number, and, where applicable, mailing address outside the Strata Plan.

3.6 No Owner, Tenant or Occupant shall keep pets in a Strata Lot except in accordance with the following:

- (a) all pets shall be kept under the reasonable control of the Owner, Tenant, or Occupant at all times while on the Premises, so as to not interfere with or damage the Premises or the use and enjoyment thereof by other Owners, Tenants, or Occupants;

- (b) all pets shall be leashed or otherwise secured at all times when on the Common Property or land that is a Common Asset;
- (c) only pets of the following nature may be kept on the Premises:
 - (i) a reasonable number of fish or other small aquarium animals;
 - (ii) no more than 2 small caged mammals;
 - (iii) no more than 2 caged birds;
 - (iv) no more than:
 - (A) 1 cat; or
 - (B) 1 dog;
- (d) notwithstanding the generality of Bylaw 3.6(c), no Owner shall keep or permit to be kept on the Premises exotic pets including but not limited to snakes, reptiles, spiders, or large members of the cat family.
- (e) Owners keeping or permitting a pet to be kept on their Strata Lot shall ensure that the pet is kept quiet, controlled and clean. Any excrement on Common Property or on land that is a Common Asset shall be immediately disposed of by the Owner in the Owner's waste container.
- (f) without limiting the generality of Bylaws 3.6(a) and 3.6(e), no Owner, Tenant or Occupant keeping or allowing a pet to remain on their Strata Lot shall permit a pet to disturb any other Owner, Tenant or Occupant with barking, howling or squawking or otherwise.
- (g) An Owner, Tenant or Occupant whose Invitee brings a pet onto the Common Property shall ensure that the Invitee complies with all requirements of the Bylaws as they relate to pets and shall perform all of the duties and obligations with respect to that animal or pet as set out in the Bylaws.
- (h) Owners keeping or allowing a pet to remain on their Strata Lot shall be responsible for and shall indemnify and save harmless the Strata Corporation from all actions causes of action, loss, costs, or expenses resulting from the actions of the pet, regardless of whether or not the Owner had knowledge, notice or forewarning of the likelihood of such action.
- (i) If in the opinion of the Strata Council acting reasonably, a pet is causing a nuisance or an unreasonable interference with an Owner, Tenant or Occupant's use and enjoyment of the Premises, or if a pet is kept in contravention of this Bylaw 3.6, the Strata Council may give to an Owner written notice that such pet be removed from the Premises;

- (j) An Owner shall, within 30 days of receipt of the notice referred to in Bylaw 3.6(i), cause the pet to be permanently removed from the Premises.
- (k) No Owner, Tenant, or Occupant shall feed a pet anywhere on the Premises other than in a Strata Lot.

3.7 No Owner, Tenant or Occupant shall without the consent of the Strata Council:

- (a) place, store, hang or display from a window, any part of a Strata Lot or a balcony, deck or patio, any goods, chattels, laundry, bedding, clothing, washing or other objects, which are visible from any part of the Premises other than the Strata Lot, provided that an Owner, Tenant, or Occupant may place on his her or its balcony, deck or patio:
 - (i) patio furniture; and
 - (ii) a barbecue in accordance with Bylaw 3.9(c).
- (b) place a planter or flower box on or around his, her or its Strata Lot or Limited Common Property except with the written consent of the Strata Council and provided that:
 - (i) the Strata Council is entitled to refuse consent if such planter or flower box is, in the opinion of the Strata Council not in keeping with the balance of the Premises in terms of design, quality, proportion and colour;
 - (ii) an Owner, Tenant or Occupant keeping a planter or flower box shall comply with all Bylaws and maintain or cause them to be maintained in good and tidy condition at all times.
- (c) except in accordance with Bylaws 3.18 or 24.3, display signs, billboards, notices or commercial advertisements of any kind;

3.8 An Owner shall cause his, her or its Guests to comply with the Bylaws;

3.9 No Owner, Tenant, Occupant or Invitee shall:

- (a) do anything that may cause unreasonable consumption of water on the Premises;
- (b) feed, or do anything that would attract wild animals anywhere on the Premises, including but not limited to:
 - (i) birds, including but not limited to crows, seagulls, and pigeons;
 - (ii) rodents, including but not limited to mice and rats;
 - (iii) skunks;
 - (iv) raccoons; and

- (v) coyotes;
- (c) use a barbecue or other outdoor cooking device on a balcony, deck or patio unless:
 - (i) such barbecue or cooking device is electric, propane or natural gas; and
 - (ii) such barbecue or cooking device is maintained and operated in compliance with all laws, bylaws, and statutes and the manufacturer's instructions and recommendations;
- (d) shake rugs, carpets, mops, brooms, dusters or throw any materials from windows, balconies, decks, patios or other parts of a Strata Lot, Common Property or land that is a Common Asset;
- (e) hang or display Christmas or holiday lights or decorations on the Premises at any time other than during the period between November 15th and January 31st, provided that Christmas or holiday lights:
 - (i) shall not be illuminated prior to December 1st; and
 - (ii) must be taken down prior to January 31st.
- (f) trespass on a part of the Premises to which another Owner, Tenant or Occupant is entitled exclusive use;
- (g) allow any Person entry onto the Premises unless such Person is known to the Owner, Tenant, or Occupant;
- (h) obstruct or use the sidewalks, passages, driveways, walkways of the Premises for any purpose other than ingress or egress from a Strata Lot or Common Property parking areas;
- (i) permit any solicitation or distribution of flyers or other advertising material of any kind on the Premises;
- (j) use for storage any part of the Premises, except for their own Strata Lot and storage locker, if any;
- (k) store or permit to be stored on the Premises coal or any combustible, flammable or hazardous material;
- (l) do anything that will increase the risk of fire or the rate of insurance for the Premises or any part thereof;
- (m) copy any key to Common Property without the written permission of the Strata Council; or,

- (n) leave open or unlocked any entrance to the Common Property unless such Owner, Tenant or Occupant is in direct supervision of the entrance.

3.10 An Owner shall notify the Strata Council immediately upon the loss by such Owner or his, her or its Occupant, Tenant or Invitee of any keys or remote door openers to Common Property, and that Owner shall be responsible for the cost of rekeying all locks in the Premises if the Strata Council deems such rekeying necessary.

3.11 An Owner, Tenant or Occupant shall report to the Strata Council or to the police the presence of any suspicious Person in or around the Premises.

3.12 An Owner, Tenant or Occupant shall:

- (a) deposit ordinary household refuse and garbage in an enclosed garbage container, and place such container in the place designated for pick up no earlier than 12:00 p.m. on the day immediately preceding the designated collection day; and
- (b) remove all garbage containers from the Common Property within a reasonable period of time following collection, and in any event no later than the end of day on which garbage is collected.

3.13 An Owner, Tenant, or Occupant shall:

- (a) place all recyclable household materials in an enclosed recycling container, and place it adjacent to the interior roadway adjoining their Strata Lot no earlier than 12:00 p.m. on the day immediately preceding the day designated for collection; and
- (b) remove all recycling containers from the Common Property within a reasonable period of time following pick up, and in any event no later than the end of day for pick up.

3.14 An Owner shall arrange for the disposal of all waste material other than ordinary household garbage and refuse from his, her or its Strata Lot at his, her or its own expense.

3.15 An Owner shall maintain or cause to be maintained in a good and clean condition his, her or its Strata Lot and any Common Property to which the Owner has exclusive use, and without limiting the generality of the foregoing, no Owner, Tenant, or Occupant shall permit a Strata Lot to become unsanitary or a source of odour.

3.16 Without limiting the generality of Bylaw 3.3, an Owner, Tenant, Occupant shall supervise an Invitee who is under 19 years of age at all times while the Invitee is on the Common Property.

3.17 Without limiting the generality of Bylaw 3.4(b), no Owner, Tenant or Occupant shall:

- (a) cause or permit unreasonable traffic noise on the Premises; or

- (b) use or hang wind chimes in or around a Strata Lot, or use any musical instrument, amplifier, sound reproduction equipment or other device within or about any Strata Lot, Common Property or Limited Common Property in a manner that causes noise to be heard from outside the Strata Lot.

3.18 An Owner, Tenant, or Occupant may post a personal or community related notice on the board or in an area designated by the Strata Council for such purpose, provided that no Owner shall at any time post a commercial notice or advertisement.

4.0 CLUBHOUSE

4.1 Subject to Bylaw 10.2, and provided that an Owner:

- (a) has received the Clubhouse Consent; and
- (b) has provided to the Strata Corporation the Clubhouse Charge and the Clubhouse Damage Deposit, if requested;

an Owner and the Owner's Tenants, Occupants, and Invitees may make exclusive use of the Clubhouse on the date and for the duration specified in the Clubhouse Consent.

4.2 An Owner that uses the Clubhouse in accordance with Bylaw 4.1 shall return the Clubhouse to the same condition that it was in prior to such use.

4.3 Without limiting any other right of the Strata Corporation, the Strata Corporation may apply the Clubhouse Damage Deposit to any costs of the Strata Corporation resulting from a breach by an Owner of Bylaw 4.2.

4.4 The Strata Corporation shall within a reasonable period of time return to an Owner that portion of the Clubhouse Damage Deposit that is not applied pursuant to Bylaw 4.3.

4.5 No Owner, Tenant, Occupant or Invitee shall at any time:

- (a) smoke cigarettes, cigars, pipes, or other substances in any area of the Clubhouse;
- (b) allow a pet of any kind in the Clubhouse;
- (c) except with written consent from the Strata Corporation, use the Clubhouse for commercial purposes; or
- (d) remove chairs and tables from the Clubhouse unless with written consent from the Strata Council or its designated representative.

4.6 An Owner, Tenant or Occupant who uses the Clubhouse shall ensure that no Invitees park on the Premises except in compliance with Bylaw 11.7(b).

4.7 No Owner, Tenant, Occupant or Invitee shall use any part of the Clubhouse, including but not limited to the workshop or pool room located at the Clubhouse at any time while the Clubhouse is being used by an Owner pursuant to Bylaw 4.1.

4.8 An Owner, Tenant or Occupant shall supervise all Invitees while in the Clubhouse, including but not limited to the pool room.

4.9 No Owner, Tenant or Occupant shall at any time permit any Person other than an Owner, Tenant, or Occupant to use the workshop in the Clubhouse for any reason.

5.0 MAINTENANCE AND REPAIR

5.1 An Owner shall repair and maintain the Owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under the Act, the Regulations, or the Bylaws.

5.2 An Owner shall promptly carry out all work that is ordered by a competent or public or local authority in respect of his, her or its Strata Lot and shall be responsible for all costs associated therewith.

5.3 An Owner who has the use of Limited Common Property shall repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under Bylaw 5.4(c).

5.4 The Strata Corporation shall repair and maintain the following:

- (a) Common Assets;
- (b) Common Property that has not been designated as Limited Common Property;
- (c) Limited Common Property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year; and,
 - (ii) the following, no matter how often the repair or maintenance readily occurs:
 - (A) the structural components of the building;
 - (B) the exterior of the building;
 - (C) chimneys, stairs, balconies, and other things attached to the exterior of the building;
 - (D) doors, windows and skylights, including but not limited to casings, frames and sills of such doors, windows and skylights, on the exterior of the building or that front on the Common Property; and
 - (E) fences, railings and similar structures that enclose patios, balconies and yards.
- (d) a Strata Lot, but the duty to repair and maintain it is restricted to:

- (i) the structural components 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 but not limited to casings, frames and sills of such doors, windows and skylights, on the exterior of a building or that front on the common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

6.0 PERMIT ENTRY

6.1 An Owner, Tenant, Occupant, or Invitee shall allow a Person authorized by the Strata Corporation to enter a Strata Lot:

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and,
- (b) at a reasonable time, on 48 hours' written notice, to:
 - (i) inspect, repair or maintain Common Property, Common Assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under the Bylaws or the Act; or
 - (ii) ensure compliance with the Act and the Bylaws.

6.2 The notice referred to in Bylaw 6.1(b) above shall include the date, approximate time of entry, and reason for entry.

6.3 Any notice permitted or required pursuant to this Bylaw 6.0 shall be given in accordance with Section 61 of the Act.

6.4 Without limiting the rights of the Strata Corporation pursuant to the Bylaws including but not limited to Bylaw 4.1, the Act, the Regulations, or at law, if an Owner, Tenant, Occupant or Invitee should commit an Entry Infraction, the Strata Corporation may do any of the following without further notice to the Owner, Tenant, Occupant, or Invitee:

- (a) use such reasonable force and assistance as the Strata Corporation may deem advisable in order to enter the Strata Lot, and in doing so neither the Strata Corporation or the Strata Council nor their agents will be liable for any costs, damages, actions, or claims whatsoever, including but not limited to:
 - (i) property damage;

- (ii) damage sustained by any Person, including without limiting the generality of the foregoing, an Owner, Tenant, Occupant, or Invitee; or
- (iii) an action for trespass;

with respect to the Forcible Entry, and without limiting the generality of the foregoing, the Strata Corporation shall have no obligation to restore the Strata Lot;

- (b) apply to a court of competent jurisdiction for any relief by way of order, injunction, decree or otherwise that may be appropriate to protect the interests of the Strata Corporation.

6.5 An Owner shall immediately upon notice from the Strata Corporation, deliver to the Strata Corporation the Forcible Entry Costs applicable to a Forcible Entry to that Owner's Strata Lot, whether or not such Forcible Entry resulted from a breach by the Owner, or the Owner's Occupant, Tenant, or Invitee.

6.6 Without limiting the generality of Bylaw 6.5 an Owner shall indemnify and save harmless the Strata Corporation from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind which the Strata Corporation may sustain, incur, or be put to by reason of or arising out of:

- (a) Forcible Entry; or
- (b) an Entry Infraction.

7.0 FEES AND ASSESSMENTS

7.1 An Owner shall:

- (a) pay strata fees on or before the 1st day of the month to which the strata fees relate; and
- (b) pay all Special Levies in accordance with the resolution approving such Special Levy in accordance with the Act;

7.2 The Strata Corporation shall cause to be prepared a budget for the coming fiscal year in accordance with the following:

- (a) a copy of the budget shall be distributed to all Owners with the notice of the annual general meeting, no less than 2 weeks in advance of the meeting, and will be accompanied by a financial statement;
- (b) if the budget is approved by a majority vote at the annual general meeting, it shall be implemented accordingly; and

- (c) Owners will be informed, within 2 weeks following the annual or special general meeting at which a budget is passed, of any changes to their strata fees resulting from that budget.

7.3 The Common Expenses set forth in each budget shall be payable to the Strata Corporation in accordance with the following:

- (a) payment shall be made in 12 equal consecutive instalments, in advance, to be paid on the 1st day of each and every month;
- (b) where the Strata Corporation has retained the services of a property manager or property management company, the Strata Corporation may forward payments of strata fees to such management company;
- (c) where the Strata Corporation has retained the services of a property manager or property management company, and an option for direct debit to an Owner's bank account is available for payment of strata fees, the Strata Council shall authorise the property management company to make this alternative available to the Owners.

7.4 An Owner may apply in writing to the Strata Corporation for a statement setting forth as of its due date the amount of any unpaid assessments due and owing from the Owner, and the Strata Corporation shall furnish the Owner with a statement within 10 days of receiving the written application.

7.5 Overdue strata fees shall bear interest at a rate of 10% per annum, compounded annually, not in advance, from the date when due until the date when paid;

7.6 The Strata Corporation may levy a fine of \$25.00 each time an Owner fails to pay strata fees in accordance with Bylaw 7.1(a).

7.7 The Strata Corporation may place a lien on a Strata Lot in accordance with the provisions of the Act, and notwithstanding the generality of the foregoing, under the following circumstances:

- (a) if strata fees payable in accordance with Bylaw 7.1(a):
 - (i) remain outstanding for a period of 60 days or more; or
 - (ii) where such strata fees come into arrears in an amount greater than \$500.00;
- (b) if a Special Levy is not paid in accordance with Bylaw 7.1(b);
- (c) if an Owner fails to pay a reimbursement of cost of work in accordance with section 85 of the Act; or

- (d) if an Owner fails to pay a Strata Lot's share of a judgment against the Strata Corporation.

7.8 In the event that the Strata Corporation is entitled to register a lien in accordance with the Act or with Bylaw 7.7:

- (a) all expenses associated with the lien shall be borne by the offending Owner;
- (b) the offending Owner shall be given 2 weeks' written notice from the Strata Council before the lien is filed; and,
- (c) the lien shall be for the total monies due and for any related costs.

8.0 RENTALS

8.1 No Owner shall enter into a tenancy agreement, or rent, lease, or grant to any Person a license or right to occupy all or any part of a Strata Lot, whether or not such Person pays rent or other consideration to the Owner, except

- (a) As permitted in accordance Section 142 or 143 of the Act; or
- (b) With the prior written consent of the Strata Corporation and otherwise subject to compliance with Bylaw 3.3, a Person other than an Owner or Family Member may be permitted to reside in, possess, occupy, or use a Strata Lot pursuant to a house swap arrangement, or as a roommate, house-sitter, or otherwise for a period of time as specified by the Strata Corporation in writing."

8.2 Notwithstanding Bylaw 8.1, an Owner may apply in writing to the Strata Council for an exemption pursuant to Section 144 of the Act, provided that the Strata Corporation may limit the period of time during which consent pursuant to this Bylaw 8.2 is applicable.

8.3 Before a Tenant takes possession of a Strata Lot pursuant to Section 143 or 144 of the Act:

- (a) an Owner must deliver to the Tenant the Bylaws and Rules and a Notice of Tenant's Responsibilities in the form required by the Act;
- (b) within two weeks of renting the Strata Lot, an Owner must give the Strata Corporation a copy of the Notice of Tenant's Responsibilities duly signed by the Tenant;
- (c) a Tenant shall, at any time upon request by the Strata Corporation, inform the Strata Corporation of his or her name.

8.4 Where an Owner contravenes this Bylaw 8.0, the Owner shall be subject to a fine of \$500.00 and the Strata Corporation may take all necessary steps to terminate the Owner's agreement with the Tenant, including, but not limited to, seeking a declaration or Court injunction to enforce this Bylaw 8.0. Any legal costs incurred by the Strata Corporation in

enforcing this Bylaw 8.0 shall be the responsibility of the contravening Owner and shall be recoverable from the Owner on a solicitor and own client basis by the Strata Corporation.

9.0 DECORATION AND IMPROVEMENT

9.1 No Owner, Tenant, or Occupant shall, without the written consent of the Strata Corporation, install shades, awnings, window or balcony guards, screens, ventilators, heating or cooling units, in or about the Premises.

9.2 No Owner, Tenant or Occupant shall attach plastic or film to the interior or exterior of any window or skylight on the Premises.

9.3 Except in connection with a common television antenna or cable system, no Owner, Tenant, or Occupant shall, without the written consent of the Strata Corporation, erect or fasten a television antenna, satellite dish, or similar structure or appurtenance to any part of the Premises.

9.4 An Owner, Tenant or Occupant may with the written consent of the gardening committee for the Strata Corporation maintain a garden area in Limited Common Property or Common Property adjacent to a Strata Lot, subject to the following:

- (a) An Owner, Tenant or Occupant who chooses to maintain such garden area shall at his or her expense, cause the garden area to be maintained to in good condition and without limiting the generality of the foregoing, shall water, prune and weed the garden area.
- (b) Except with written consent from the Strata Corporation, no Owner, Tenant or Occupant shall create a new garden area, change the size of an existing garden area, or plant trees or shrubs.
- (c) An Owner, Tenant or Occupant who has chosen to maintain such a garden area and for any reason does not maintain a garden area in accordance with Bylaw 9.4(a) shall pay all costs to return the garden area to the condition that existed prior to the date on which the Owner, Occupant, or Tenant elected to maintain the garden area.
- (d) No Owner, Tenant or Occupant shall prune a tree or shrub on the Premises without prior written approval from the Strata Corporation.

9.5 An Owner shall obtain the written approval of the Strata Council before making an alteration or addition or doing a renovation or other work on or to the Premises (the "Work") that involves any of the following:

- (a) the structural components of the building;
- (b) the exterior of the building;
- (c) chimneys, stairs, balconies, or things attached to the exterior of the building;

- (d) doors, windows or skylights on the exterior of the building, including but not limited to casings, frames and sills of such doors, windows or skylights, or that front on the Common Property;
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) Common Property located within the boundaries of a Strata Lot; or
- (g) Common Property, Common Assets or Limited Common Property.

9.6 Any Owner making application to the Strata Council pursuant to Bylaw 9.5 shall provide to the Strata Council:

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

9.7 The Strata Corporation must not unreasonably withhold its approval under Bylaw 9.5 but may require, as a condition of such approval that the Owner agree, in writing, to certain terms and conditions, including but not limited to the obligation of the Owner to do the following:

- (a) obtain all permits and approvals required in connection with the Work;
- (b) provide to the Strata Council copies of all permits, proofs, designs, plans, documents, materials or other information related to or in connection with the Work (the "Designs and Plans");
- (c) do or cause the Work to be done only in strict accordance with the Designs and Plans approved by the Strata Council (the "Approved Designs and Plans");
- (d) where required by the Strata Corporation, at the sole cost of the Owner, obtain and provide to the Strata Corporation a written report from a Professional Engineer confirming that the Work has been completed in accordance with the Approved Designs and Plans;
- (e) pay for all costs and expenses directly or indirectly relating to the Work, including but not limited to the cost of all labour, work and materials;
- (f) pay for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the Strata Corporation as a direct or indirect result of the Work, whether or not such maintenance, repairs, or replacement are connected to or resulting from repairs for which the Strata Corporation is responsible;
- (g) obtain and maintain third party liability insurance with coverage in such amount as is reasonable in the circumstances and as may be specified by the Strata Corporation in writing from time to time;

- (h) ensure that contractors and subcontractors hired in connection with the Work obtain and maintain coverage with Worksafe BC and comply with the provisions of the *Workers Compensation Act*;
- (i) provide to the Strata Council proof of the coverage referred to in 9.7(g) and 9.7(h) immediately upon request, and in any event prior to commencing the Work;
- (j) not permit, do or cause anything to be done that may cause a lien, certificate of pending litigation, judgment, or other charge in respect of the Work (the "Charge") to be registered against the Strata Lot;
- (k) without limiting the generality of section 9.7(j), if a Charge should for any reason be filed in respect of the Work, take all necessary steps to have the Charge cancelled and discharged within 15 days of the date the Owner or the Owner's Tenant has knowledge of such filing;
- (l) observe and comply with all laws, ordinances, regulations, or requirements of any federal, provincial, municipal, or other authority related to the Work;
- (m) upon selling or transferring the Strata Lot, ensure that the transferee executes an agreement with the Strata Corporation respecting the Work, in the same form as this Agreement;
- (n) at all times comply with the *Strata Property Act* and its Regulations;
- (o) at all times comply with the Bylaws and Rules of the Strata Corporation.
- (p) indemnify and save harmless the Strata Corporation for any action, damages, costs, loss or expense of whatever kind which the Strata Corporation may sustain in connection with the Work; and
- (q) any other terms that the Strata Corporation may reasonably require.

9.8 In performing the Work, and Owner shall:

- (a) ensure that contractors hired by him or her comply with and do all such things as are required to comply with workers' compensation legislation;
- (b) carry third party liability insurance with coverage in such amount as may be specified by the Strata Corporation in writing;
- (c) comply with all applicable laws;
- (d) obtain all required permits;
- (e) comply with the Bylaws, including without limiting the generality of the forgoing, Bylaw 10.2; and

(f) comply with all of the obligations set out in Bylaw 9.7.

9.9 An Owner shall, at the end of each day while the Work is being performed:

- (a) clear any debris from and clean any Common Property or land that is a Common Asset affected by the Work; and
- (b) fix any damage to Common Property or land that is a Common Asset resulting from the Work;

9.10 An Owner shall not permit alterations to be performed on the Premises between the hours of 9:00 p.m. and 8:00 a.m.

9.11 Where an Owner does not comply with Bylaw 9.9, the Strata Corporation may do all such things as are required to remedy the breach, and the Owner shall immediately upon notice from the Strata Corporation pay to the Strata Corporation all of its costs to do so.

9.12 Where an Owner makes any alteration or addition to the Premises or performs the Work in contravention of this Bylaw 9.0, the Strata Corporation shall be entitled to do all things as are necessary to restore the Premises to its original condition, and the Owner shall immediately upon receipt of notice from the Strata Corporation reimburse the Strata Corporation for such costs.

10.0 DAMAGE TO PROPERTY

10.1 An Owner, Tenant, Occupant or Invitee shall not do anything or omit to do anything that causes damage to the Premises or to the Common Assets.

10.2 An Owner shall indemnify and save harmless the Strata Corporation from and against any and all manner of actions, causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation legal fees on a solicitor and client basis) which the Strata Corporation may sustain, incur, or be put to by reason of or arising out of:

- (a) damage for which an Owner or his, her, or its Guests are responsible;
- (b) without limiting the generality of Bylaw 10.2(a), any act or omission of the Owner or his, her or its Guests; or
- (c) the non-observance or violation by the Owner or his, her or its Guests, of the Act, Regulations, Bylaws, or Rules.

11.0 PARKING

11.1 No Owner, Tenant, Occupant, or Invitee shall drive a vehicle on the Premises at a speed that exceeds 20 kilometres per hour or such other speed limit as the Strata Council may determine from time to time.

11.2 No Owner, Tenant, Occupant or Invitee shall park a vehicle anywhere on the Premises except:

- (a) in the parking stall, carport or garage assigned to the Strata Lot occupied by such Owner, Tenant or Occupant; or
- (b) pursuant to an agreement with another Owner, in the parking space assigned to the Strata Lot of that other Owner.

11.3 An Owner, Tenant or Occupant who proposes to park a Recreational Vehicle on the Premises shall request consent from the Strata Corporation to do so, and:

- (a) If at the time of a request by an Owner pursuant to this Bylaw 11.3, there is a Recreational Vehicle Parking Space available, the Strata Corporation shall grant to the requesting Owner the exclusive right to use the Recreational Vehicle Parking Space for such period and subject to such conditions as the Strata Corporation may determine, provided that the Strata Corporation shall be entitled to revoke such consent to use the Recreational Vehicle Parking Space on 30 days written notice to the Owner; or
- (b) If at the time of a request by an Owner pursuant to this Bylaw 11.3, there is no Recreational Vehicle Parking Space available, the Strata Corporation shall place the requesting Owner at the bottom of a waiting list, and when a Recreational Vehicle Parking Space becomes available the Strata Corporation shall grant to the Owner at the top of the waiting list, the right to use the Recreational Vehicle Parking Space for such period and subject to such conditions as the Strata Corporation may determine, provided that the Strata Corporation shall be entitled to revoke such consent to use the Recreational Vehicle Parking Space on 30 days written notice to the Owner.

11.4 No Owner, Tenant or Occupant shall park a Recreational Vehicle on the Premises other than in a Recreational Vehicle Parking Space in accordance with Bylaw 11.3:

11.5 An Owner who requires the exclusive use of a Common Property parking stall in addition to the Common Property parking stall or Common Property parking stalls previously assigned to the Owner may make a request to the Strata Corporation for consent for such use.

11.6 The Strata Corporation shall establish a waiting list of those Owners who have made a request in accordance with Bylaws 11.5, and when an additional parking stall becomes available, the Strata Corporation shall grant to the Owner at the top of such waiting list, the right to exclusive use of such parking stall, subject to such conditions as the Strata Council may determine.

11.7 No Owner, Tenant or Occupant shall at any time:

- (a) park a vehicle in a Visitor Parking Stall; or
- (b) permit an Invitee to park in a Visitor Parking Stall:

- (i) between 10:00 p.m. and 8:00 a.m. unless such Person displays a valid visitor parking permit issued by the Strata Corporation on the dashboard of the vehicle; or
- (ii) for any period greater than 7 consecutive days, or 14 days in any given calendar month, unless otherwise approved in writing by the Strata Council.

11.8 The owner of any vehicle parked in an area in which parking is prohibited shall be responsible for costs incurred by the Strata Corporation to tow and impound such vehicle.

11.9 No Owner, Tenant or Occupant shall permit any Person to use a parking space on the Premises other than:

- (a) an Owner, Tenant, or Occupant; or
- (b) an Invitee in accordance with Bylaw 11.7(b);

11.10 No Owner, Tenant, Occupant or Invitee shall:

- (a) obstruct or do anything that would restrict or limit access by any Person to Strata Lots, parking stalls, access lanes, roadways, or driveways;
- (b) without limiting the generality of Bylaw 3.4(a) park or drive a vehicle on the Premises in a manner that could cause exhaust to enter a Strata Lot or Common Property; or
- (c) subject to Bylaw 11.10(a), stop or park a vehicle in front of a Strata Lot except for the purpose of loading or unloading.

11.11 Except in the case of repairs that are strictly necessary in an emergency, no Owner, Tenant or Occupant shall repair any vehicle or mechanical equipment on the Premises.

11.12 No Owner, Tenant or Occupant shall wash a vehicle anywhere on the Premises in a manner which causes a hazard or nuisance to another Person.

11.13 No Owner, Tenant, Occupant, or Invitee shall use a parking stall for any purpose other than parking a vehicle or a motorcycle, and notwithstanding the generality of the foregoing, no Owner, Tenant, or Occupant shall without written consent from the Strata Council, use a parking stall for storage.

11.14 No Owner shall cause or permit an unregistered or uninsured vehicle to be parked on the Premises.

11.15 No Owner shall cause or permit a vehicle to leak or drip oil, gasoline, or other fluids onto the Premises.

11.16 If an Owner is in breach of Bylaw 11.15:

- (a) such owner shall at the Owner's sole cost and expense within 7 days of receipt of notice from the Strata Corporation, do all such things as are required to return to Premises to the condition that existed prior to the breach; and
- (b) if an Owner should fail to comply with Bylaw 11.16(a) within the time limit specified in Bylaw 11.16(a), the Strata Corporation shall be entitled to do all such things as are required to return to Premises to the condition that existed prior to the breach, and the Owner shall immediately provide to the Strata Corporation all of its costs to do so.

11.17 No Owner, Tenant or Occupant shall park a commercial vehicle anywhere on the Premises except with the prior written consent of the Strata Corporation for a period of time as specified by the Strata Corporation. For the purposes of this Bylaw, "commercial vehicle" has the meaning given to such term pursuant to the Commercial Transport Act [RSBC 1996] CHAPTER 58 as amended or replaced from time to time (the "Commercial Transport Act") and commercial vehicle includes:

- (a) a motor vehicle having permanently attached to it a truck or delivery body;
- (b) an ambulance, casket wagon, fire apparatus, hearse, motor bus, tow car, road building machine, taxi or a tractor (all as defined pursuant to the Commercial Transport Act);
- (c) any combination of truck, truck tractor, semi-trailer and trailer (all as defined pursuant to the Commercial Transport Act), and
- (d) any other vehicles as specified by regulation of the Lieutenant Governor in Council pursuant to the Commercial Transport Act as amended or replaced from time to time."

12.0 INSURANCE

12.1 No Owner shall do or permit to be done anything that increases the Insurance Costs or whereby the Insurance Coverage may be invalidated.

12.2 Where an Owner or his, her or its Guests are responsible for an increase in the Insurance Costs, the Owner shall pay to the Strata Corporation, in addition to any fine otherwise levied or payable pursuant to the Bylaws the amount of the increase in the Insurance Costs.

12.3 Where an Owner (the "Responsible Owner") or an Owner's Guests are responsible for loss or damage to Insured Property (the "Damage") the Strata Corporation may:

- (a) make a claim with its insurer for the cost to repair the Damage (the "Repair Costs");
- (b) repair the Damage; and
- (c) deliver written notice to the Responsible Owner of the amount of the Repair Costs.

12.4 Within 30 days of receipt of the notice referred to in Bylaw 12.3(c), the Responsible Owner shall pay to the Strata Corporation the lesser of:

- (a) the Deductible; and
- (b) the Repair Costs.

12.5 Each Owner of a Strata Lot is solely responsible for all forms of property and liability insurance on his or her Strata Lot and all or any fixtures, contents, or improvements therein and thereto against perils not insured by the Strata Corporation, for amounts in excess of amounts insured by the Strata Corporation, and for whatever is not covered by the insurance policies of the Strata Corporation.

12.6 An Owner may apply to the Strata Council in writing for a copy of any insurance policies effected by the Strata Corporation, and the receipts for the most recent premiums, and the Strata Council shall produce a copy thereof to the applicant within 2 weeks of receiving the application.

13.0 ANNUAL AND SPECIAL GENERAL MEETINGS

13.1 Annual and special general meetings shall be chaired by the President of the Strata Council or, in his or her absence, by the Vice President of the Strata Council.

13.2 Where both the President and Vice President of the Strata Council are absent from an annual or special general meeting, a Chair shall be elected by eligible voters present at the meeting.

13.3 At an annual or special general meeting:

- (a) except on matters requiring a unanimous vote, the vote for a Strata Lot may not be exercised if the Strata Corporation is entitled to register a lien against the Strata Lot under s.116(1) of the Act;
- (b) Persons who are not eligible to vote may only participate in discussions if permitted to do so by the Chair, and shall leave the meeting if a resolution passed by majority vote is passed requesting them to do so;
- (c) Persons who are not eligible to vote, including Tenants and Occupants:
 - (i) may attend;
 - (ii) may participate in the discussion at such meeting, but only if permitted to do so by the Chair of the meeting; and
 - (iii) shall leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.
- (d) voting cards shall be issued to eligible voters;

- (e) a vote is decided on a show of voting cards, unless an eligible voter requests a precise count;
- (f) if a precise count is requested by an eligible voter, the Chair of the meeting shall decide whether it will be by show of voting cards or by roll call, ballot or some other method;
- (g) Notwithstanding the generality of Bylaw 13.3(f) if a ballot is requested by an eligible voter, a vote shall be held by ballot. The outcome of each vote shall be announced by the Chair of the meeting and recorded in the minutes of the meeting. The precise number of votes for and against a resolution shall be announced where a precise count was requested by an eligible voter under Bylaw 13.3(f); and
- (h) if there is a tie vote, the President of the Strata Council, or if the President is absent or unable or unwilling to vote, the Vice President of the Strata Council may break the tie by casting a second, deciding vote.

13.4 A quorum for an annual or special general meeting shall be the eligible voters holding one third (1/3) of the Strata Corporation's votes, present in person or by proxy.

13.5 If a quorum is not present within 20 minutes from the time appointed for an annual or special general meeting, the meeting shall:

- (a) be terminated if the meeting was convened upon the requisition of owners; or
- (b) in all other cases, stand adjourned for a further 10 minutes and if at that time a quorum is not present for the meeting, the persons present and entitled to vote shall constitute a quorum.

13.6 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 Strata Council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;

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

14.0 STRATA COUNCIL

14.1 The Strata Council shall be comprised of not less than 3 and not more than 9 members.

14.2 Persons eligible to be elected to the Strata Council include:

- (a) an Owner;
- (b) a Spouse of an Owner, provided that such Owner is not on the Strata Council; or
- (c) a Person over the age of 18 years who resides with an Owner in a Strata Lot.

14.3 Where a Strata Lot is owned by more than one Person, only one Owner of that Strata Lot may be a member of Strata Council at any one time.

14.4 Any Owner whose strata fees are in arrears, or against whom the Strata Corporation is entitled to register a lien, shall not be eligible to sit on Strata Council.

14.5 The term of office of a Strata Council member ends at the end of the annual general meeting at which a replacement is elected.

14.6 A Person whose term as Strata Council member is ending is eligible for re-election.

14.7 In the election of Strata Council members held at each annual general meeting, the members elected to fill the vacant positions shall be elected for such one or two year term as is determined at the annual general meeting.

15.0 REMOVING AND REPLACING STRATA COUNCIL MEMBERS

15.1 Unless all the Owners are on the Strata Council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting remove one or more Strata Council members.

15.2 After removing a Strata Council member, the Strata Corporation shall hold an election at the same annual or special general meeting to replace the Strata Council member for the remainder of the term.

15.3 If a Strata Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term.

15.4 A replacement Strata Council member may be any Person eligible to sit on the Strata Council.

15.5 The Strata Council may appoint a Strata Council member under Bylaw 15.3 even if the absence of the Strata Council member being replaced leaves the Strata Council without a quorum.

15.6 If all the members of the Strata 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 Strata Council by complying with the provisions of the Act, the Regulations and the Bylaws respecting the calling and holding of meetings.

16.0 OFFICERS OF THE STRATA COUNCIL

16.1 At the first meeting of the Strata Council held after each annual general meeting of the Strata Corporation, the Strata Council shall elect, from among its members, a President, a Vice President, a Secretary and a Treasurer.

16.2 A Person may hold more than one office at a time, other than the offices of President and Vice President.

16.3 The Vice President has the powers and duties of the President

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

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

17.0 MEETINGS OF STRATA COUNCIL

17.1 Any Strata Council member may call a Strata Council meeting by giving the other Strata Council members at least 7 days notice of the meeting, specifying the reason for calling the meeting.

17.2 The notice in Bylaw 17.1 does not have to be in writing.

17.3 A Strata Council meeting may be held on less than 7 days 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:
 - (i) consent in advance of the meeting; or,
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

17.4 The Strata Council shall, within a reasonable period of time following a meeting of the members of the Strata Council, provide to the Owners minutes of such meeting.

18.0 REQUISITION OF A COUNCIL HEARING

18.1 By application in writing, stating the reason for the request, an Owner, Occupant or Tenant may request a hearing at a Strata Council meeting.

18.2 If a hearing is requested under Bylaw 18.1, the Strata Council shall hold a meeting to hear the applicant Owner within four weeks of receipt of the request.

18.3 If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council shall give the applicant Owner a written decision within one week of the hearing.

19.0 QUORUM AND VOTING AT STRATA COUNCIL MEETINGS

19.1 A quorum of the Strata Council is 2 where there are 4 or less members on Strata Council, 3 where there are 5 or 6 members on Strata Council, 4 where there are 7 members on Strata Council and 5 where there are 8 or more members on Strata Council.

19.2 Strata Council members shall be present in person at the Strata Council meeting to be counted in establishing a quorum.

19.3 At the option of the Strata Council, Strata Council meetings may be held by electronic means, so long as all Strata Council members and other participants can communicate with each other.

19.4 If a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.

19.5 Owners may attend Strata Council meetings as observers.

19.6 Despite Bylaw 19.5, no Owner may attend that portion of a Strata Council meeting that deals 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; or,

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

19.7 At Strata Council meetings, decisions shall be made by a majority of Strata Council members present in person at the meeting.

19.8 If there is a tie vote at a Strata Council meeting, the President of the Strata Council may break the tie by casting a second, deciding vote.

19.9 The results of all votes at a Strata Council meeting shall be recorded in the Strata Council meeting minutes, along with the names of the Strata Council members moving and seconding any resolutions, and the names of any dissenting or abstaining Strata Council members.

19.10 The Strata Council shall inform Owners of the minutes of all Strata Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

20.0 DELEGATION OF STRATA COUNCIL'S POWERS AND DUTIES

20.1 Subject to Bylaws 20.2 and 20.3, 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.

20.2 The Strata Council may delegate its spending powers or duties, but only by a resolution that:

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or,
- (b) delegates the general authority to make expenditures in accordance with Bylaw 20.3.

20.3 A delegation of a general authority to make expenditures shall:

- (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 Strata Council may not delegate its powers to determine, based on the facts of a particular case,

- (a) whether a Person has contravened a Bylaw or rule;
- (b) whether a Person should be fined, and the amount of the fine; or,
- (c) whether a Person should be denied access to any part of the Premises.

21.0 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 the Bylaws.

21.2 Notwithstanding Bylaw 21.1, where there are reasonable grounds to believe that an immediate expenditure is necessary, the Strata Council may make such expenditure without approval at an annual or special general meeting provided that the expenditure is necessary to ensure safety and prevent significant loss or damage, whether physical or otherwise.

21.3 Subject to Bylaw 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 the same type or not, that were made pursuant to this Bylaw 21.3 in the same fiscal year, is less than \$5,000.00.

21.4 If the Strata Council makes an expenditure under Bylaw 21.3 above, the strata Council must inform the Owners within a reasonable period of time about any expenditure of more than \$2,500.00 on any single item.

21.5 Notwithstanding Bylaw 21.3 above, the Strata Council can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

22.0 LIMITATION OF LIABILITY OF COUNCIL MEMBERS

22.1 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 or intended performance of any duty of the Strata Council.

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

22.3 Bylaw 22.1 shall not apply notwithstanding the fact that it may be discovered that there was a defect in the manner of appointment of the Strata Council member.

23.0 ENFORCEMENT OF BYLAWS AND RULES

23.1 If after all reasonable efforts, the Strata Corporation deems a fine to be the most appropriate penalty for an infraction by the Owner or the Owner's Tenant or Occupant of the Bylaws or Rules, the Strata Corporation may fine an Owner as follows:

- (a) for the contravention of a Bylaw, a fine not to exceed \$200.00 for each contravention;
- (b) for the contravention of a Rule, a fine not to exceed \$50.00 for each contravention; and

- (c) notwithstanding Bylaw 23.1(a), for the contravention of Bylaw 8.0 respecting rentals, a fine in accordance with Bylaw 8.4.

23.2 The fines referred to in Bylaw 24.1 may be levied for every 7 days in which the contravention continues.

24.0 SALE OF STRATA LOTS & MOVING

24.1 An Owner shall notify the Strata Council in writing upon listing his, her or its Strata Lot for sale, and shall notify the Strata Council immediately upon any change in ownership of that Strata Lot.

24.2 An Owner or agent of the Owner shall supervise a prospective purchaser of a Strata Lot at all times while the prospective purchaser is on the Premises.

24.3 An Owner or agent of the Owner shall not place a real estate sign on or about Common Property except an "Open House" sign may be displayed between the hours of 9:00 a.m. and 4:00 p.m. on the day of an open house.

24.4 An Owner, Occupant, or agent of the Owner shall not leave open, hold or prop open, or leave unlocked the entrance doors to the Premises for any reason.

24.5 An Owner, Occupant or Tenant shall move in or out of a Strata Lot only between the hours of 8:00 a.m. and 10:00 p.m..

24.6 Any damage caused by an Owner, Occupant, Tenant, or his, her or its agents while moving in or out of a Strata Lot shall be the sole responsibility of the Owner of the Strata Lot.

25.0 DISPUTES

25.1 The Strata Council is not required to obtain prior approval or authorization to commence an action under the *Small Claims Act* against an Owner or other Person to collect money owing to the Strata Corporation, including money owing as a fine.

26.0 NOTICE AND CONSENT

26.1 If at any time under these Bylaws, an Owner, Tenant or Occupant is required to provide notice to the Strata Council or to obtain consent from the Strata Council, such notice and consent will be effective only if in writing.

27.0 VOLUNTARY DISPUTE RESOLUTION

27.1 A dispute among Owners, Tenants, Occupants or the Strata Corporation or any combination of them may by notice in writing to the Strata Corporation from any of the disputing parties be referred to the Dispute Resolution Committee provided that:

- (a) all of the parties involved in a dispute consent; and
- (b) the dispute involves the Act, the Regulations, the Bylaws, or the Rules.

27.2 The Dispute Resolution Committee shall attempt to help the parties involved in the dispute to voluntarily end the dispute.

28.0 SEVERABILITY

28.1 The invalidity or unenforceability of any Bylaw shall not affect the validity or enforceability of any other Bylaw, and in such event, such invalid or unenforceable Bylaw shall be severable from the Bylaws, and the remainder of the Bylaws shall be construed as if such invalid or unenforceable Bylaw was omitted.

