

EMERALD RIDGE - BCS 490
CONSOLIDATED BYLAWS
2023

*These bylaws have been consolidated for your ease of use.
Fully registered documents are filed at the Land Titles Office

PREFACE: purposes of these bylaws, the word “resident” includes an owner, permitted tenant or occupant of a strata lot. These bylaws replace the current bylaws of Strata Corporation BCS490 in their entirety. For the purpose of these bylaws “Act” means the *Strata Property Act* (British Columbia), as may be amended or replaced from time to time.

DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1 PAYMENT OF STRATA FEES AND SPECIAL LEVIES

- 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 An owner must pay a special levy within 10 days of the date the resolution approving the special levy was passed, unless a different date is set out in the resolution.
- 1.3 If an owner is late in paying his or her strata fees or a special levy 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.
- 1.4 If an owner is late in paying his or her strata fees or a special levy, in addition to the interest payable pursuant to bylaw 1.3, the Strata Corporation will be entitled to assess a fine against such owner in the amount of \$50.00. If such default continues for a further month, an additional \$100.00 fine per month will be levied on a cumulative basis.
- 1.5 Any payments made by an owner shall first be applied to the payment of outstanding fines, interest and special levies and secondly to the payment of outstanding strata fees.

2 REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

- 2.1 An owner must repair and maintain the owner’s strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- 2.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- 2.3 An owner must maintain the landscaping on the owner’s strata lot to a standard commensurate with the quality of the development. Without limiting the generality of the foregoing, the owner of a vacant strata lot must clear his or her strata lot of all natural vegetation and growth (except only trees) annually on or before May 1st and in no event will an owner allow *natural vegetation or growth to exceed 10 inches in height at any time, with the exception of trees which shall be pruned and maintained.*

- 2.4 If an owner is in contravention of bylaws 2.3 and fails to remedy such contravention within 2 weeks of receiving written notice from council advising of the contravention, council may, at the owner's cost and expense, enter the owner's strata lot and remedy the contravention.

3 USE OF PROPERTY

- 3.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property or a common asset 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 the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 3.3 An owner, tenant, occupant or visitor must keep the strata lot in a clean and tidy condition and not use such strata lot for storage or for keeping items which in the opinion of the strata council are unsightly or inappropriate.
- 3.4 An owner, tenant, occupant or visitor must not use on a strata lot, the common property or land that is a common asset any mechanized trail bike or all-terrain vehicle of any kind.
- 3.5 An owner, tenant, occupant or visitor must:
- (a) only place refuse bins, of a maximum size as determined by the refuse removal service, on the designated pick up day(s) and must clean up any refuse spillage as soon as possible; and
 - (b) maintain a lighting fixture, approved by council, on their monument; said lighting fixture must be illuminated, at a minimum, from dusk to dawn but in any event must be controlled by a photo-cell sensor.
- 3.6 An owner, tenant, occupant or visitor must not:
- (a) allow any signs, billboards, notices or advertising matter of any kind to be placed on any part of the common property or the strata lot except for real estate signs in the established size, which may be placed in that area of the common property designated for that purpose from time to time by the strata council;
 - (b) use or permit the use of a strata lot other than as a single-family residence;

- (c) erect, place, keep or display signs, billboards, advertising matter or notice or display of any kind on the common property, limited common property or, in or on a strata lot in any manner which may be visible from the outside of the strata lot (other than “for sale” signs which may be placed in that area of the common property designated for that purpose from time to time by the strata council);
 - (d) deposit household refuse and garbage on or about the common property or limited common property;
 - (e) burn any material on a strata lot or the common property;
 - (f) store any perishable or hazardous material or items that may deteriorate or attract pests on a strata lot or the common property;
 - (g) use outdoor laundry lines or protective tarps on a strata lot or common property;
 - (h) carry out or cause to be carried out any strata lot landscaping (including but not limited to lawn mowing and leaf blowing) involving the use of gas or electric powered equipment except between the hours of 8:00am and 8:00pm;
 - (i) put up or illuminate Christmas lights or other seasonal decorations prior to November 15 and must take them down by no later than January 15;
 - (j) hold a garage sale on a strata lot or any part of the common property provided that council may (but is not obligated to) set a spring and/or fall date (but no more than two per year) on which garage sales may be held.
- 3.7 An owner, tenant, occupant or visitor must not operate a business on a strata lot that affects or interferes with other owners by way of increased traffic, water consumption, noise or unreasonable disturbance of living.
- 3.8 An owner, tenant, occupant or visitor must not water the garden and lawn on his or her strata lot except on the days and during the hours permitted by the City of Chilliwack’s bylaws and Water Sprinkling Regulations.

4 INFORM STRATA CORPORATION

- 4.1 Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner’s name, strata lot number and mailing address outside the strata plan, if any.
- 4.2 On or before the date any tenant takes occupancy of a strata lot, the owner must inform the Strata Corporation of the tenant’s name, strata lot number, and tenant’s and owner’s mailing address and within 2 weeks of renting the strata lot provide a fully completed and signed Form K Notice of Tenant’s Responsibilities to the council.
- 4.3 An owner who appoints an agent to manage a strata lot must advise the Strata Corporation upon such appointment of the name, mailing address and telephone number of the agent. The owner is responsible for ensuring that the agent is conversant with and complies with the bylaws and rules of the Strata Corporation.

5 OBTAIN APPROVAL BEFORE CONSTRUCTING AN IMPROVEMENT OR ALTERING A STRATA LOT

- 5.1 An owner, tenant or occupant must receive the written approval of the council and any design consultant retained by the council before making an alteration to:
- (a) the exterior of an improvement constructed on the strata lot; or
 - (b) the unenclosed areas of the strata lot,
 - (i) including but not limited to changing exterior colors or finishes, paving, above-ground or in-ground swimming pools or spas, cabanas, gazebos, sheds, trellises, screens, fences, gates, attached or free standing decks, exterior blinds, security bars, awnings, satellite dishes, antennas, air conditioners, solar panels, exterior light fixtures or security devices or similar items or structures and to the painting or staining of any of the aforesaid or of the exterior of a building constructed on the strata lot.
- 5.2 The council shall approve satellite dishes or telecommunications receptors under 26” in diameter and shall approve them over 26” in diameter only if such satellite dishes or telecommunications receptors are screened from public view.
- 5.3 The council must not grant permission for strata lot improvements or additions that would obstruct or partially obstruct valley or fairway views of other strata lot owners without having received consent in writing from the owner or owners of a strata lot whose view may be obstructed or partially obstructed by the proposed improvement or addition.
- 5.4 The council’s consent to alterations, additions or improvements to a strata lot is subject to the applicant’s written undertaking in a form satisfactory to the council that the applicant will be responsible for any expenses relating to the proposed alterations, additions or improvements but such consent shall not be unreasonably withheld or delayed.

6 OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY OR LIMITED COMMON PROPERTY

- 6.1 A resident must obtain the written approval of the Strata Corporation before making an alteration to common property, limited common property or common assets.
- 6.2 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 PERMIT ENTRY TO STRATA LOT

- 7.1 An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and

- (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act.

7.2 The notice referred to in subsection 7.1(b) must include the date and approximate time of entry, and the reason for entry.

DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION

8 REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

8.1 The Strata Corporation must repair and maintain all of the following:

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

DIVISION 3 – COUNCIL

9 COUNCIL SIZE

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

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 the new council is elected.

10.2 A person whose term as council member is ending is eligible for re-election.

11 REMOVING COUNCIL MEMBER

- 11.1 Unless all the owners are on the council, the Strata Corporation may, by a resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more council members.
- 11.2 After removing a council member, the Strata Corporation must hold an election at the same Annual or Special General Meeting to replace the council member for the remainder of the term.
- 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 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, vice president, secretary, and 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, 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.

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 one week of the hearing.

16 QUORUM OF COUNCIL

- 16.1 A quorum of the council is:
- (a) 1, if the council consists of one member;
 - (b) 2, if the council consists of 2, 3 or 4 members;
 - (c) 3, if the council consists of 5 or 6 members; and
 - (d) 4, if the council consists of 7 members.
- 16.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

17 COUNCIL MEETINGS

- 17.1 At the option of the council, council meetings may be held by conference telephone call or other 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; and
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

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 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 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

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, and the amount of the fine; 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 Despite subsection 21.1, a council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

22 LIMITATION 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.

DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES

23 MAXIMUM FINE

- 23.1 The Strata Corporation may fine an owner or tenant a maximum of:
- (a) \$500 for each contravention of Rental Restriction Bylaw 40 and \$200 for each contravention of any other bylaw; and
- (b) \$50 for each contravention of a Rule.
- 23.2 An owner shall indemnify the Strata Corporation from any and all costs, including legal costs on a solicitor-client basis, incurred by the Strata Corporation in the recovery from the owner of any monies owed by the owner to the Strata Corporation.

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.

DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS

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 both the president and the vice president are unwilling or unable to act, the meeting must be chaired by the secretary of the council.

- 25.4 If none of the president, the vice president or the secretary 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 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

- 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 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 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 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.
- 27.7 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 ORDER OF BUSINESS

- 28.1 The order of business at Annual and Special General Meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;

- (f) approve minutes from the last Annual or Special General Meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous Annual General Meeting, including reports of committees, if the meeting is an Annual General Meeting;
- (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an Annual General Meeting; and
- (n) terminate the meeting.

29 QUORUM FOR ANNUAL OR SPECIAL GENERAL MEETING

- 29.1 Business must not be conducted at an Annual or Special General Meeting unless a quorum is present.
- 29.2 A quorum for an Annual or Special General Meeting is eligible voters holding 1/3 of the Strata Corporation's votes, present in person or by proxy.
- 29.3 If at the time appointed for an Annual or Special General Meeting a quorum is not present, the meeting stands adjourned for a period of 15 minutes, and if a quorum described in subsection 29.2 is not present within 15 minutes from the time appointed for the meeting, the eligible voters present in person or by proxy constitute a quorum.

30 ELECTRONIC GENERAL MEETINGS ***(Added at the Annual General Meeting held on October 13, 2022)***

- 30.1 The strata corporation may hold annual or special general meetings by electronic means, (including special general meetings demanded by 20% of the strata corporation's votes pursuant to Section 43 of the Act), including by telephone conference call, or video conferencing, or any other electronic means, so long as all authorized participants and eligible voters may communicate with each other during the meeting through the same electronic platform or teleconference.
- 30.2 If an annual or special general meeting is held by electronic means, eligible voters are deemed to be present in person or by proxy.
- 30.3 An authorized participant means an agent of the Strata Corporation including a strata manager, legal counsel, insurance agent, chosen representative or any other person authorized by council to attend prior to the meeting.

31 PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS AT ELECTRONIC MEETING
(Added at the AGM held on October 13, 2022)

31.1 Persons who are not eligible to vote or are not authorized participants cannot participate in the discussion at a general meeting held by electronic means.

32 VOTING AT ELECTRONIC MEETING
(Added at the AGM held on October 13, 2022)

32.1 Notwithstanding any other bylaw, a vote may not be conducted by secret ballot at an electronic annual or special general meeting.

32.2 The votes on a resolution at an electronic meeting may be cast by eligible voters using any one of the following voting methods:

- (a) show of hands or voting cards if visual electronic communication is available;
- (b) any other electronic method that identifies votes of eligible voters
- (c) Amendments to resolutions and the budget may be voted upon by calling the roll or by any other electronic method so long as the chair can determine the outcome of the vote by all eligible voters during the meeting.
- (d) After the voting window is closed at the meeting:
 - (i) the total number of votes cast by the registered eligible voters on each resolution will be calculated;
 - (ii) the chair will announce the outcome of the vote for each resolution whether the resolution was approved or defeated; and,
 - (iii) the outcome of the vote must be recorded in the minutes of the meeting.

DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION

33 VOLUNTARY DISPUTE RESOLUTION

33.1 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 parties to the dispute consent; and
- (b) the dispute involves the Act, the regulations, the bylaws or the rules.

33.2 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.
- 33.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 – PARKING, VEHICLES AND DELIVERIES

34 PARKING

- 34.1 An owner, tenant or occupant must park their vehicles on their strata lot. An owner, tenant or occupant is not permitted to park their vehicles on the common property.
- 34.2 Visitors may not park on the common property except in parking spaces specifically marked and designated for guest parking and in any event on no more than a total of 3 days in any 1 month unless written permission has been granted by Council.
- 34.3 An owner, tenant and occupant is responsible to ensure that their guests (including delivery vehicles) do not park on the common property within fifteen (15) metres (50 feet) of;
 - (a) access gates to the development,
 - (b) road crossings and
 - (c) cul-de-sac entrances.
- 34.4 An owner, tenant, occupant or visitors may not park boats, recreational vehicles (RVs), trailers or commercial vehicles on the common property longer than a total of 3 days in any calendar month, except with the express written consent of the strata council.
(Amended at the AGM of November 7, 2023)
- 34.5 Subject to bylaw 34.1, RVs, boats, trailers and commercial vehicles must be parked so they are not visible, either directly or indirectly, from the outside of the owner's strata lot, except with the express written consent of council.
- 34.6 An owner, tenant, occupant or visitor is permitted to park RVs in front of their strata lots for the purpose of loading and unloading the RV, provided that such parking is limited to twenty-four (24) hours. An owner, tenant, occupant or visitor must not park RVs on the common property within fifteen (15) metres (50 feet) of;
 - (a) access gates to the development,
 - (b) road crossings, and
 - (c) cul-de-sac entrances. Residents parking RVs on common property pursuant to this bylaw must ensure such parking does not impede the free and easy passage of other vehicles (including emergency vehicles and golf carts) on the common property. *(Amended at the AGM of November 7, 2023)*

- 34.7 Parking of vehicles, golf carts and mechanized equipment is prohibited other than in garages or on areas paved for such vehicles or equipment. Owners of vehicles or equipment parked on unenclosed areas must have such vehicles or equipment both licensed (as applicable) and insured.
- 34.8 Any vehicles, including boats, RVs, trailers or commercial vehicles, parked on the common property in violation of these bylaws may be towed at the owner's expense.

35 VEHICLE MAINTENANCE AND REPAIR

- 35.1 Vehicle maintenance or repair is not permitted anywhere on the common property or on the strata lot other than in garages, except that minor, routine maintenance is permitted outdoors on the strata lot.
- 35.2 An owner, tenant, occupant or visitor must promptly clean up any vehicle fluid leakage from a vehicle parked on his or her strata lot or parked on the common property by the resident or their respective visitors.

36 REGISTRATION OF VEHICLES

- 36.1 Residents must register all owned and leased vehicles with the Strata Corporation on a form to be provided by the strata council by no later than the third day after which the resident has acquired such vehicle.

37 SPEED LIMIT

- 37.1 Vehicle speed on all common property is limited to a maximum of 25km per hour.

38 CAR WASHING

- 38.1 In freezing weather, a resident must not permit any water from car washing or any other activities on the strata lot to run onto the common property.

39 DELIVERY AND MOVERS' VEHICLES

- 39.1 All delivery vehicles must park in the driveway of a strata lot and not on common property, unless the delivery vehicle is too large to safely fit in the strata lot's driveway in which case the delivery vehicle may park at curbside immediately outside the strata lot for a maximum of one (1) hour per delivery trip. Residents must ensure that curbside parking by delivery vehicles does not impede the free and easy passage of other vehicles (including emergency vehicles and golf cars) on the common property.
- 39.2 All movers' vehicles must park in the driveway of a strata lot and not on common property, unless the movers' vehicle is too large to safely fit in the strata lot's driveway in which case the movers' vehicle may park at curbside immediately outside the strata lot for a maximum of 12 hours in any 24-hour period. Residents and tenants must ensure that curbside parking by movers' vehicles does not impede the free and easy passage of other vehicles (including emergency vehicles and golf carts) on the common property.

DIVISION 8 – PETS

40 PETS

- 40.1 An owner, tenant, occupant or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
- 40.2 An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- 40.3 An owner, tenant, occupant or visitor must not keep a pet on a strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to two caged birds; and
 - (d) two dogs or two cats or one dog and one cat.
- 40.4 An owner, tenant, occupant or visitor must not harbor exotic or dangerous pets, including but not limited to snakes, reptiles, spiders, large members of the cat family or any animal prohibited to be kept as a pet by applicable zoning bylaws.
- 40.5 An owner, tenant, occupant or visitor must apply to the council for written permission to keep a pet (a “Permitted Pet”) by registering the pet with the council within 10 days of the pet residing on a strata lot and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the Permitted Pet’s owner.
- 40.6 An owner, tenant, occupant or visitor must not permit a loose or unleashed Permitted Pet at any time on the common property, on land that is a common asset or on a strata lot unless the owner of such strata lot has granted permission. A Permitted Pet found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner.
- 40.7 An owner, tenant, occupant or visitor must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them, within 15 days.
- 40.8 The pet of an owner, tenant, occupant or visitor who contravenes bylaw 42 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the Strata Corporation to obtain the injunction, including legal costs.

- 40.9 A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. The pet owner must immediately dispose of any excrement on a strata lot, common property or on land that is a common asset.
- 40.10 A pet owner must keep a Permitted Pet only in a strata lot, except for ingress and egress. Dog runs and kennels of any kind are prohibited.
- 40.11 An owner, tenant, occupant or visitor must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 40.12 An owner, tenant, occupant or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset.
- 40.13 No bird feeders of any kind may be kept on the strata lots, common property or land that is a common asset.

DIVISION 9 – RENTAL OF A RESIDENTIAL STRATA LOT

41 RENTAL OF A RESIDENTIAL STRATA LOT

(Replaced at the AGM of November 7, 2023)

- 41.1 Before renting to a prospective tenant, an owner must comply with s.146 of the Act by giving the prospective tenant:
- (a) the current bylaws and the rules of the strata corporation (copies of the current bylaws and rules may be obtained from the strata corporation for the fees prescribed under the Act and the Regulations); and
 - (b) a Notice of Tenant's Responsibilities in Form K.
- 41.2 Within two weeks of renting a strata lot, the owner must:
- (a) give the strata corporation a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant; and
- 41.3 An owner who rents a strata lot in contravention of subsections (41.1 and 41.2) and fails to provide the strata corporation with a Form K signed by the tenant may be subject to a fine of \$200 for each 7-day period that the strata lot is rented until the prescribed documents have been provided to the tenant and the strata corporation.
- 41.4 The strata corporation may give the tenant notice terminating the tenancy agreement for cause under the Residential Tenancy Act, for a repeated and continuing contravention of a reasonable and significant bylaw or rule, if such contravention seriously interferes with another person's use and enjoyment of a strata lot, the common property or common assets. For clarity, a "significant bylaw or rule" includes, but is not limited to all bylaws and rules that relate to nuisance, illegal activity, harassment, use of and damage to property (including theft).

- 41.5 An owner who rents a strata lot in contravention of this bylaw (other than Bylaw 41.1 and Bylaw 41.2) or who's failure to terminate a tenancy results in the strata corporation exercising its rights under Bylaw 41.4, may be subject to a fine at the discretion of the strata council in an amount not to exceed \$500.00 for each 7-day period that the strata lot is rented in contravention of this bylaw.
- 41.6 The strata corporation shall take all necessary steps to terminate a lease or tenancy that contravenes this bylaw including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs or expenses incurred by the strata corporation in enforcing any part this bylaw shall be the responsibility of the owner of the strata lot and shall be recoverable from the owner on a solicitor and own client basis by the strata corporation.

42 ILLEGAL SUITES

- 42.1 Without limiting any other bylaw, no illegal suits or unauthorized accommodation, including any suits or accommodation in contravention of the City of Chilliwack Bylaws, will be permitted on any strata lot.

DIVISION 10 – MISCELLANEOUS

43 SMALL CLAIMS ACTIONS

- 43.1 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.

44 ABANDONED ITEMS

- 44.1 An owner, tenant, occupant or visitor who leaves personal property anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is an insured under that policy.

45 INSURANCE

(Amended the AGM held on October 13, 2022)

- 45.1 An owner, tenant, occupant or visitor is responsible for any damage to their own or to any other strata lots or to improvements thereon caused by their deliberate act or negligence.
- 45.2 An owner, tenant, occupant or visitor must not do, or omit to do, whether deliberately or negligently, any act which would result in costs being incurred by the Strata Corporation due to a claim being made on an insurance policy of the Strata Corporation including the cost of a deductible under such policy.
- 45.3 An owner, tenant, occupant or their visitor shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, the common assets (including, without limitation, any recreational facilities) or any strata lot by the owner's act, omission, negligence or carelessness or by that of any member of the owner's family or the owner's guests, employees, agents or tenants, but only to the extent that such expense is not reimbursed

from the proceeds of any insurance policy. In such circumstances, and for the purposes of this bylaw, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and shall be charged to the owner as permitted by section 133 of the Act (i.e. being the reasonable cost of the Strata Corporation remedying the contravention of bylaw 38.2), and shall be added to and become a part of the assessment of that owner for the month next following the date on which such expense was incurred, and shall become due and payable on the date of payment of the monthly assessment.

- 45.4 The owners tenants, occupants or their visitors agree that they will use the common property, limited common property and any lands comprising a common asset at their own risk, and that the Strata Corporation will not be liable for, and each of the owners hereby waives and releases as against the Strata Corporation, any claim, action, damage, liability cost or expense which the owner may suffer, incur or be put to in connection with any use of common property or any lands comprising a common asset, including any roadways, trails or wharves thereon or connected thereto.
- 45.5 The annual Strata Insurance Premium be expensed from the Contingency Reserve Fund and then paid back over a period of twelve (12) months. *(Amended the AGM held on October 13, 2022)*

46 **SHORT TERM ACCOMMODATION**

(Added at the AGM of November 7, 2023)

- 46.1 An owner, tenant or occupant must not use or permit the use of all or part of a residential strata lot as short-term accommodation for a period of less than 30 consecutive days, by anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration. Without restricting the generality of the foregoing, an owner, tenant or occupant must not:
- (a) enter into a license for the use of all or part of a strata lot;
 - (b) permit any strata lot or part thereof to be used or occupied as vacation, travel or temporary accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time; or
 - (c) directly or indirectly advertise, market, promote or license for use of any strata lot or part thereof as vacation, travel or temporary accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time.
- 46.2 An owner, tenant, or occupant who uses a strata lot as a short term accommodation in contravention of Bylaws 46.1, may be subject to a fine of up to \$1,000.00 per day, at the discretion of the strata council.

**** END OF BYLAWS ****

EXHIBIT "I"

RENTAL DISCLOSURE STATEMENT

Strata Property Act

FORM J

RENTAL DISCLOSURE STATEMENT

(Section 139)

Re: Strata Plan BCS490, being a strata plan of

NO PID

Strata Lots 1-90, Sections 27 and 28, Township 2 and Section 30, Township 29, Range 29, West of the 6th Meridian, New Westminster District, Strata Plan BCS490

1. The three planned phases of the development described above include a total of 90 residential strata lots. The first phase of the development described above included a total of 28 residential strata lots and the second phase included 29 residential strata lots. Only the first and second phase of the noted development have been created to date.
2. The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

[Describe all strata lots rented out by owner developer as of the date of this statement.]

Description of Strata Lots	Date Rental Period Expires
N/A	N/A

3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out all twenty-eight (28) residential strata lots in Phase I of the noted development, as described below, until the date set out opposite each strata lot's description. In addition, the owner developer reserves the right to rent out all twenty-nine (29) residential strata lots in Phase II of the noted development, as described below, until the date set out opposite each strata lot's description. The developer further reserves the right to rent out the remaining thirty-three (33) residential strata lots in the remaining phase if the developer proceeds with such phase.

[Describe all strata lots intended to be rented out by the owner developer.]

Description of Strata Lots	Date Rental Period Expires
Phase I: Strata Lots 1-28	Indefinitely
Phase II: Strata Lots 29-57	Indefinitely
Phases III: Strata Lots 58-90	Indefinitely

4. There is no bylaw of the strata corporation that restricts the rental of strata lots.

Date: April __, 2005

The Falls Golf & Country Club Estates Ltd.

Per: _____
Authorized Signatory