

**PROPERTY BYLAWS
STRATA PLAN KAS 2654
(FRONTIER AT PIONEER JUNCTION)**

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

1. Payment of Strata Fees

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. Failure to pay entitles the Strata Corporation to register a lien against that strata lot.
- (2) An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account.
- (3) Until strata fees are assessed for any particular year the owners must pay monthly Strata Fees based on the monthly strata fees for their strata lot for the preceding year.
- (4) 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 3/4 vote by the Owners.

Interest

- (5) Whether or not a fine has been levied for late payment interest is payable in respect of late payment by an owner, tenant or occupant of a strata lot calculated on a monthly basis commencing from the due date and continuing until paid of:
 - (a) strata fees at the rate 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;
 - (b) special levies and fines at the prime rate from time to time of the strata corporation's banker plus 5% per annum compounded monthly; and
 - (c) any other amounts properly payable to the strata corporation by the owner at the prime rate from time to time of the strata corporation's banker plus 2% compounded monthly.
- (6) Payments received from an owner or tenant on overdue accounts shall be applied in the following order:

- (a) in payment of fines,
- (b) in payment of amounts (other than strata fees) properly payable to the strata corporation,
- (c) in payment of interest, and
- (d) in payment of strata fees.

2. Repair and Maintenance of Property by Owner

- (1) An owner must repair and maintain the owner's strata lot, including windows, doors, skylights and external light fixtures that are controlled by the unit occupant (including the casings, the frames and the sills thereof) and areas allocated to his / her exclusive use whether as limited common property or not, except for repair and maintenance that is the responsibility of the strata corporation.
- (2) An owner must repair and maintain the geo thermal unit in the owner's strata lot to ensure that it is in good working order and that the filters are cleaned / replaced in a timely manner. Owners are fiscally responsible for all required repairs and maintenance to the geo thermal unit for their strata lot.
- (3) An owner who has the use of limited common property must repair and maintain that limited common property, except for repair and maintenance that is the responsibility of the strata corporation.
- (4) An owner, tenant, occupant, or visitor must not reduce heat in a strata lot below 10 degrees Celsius in order to ensure a frost-free environment and prevent damage.
- (5) An owner must keep his strata lot, including windows, doors, skylights and external light fixtures that are controlled by the unit occupant (including the casings, the frames and the sills thereof) and areas allocated to his exclusive use (whether as limited common property or otherwise) in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or "Force Majeure" excepted.
- (6) Council is authorized to request, in writing, that an owner repair or replace portions of his strata lot, including windows, doors, skylights and external light fixtures that are controlled by the unit occupant (including the casings, the frames and the sills thereof) and areas allocated to his exclusive use (whether as limited common property or otherwise) at the owner's own expense.
- (7) Notwithstanding the above provisions, council may, at its sole discretion, authorize that the Strata Corporation shall share equally with the owner the costs associated with the repair or replacement of front entry doors where there is significant damage or wear showing on the outside.
- (8) The Strata Corporation shall pay for the re-painting of doors when a general repainting of that building is scheduled. At all other times the owner shall be

responsible, at their own expense, of repainting new or repaired doors in the colors approved for that building.

- (9) All owners shall be held individually financially responsible for water resultant damages caused to their property or the property of other owners or the common property as a result of the failure or negligent operation of any water supplied appliance or fixture located within their unit that is not common property. This includes but is not limited to toilets, broken or overflowing plumbing fixtures within the strata lot, burst or leaking appliance hoses within the strata lot, malfunction of equipments such as washers, ice makers, water purifiers, taps and the like installed within the strata lot, modifications and / or additions to waterlines located within the strata lot, and clothes or dish washing machines. The Strata Corporation will arrange for repairs to the common property and the units owned by others and will bill back the unit owner. This financial responsibility will be to a maximum of the Strata Corporation's insurance deductible. This Bylaw specifically excludes water damage caused by water ingress from outside the strata lot, including roofs and exterior walls.
- (10) An owner must maintain his propane or natural gas fireplace to ensure it burns cleanly and does not stain the exterior of the building.
- (11) An owner is responsible for the timely removal of all snow from areas designated as limited common property for the exclusive use of that owner.
- (12) Any maintenance or alteration to a Strata Lot fire sprinkler or fire alarm system shall be carried out by the company retained by the strata corporation to maintain the building fire equipment and fire protection system.
- (13) An owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth, or in any way hinder the landscaping maintenance of the property.

3. Use of Property

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable or repetitive 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 injurious to the reputation of the strata corporation, in violation of municipal bylaws, 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.

- (f) is used to conduct commercial business including but not limited to auto mechanic, carpentry, except without the prior consent of the Strata Council.
- (2) Without limiting the generality of subsection (1) but subject to any rules established by Council in respect thereof, an owner, tenant, occupant or visitor must not, before obtaining written approval from Council (which approval Council may in its sole discretion withhold):
- (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 11:00 p.m. and 8:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
 - (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
 - (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
 - (d) obstruct or use the sidewalks, walkways, passages, decks and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
 - (e) leave on the common property or any limited common property, any item except as designated from time to time by Council;
 - (f) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time;
 - (g) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
 - (h) do anything that will increase the risk of fire; and nothing should be brought onto or stored on a strata lot or the common property, and no use should be made of any part of a strata lot or the common property, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the strata corporation, or which will invalidate any insurance policy;
 - (i) allow a strata lot to become unsanitary or a source of odor;
 - (j) install any window coverings (including loft windows), visible from the exterior of his strata lot, which detract from the overall consistent appearance of the condominium complex. Inappropriate, unapproved window coverings are, but shall not be limited to, damaged and unsightly window coverings, drapes, flags, bed sheets, aluminum foil, banners, posters, etc. and shall be subject to immediate removal. Notwithstanding the foregoing, as to permitted styles and colors, the

Strata Council may, at their sole discretion, grant permission for owners to retain window coverings that have been changed from the original if, in the opinion of Council, the colors and styles installed do not substantially detract from the overall appearance of the project and with the understanding that the owner will, upon subsequent changing of their window coverings, bring their unit into compliance with the by-law prevailing at that time.

- (k) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (l) use or install in or about a strata lot, erect on or fasten to the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by Council;
- (m) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto except those approved in writing by Council;
- (n) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (o) place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, approved types of barbecues, summer furniture and accessories in good repair. An owner, tenant or occupant of a strata lot which does not have enclosed balconies shall not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the Council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and color. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed;
- (p) For greater certainty, but not to affect the generality of the above subsection (o), the following items are specifically prohibited: fridges or appliances, milk crates, furniture other than recognized patio furniture, ice chests, weightlifting equipment, empty bottles, shelving units, motorcycles, kayaks, canoes, motorcycle or auto parts or accessories, hot tubs (whether permanent or portable) of any kind without the express written consent of the Strata Council;
- (q) An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot;
- (r) A resident must not use, or permit to be used, the strata lot except as a private dwelling home and, unless granted prior written approval by the Council, a resident must not allow more than two persons to occupy a strata lot originally designated by the owner developer as a one bedroom unit; not allow more than four persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit;

and not allow more than six persons to occupy a strata lot designated by the owner developer as a three bedroom unit. For the purposes of this bylaw, a "person" is defined to include children, but exclude visitors staying for less than 30 days with and owner, occupant or tenant of a strata lot;

- (s) not use his strata lot, or suffer or permit his strata lot to be used, for any other purpose other than as a residential dwelling plus ancillary home-based office use, notwithstanding the permitted uses under the zoning bylaws of the Village of Pemberton from time to time applicable may not be so limited, but subject to compliance with all applicable federal, provincial and municipal statutes, regulations and bylaws;
- (t) no owner shall construct, place, attach or install any railing, enclosure or other improvement, fixture or structure in deck areas, without the prior written approval of the Council;
- (u) feed pigeons, gulls or other birds, squirrels, rodents or other animals (with the exception of humming birds) from a strata lot or anywhere on or in close proximity to the common property or any limited common property nor leave any garbage or pet food anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
- (v) give any keys, combinations, security cards or other means of access to the building, or common areas to any person other than a contractor, occupant or guest of the strata lot permitted by these bylaws;
- (w) access or attempt to access any part of any roof for any purpose;
- (x) play or loiter on any common property in a way which affects the quiet enjoyment of any strata lot or the common property by any other owner or tenant;
- (y) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water.

4. Garbage Disposal

- (1) Subject to any rules made by Council an owner, tenant, occupant, or visitor:
 - (a) shall not deposit any household refuse and garbage on the common or limited common property;
 - (b) shall bag and tie all ordinary household refuse and garbage from his strata lot and remove and immediately deposit it in the containers provided by the strata corporation for that purpose;
 - (c) shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.
 - (d) shall never place or store garbage, animal feed, pet food or other attractants on common property or on limited common property

- (including decks), nor throw any refuse out of any windows or doors, or from the deck of a strata lot onto common property.
- (e) must not permit any commercial or construction debris, materials or packaging to be deposited on the strata corporation's disposal containers or on any common property, limited common property or common assets.

5. Parking & Roadways

- (1) Any vehicle parked in visitor parking areas without a valid parking permit will be towed at the vehicle owner's expense. The parking permit must be clearly displayed on the inside rear-view mirror by anyone parking in visitor parking areas – owners, visitors or tenants. Lost or stolen permits will be replaced at a cost of fifty dollars (\$50) each.
- (2) An owner, tenant or occupant must use the garage, driveway, or carport within their strata lot as the primary parking stall.
- (3) An owner, tenant or occupant must not park in any of the designated fire lanes.
- (4) An owner, tenant or occupant must not park in any designated Visitors' parking area. Any unauthorised parked vehicles (by Council or their agent), may be towed at the owner's expense and risk. The Strata Corporation is not liable for any damage to vehicles or property.
- (5) The following (but not limited to the following) is not permitted in common property including car ports and parking areas:
- (a) vehicular repair
 - (b) storage of private property other than:
 - (i) roadworthy, insured motor vehicles (license plates must be visible)
 - (ii) insured boat on trailer
 - (iii) bicycles
 - (iv) kayaks
 - (v) canoes
- (6) Owners are responsible for maintaining their assigned parking stalls. Any costs incurred by the Strata Corporation for cleaning oil and other stains may be charged back to the owner of the strata lot.
- (7) Vehicles dripping oil or any fluid will be prohibited from parking on common property until repaired. Owners of vehicles causing stains or other dripping shall clean up all drippings or on failure to do so within seven days after notification by the Strata Council, the strata lot owner will be assessed the cost of the clean up.

- (8) A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes, fire lanes, or no parking zones.
- (9) A resident or visitor operating a vehicle on common property or in the parking areas must not exceed 15 km per hour.
- (10) A resident or visitor must not permit any vehicles, over 20 feet in length, to be parked or stored on common property, including limited common property without the express written consent of the Strata Council.
- (11) Vehicles parked on common property must be moved at least every 7 days. Failing this the vehicle will be towed at the owner's expense.
- (12) A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs, (including, but not limited to, sawing drilling and the use of any adhesive or hardening compounds) or vehicle repairs.
- (13) Driveways shall be for the purpose of parking licensed motor vehicles only. All vehicles must be roadworthy, licensed and fully insured. Trailers of any type, recreational vehicles such as large motor homes, unlicensed motorcycles, snowmobiles, boats, storage of any items whatsoever will not be permitted without the express written consent of the Strata Council. Tarps will not be allowed to cover even licensed motor vehicles.
- (14) Every owner shall permit the Strata Corporation and its employees and contractors to maintain and repair the landscaping, paving and related works in such driveway or parking space (including, without limitation, snow removal), as the Strata Council determines to be appropriate, and shall ensure that such maintenance and repair work is not obstructed or hindered by him or the occupants of his strata lot.

6. Pets

- (1) An owner, tenant, or occupant shall be entitled to keep one dog and/or one cat, but not more than one of each domestic animal in a strata lot unless another pet is otherwise approved in writing by the Strata Council on behalf of the Strata Corporation. An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the Strata Council from time to time.
- (2) An owner, tenant or occupant must ensure that all animals are on a leash and in direct control of the owner or otherwise secured when on the common property; tying up *or leaving* pets outside on common property is not permitted at any time.
- (3) An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.

- (4) An owner of a dog or cat residing at the property shall attach a collar to the pet with a tag identifying the owner with a contact telephone number.
- (5) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.
- (6) No owner, tenant or occupant shall permit his/her pet to interfere with any other person, pet or object, or permit his/her pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
- (7) The Strata Council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the Strata Council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail. If any owner, tenant or occupant violates any provision of these bylaws or if the Strata Council on reasonable grounds considers a pet to be a nuisance the Strata Council may, by written notice to such owner, tenant or occupant cause such owner, tenant or occupant to have the pet removed from the strata lot within thirty days of receiving such notice.

7. Inform Strata Corporation

- (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.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.
- (3) Within 2 weeks of renting a strata lot to a tenant, an owner must inform the strata corporation, by way of a completed Form K, of the tenant's name and telephone number. Any owner of a strata lot who leases or rents his lot without submitting a Form K in accordance with the Strata Property Act shall be liable to a fine of \$200.00 for every month or part thereof that a tenant is in occupancy of the lot and the Form K is not submitted.

8. Obtain Approval Before Making Alterations to a Strata Lot

- (1) An owner, tenant or occupant must obtain the written approval of Council before making an alteration to a strata lot that in the opinion of Council involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;

- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) doors, windows and window coverings (except as otherwise covered in these by-laws) or skylights on the exterior of a building, or that front on the common property;
- (e) fences, gates or railings or similar structures that enclose a patio or balcony;
- (f) those parts of the strata lot which the Strata Corporation must insure under the Act;
- (g) an alteration to common property, including limited common property, or common assets;
- (h) notwithstanding the exceptions noted above, if an approved design of any items detailed above does not exist in the offices of the property manager, the owner will be required to seek written approval with attached drawings of the proposed design and Council will, at its discretion approve or reject the design. If approved it shall become one of the approved designs for the strata complex.
- (i) where exceptions for written approval are noted above, owners are still obligated to inform Council, in writing, that they intend on making those alterations. Council may, at its sole discretion, reject any such alterations after the fact should they fail to meet approved design or color parameters.

9. Obtain Approval Before Altering Common Property

- (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- (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 and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

10. Council Approval of Alteration to a Strata Lot or Common Property

- (1) Any request for the Council's approval of an alteration pursuant to these bylaws must be in writing and must specify the proposed alteration.
- (2) In considering a request for approval of an alteration, the Council may consider any factors that the Council determines are relevant at their sole option, and may:
 - (a) require that a request for approval be accompanied by sketch plans, architectural drawings, engineering reports or other specified documentation;
 - (b) consider whether proposed alterations are in accordance with designs or plans approved by the Council; and / or

- (c) consider whether alterations are consistent with the current use and appearance of the building and existing alterations.
- (3) The Council may require as a condition of its approval, that the owner agree, in writing, to specified terms and conditions at their sole option, including, not exhaustively, the following:
- (a) the owner must obtain any required building permits and any other required municipal authorizations prior to commencing any alteration;
 - (b) that the owner provide specified professional supervision or inspection, or both, of approved alterations;
 - (c) the standard of work and materials be not less than that of the existing structures;
 - (d) that the owner agree, in writing, to take responsibility for all costs connected to the alteration and/or sign an Assumption of Liability Agreement; and/or
 - (e) that the owner obtain and maintain specified insurance coverage with respect to the alteration and provide, on demand of the Council, evidence of such insurance coverage relating to the alteration;
- (4) Notwithstanding any provision to the contrary, the Council must withhold approval when:
- (a) a proposed alteration poses a problem for the building structure, any building safety system or the building envelope;
 - (b) in the opinion of the Council, a proposed alteration to common property should be the subject of a $\frac{3}{4}$ vote resolution of the owners to approve a significant change in the use or appearance of common property pursuant to section 71 of the *Strata Property Act* and such a resolution has not passed with respect to the proposed alteration.
- (5) If an owner obtains the written approval of the Council for a proposed alteration, that alteration must be completed in an expeditious manner, and in any event, within one year of the date of the approval.
- (6) An owner who carries out any work relating to any alteration or addition must promptly pay all of its contractors, subcontractors, material suppliers and workers; retain a holdback if required by the provisions of the Builders Lien Act, (as amended or replaced from time to time); keep all strata lots and the common property free and clear of all liens; and must, at its sole cost and expense, cause any liens that are filed against any strata lot or common property arising from such work to be discharged immediately. If the owner fails to cause the discharge any such lien, the Strata Corporation or the Council will be at liberty to pay and discharge any such lien on giving the owner seven business days' written notice of its intention to do so. Any amount so paid, together with any expenses and costs incurred by the Strata Corporation or the Council, including any legal costs on a solicitor and owner client basis, shall

become part of the assessment of the owner and shall become due and payable on the date of payment of the next monthly strata fees.

11. Responsibility for Alterations to a Strata Lot or Common Property

- (1) An owner who receives the benefit of an alteration, and any successor owner on title are responsible for all repairs, maintenance and any costs connected to the alteration, including but not limited to:
 - (a) the cost of making the alteration;
 - (b) the cost of repairing and maintaining the alteration;
 - (c) the cost of replacing the alteration, if necessary for any reason;
 - (d) the cost of repairing and maintaining the common property or a strata lot if such repair is required as a result of the alteration;
 - (e) any loss or damage resulting to other strata lots or to common property from the alteration.

- (2) The owner and any subsequent owner on title who receives the benefit of an alteration, must indemnify and hold harmless the Strata Corporation, the Council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the Strata Corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner, and shall become due and payable on the 1st day of the month after the owner is notified of the charge.

- (3) In an emergency, or on 30 days notice to the strata lot owner, the Council may maintain, repair, or remove any alteration to common property if in the opinion of the Council:
 - (a) the alteration has not received the required permits or approval of the municipality;
 - (b) the alteration poses a significant problem for the building structure, any building safety system or the building envelope;
 - (c) the alteration is not maintained or repaired (including but not limited to correction of the effects of rain, weathering, staining and/or discoloration of the alteration);
 - (d) the alteration is damaged; or
 - (e) removal of the alteration is necessary to perform necessary work to the building.

All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are the owner's responsibility.

- (4) On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an Assumption of Liability Agreement with

the Strata Corporation, the alteration may be removed by Council and the cost of the removal will be charged to the new owner.

- (5) To voluntarily remove an approved alteration, an owner must negotiate the terms of removal with the Council.
- (6) If an alteration is removed for any reason, an owner wishing to replace the alteration must request approval according to the same process as an original request for approval.
- (7) While owner's are permitted to perform the work of construction of any approved alterations rather than be compelled to hire a professional contractor, it is expected that the quality of workmanship shall be of a standard up to current building regulations and should such projects fail to meet those standards (as determined by Council or it's representatives) then Council may require that the project is brought up to standards or, failing that, be removed at the owner's expense.
- (8) Any construction where there is penetration to the building envelope will require an engineer's certificate upon completion so as to protect the Strata Corporation.

12. Unauthorized Alterations

- (1) Should an owner, tenant or occupant make or permit the making of alterations in violation of any section and subsections of these bylaws, the Strata Corporation will have the right to compel the owner to restore the altered property to its original condition to the satisfaction of the Strata Corporation and at the expense of the owner.
- (2) If the owner fails to restore the altered property within such reasonable time as specified by Council the Strata Corporation may do so and may recover all the costs thereof from the owner and such costs are subject to the same penalties and remedies as strata fees in the event of non-payment.

13. Permit Entry to Strata Lot

- (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, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under the Act. Notice must include the date and approximate time of entry, and the reason for entry.

- (2) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation and its agents, at all reasonable times on notice, except in case of emergency, when no notice is required, to enter his strata lot for the purpose of inspecting the same and maintaining, repairing or renewing water and sewer pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of his strata lot or any other strata lot or common property, or which interferes with the enjoyment of his strata lot, any other strata lot or common property, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the Strata Corporation, or for the purpose of ensuring that the Act and bylaws are being observed.
- (3) Where the Strata Corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.

14. Amenities Building

- (1) Hours of operation for the gym in the Amenities Building will be determined by the Strata Council from time to time. Access requires a deposit, which will be set by Council, to be held with the strata manager, after which a personal access code will be issued to that owner or resident. Access codes may only be used by the person, or for the event, for which they are issued, and may not be transferred.
- (2) The upper floor of the Amenities Building may be booked by owners/residents for social events, subject to rules and requirements for booking set by the Council from time to time, including but not limited to:
 - i) A returnable deposit of \$100.00
 - ii) Pre-payment in accordance with the posted tariff
 - iii) Clean up and removal of all generated garbage and restoration of the room to its normal configuration is the responsibility of the user; additional charges may be assessed if, in the opinion of the Council, such extra clean up is required.
- (3) Renters may use the Amenities Building, however the owner (landlord) must pay the damage deposit and forward the access code to the renter. In this case the owner would be responsible for any and all damages caused by his/her tenant.

DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION

15. Repair and Maintenance of Property by Strata Corporation

- (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;
 - (c) limited common property, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) fences, railings and similar structures that enclose patios, balconies and yards;
 - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building;
 - (ii) the exterior of a building, including the decorating of the whole of the exterior, except windows, doors, skylights (including the casings, the frames and the sills), balconies and patios included in a strata lot;
 - (iii) chimneys, stairs and other things attached to the exterior of a building;
 - (iv) maintain and repair, including renewal where reasonably necessary, pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one strata lot or common property.

DIVISION 3 - COUNCIL

16. Council Size and Powers

- (1) The Council must have at least 3 and not more than 7 members.
- (2) The powers and duties of the Strata Corporation shall be exercised and performed by the Council of the Strata Corporation.
- (3) Strata Council shall be given the authority to defend or enter into litigation against any party for any purpose should the Strata Council, upon hearing

competent legal advice, determine that the interests of the Strata Corporation are best served by such action.

17. Eligibility for Council

- (1) Any owner, corporation's nominee or tenant who has been assigned a landlord's right under section 147 or 148 of the Act may stand for Council.
- (2) As permitted under section 28(2) of the Act, a person other than an owner, an individual representing a corporate owner and a tenant may be a member of the Council provided such person falls within one of the following classes of persons:
 - (a) a spouse or common law relationship of an owner, including an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship;
 - (b) a representative, advisor or professional advisor of an owner appointed by the owner in writing.
- (3) No person or corporation's nominee may stand for Council if the Strata Corporation is entitled to register a lien against that person's or corporation's strata lot.
- (4) Notwithstanding subsection (3) a person or corporation's nominee may stand for or continue on Council although the Strata Corporation is entitled to register a lien against that members strata lot provided that the owner has corrected the Default or has paid the amount in dispute to the Strata Corporation in trust or into court within sixty days of the Default.

18. Council Members' Terms

- (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.
- (2) A person whose term as a Council member is ending is eligible for reelection.

19. Removing Council Member

- (1) Unless all the owners are on the Council, the Strata Corporation may, by a resolution passed by a 3/4 vote at an annual or special general meeting, remove one or more Council members.
- (2) After removing one or more Council members, the Strata Corporation must hold an election at the same annual or special general meeting to replace the Council member or members for the remainder of the term.

20. Replacing Council Member

- (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 Council may appoint a replacement Council member for the remainder of the term.
- (2) A replacement Council member may be appointed from any person eligible to sit on the Council.
- (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.
- (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.

21. Officers

- (1) At the first meeting of Council held after each annual general meeting of the Strata Corporation, the Council must elect, from among its members, a president (who will also be the chairman), a vice president (who will also be the vice-chairman), and a treasurer.
- (2) Each officer described in the preceding section serves at the pleasure of the Council, and may be removed and replaced by the Council from time to time.
- (3) A person may not hold more than one office at a time.
- (4) 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.
- (5) 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.

22. Calling and Conduct of Council Meetings

- (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.
- (2) The notice does not have to be in writing.
- (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.
- (4) The Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

23. Request to be Heard at a Council Meeting

- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at the next duly scheduled Council meeting.
- (2) If a hearing is granted under subsection (1), the Council must hold a meeting to hear the applicant within three months of the request.
- (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 month of the hearing.

24. Quorum of Council

- (1) A quorum of the Council is:
 - (a) 1, if Council consists of one member,
 - (b) 2, if Council consists of 2, 3 or 4 members,
 - (c) 3, if Council consists of 5 or 6 members,
 - (d) 4, if Council consists of 7 members, and
 - (e) a majority if Council consists of more than 7 members.
- (2) Attendance by persons at a Council meeting may be by telephone or other electronic method providing such method permits all persons participating in the meeting to communicate with each other during the meeting.

25. Council Meetings

- (1) At the option of the Council, Council meetings may be held in whole or in part by electronic means, so long as all Council members and other participants can communicate with each other.
- (2) If a Council meeting is held by electronic means, Council members are deemed to be present in person.

- (3) Owners may attend Council meetings as observers upon approval of the Council.
- (4) Despite subsection (3), no observers may attend those portions of Council meetings that deal with any of the following:
 - (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

26. Voting at Council Meetings

- (1) At Council meetings, decisions must be made by a majority of Council present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a Council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a Council meeting must be recorded in the Council meeting minutes.

27. Council to Inform Owners of Minutes

- (1) The Council must ensure that minutes of all council meetings are posted in a timely manner.

28. Delegation of Council's Powers and Duties

- (1) Subject to subsections (2) to (4), 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.
- (2) 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 (3).
- (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.

- (4) 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.
- (5) Council may:
 - (a) contract for and on behalf of the Strata Corporation, such agents, a property manager and employees as it thinks proper for the control, management and administration of the common property, common facilities or other assets of the corporation, and the exercise and performance of the powers and duties of the corporation; and
 - (b) subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members, or to a member or committee of members of the Strata Corporation, or to its manager, those of its powers and duties it thinks proper, and at any time revoke a delegation.

29. Spending Restrictions

- (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.
- (2) Despite subsection (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.

30. Limitation on Liability of Council Member

- (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.
- (2) Subsection (1) does not affect a Council member's liability, as an owner, for a judgment against the Strata Corporation.

31. Rules

- (1) Council may make rules:
 - (a) in accordance with and for the implementation of any matters arising out of these bylaws or the regulations; and
 - (b) governing the use, safety and condition of the common property and common assets.

- (2) Council may make rules for the implementation of any matters arising out of the bylaws including:
 - (a) defining words or expressions used in the bylaws and not otherwise defined;
 - (b) making any designation or determination which may be made under the bylaws; and
 - (c) generally to implement the intent of these bylaws.
- (3) Council must inform the owners and tenants of any new rules as soon as feasible.

DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES

32. Fines

- (1) The strata corporation may fine an owner or tenant a maximum of:
 - (a) \$200.00 for each contravention of a bylaw (other than a rental bylaw),
 - (b) \$50.00 for each contravention of a rule.
- (2) Fines may be levied against an owner if a bylaw or rule is contravened by:
 - (a) the owner,
 - (b) a person who is visiting the owner or was admitted to the premises by the owner for social, business or family reasons, or any other reason, or
 - (c) an occupant if the strata lot is not rented by the owner to a tenant.
- (3) The strata corporation may fine a tenant if a bylaw or rule is contravened by:
 - (a) the tenant,
 - (b) a person who is visiting the tenant or was admitted to the premises by the tenant for social, business or family reasons, or any other reason, or
 - (c) an occupant if the strata lot is not sublet by the tenant to a sub-tenant.
- (4) For the purposes of section 135 of the Act, any member of Council or the property manager may receive a complaint on behalf of Council and provide particulars of the complaint, to the owner, tenant or occupant for contravention of a bylaw or rule.
- (5) Where a tenant may be subject to a fine notice of the complaint must be given to the tenant's landlord and to the owner.

33. Continuing Contravention

- (1) If an activity or lack of activity (including non-payment of amounts payable to the strata corporation) 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 without the necessity of providing particulars thereof or a hearing in respect of that continuing contravention.

DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS

34. Person to Chair Meeting

- (1) Annual and special general meetings must be chaired by the president of Council.
- (2) If the president of Council is unwilling or unable to act, the meeting must be chaired by the vice president of Council.
- (3) If neither the president nor the vice president of 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.

35. Participation by Other than Eligible Voters

- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (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.
- (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.

36. Quorum

- (1) Save as otherwise provided in these bylaws business shall not be transacted at an annual or special general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.
- (2) One-third of the persons entitled to vote present in person or by proxy constitutes a quorum.
- (3) Notwithstanding section 48(3) of the Act, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 15 minutes from the time appointed and, if within ½ an hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

37. Voting

- (1) At an annual or special general meeting each strata lot has one vote and voting cards must be issued to each eligible voter upon request.
- (2) Only the following individuals are eligible to vote at an annual or special general meeting;
 - (a) an owner of a strata lot
 - (b) an individual appointed by the owner via a proxy.
- (3) At an annual or special general meeting a vote is decided on a show of hands, unless an eligible voter requests a precise count.
- (4) 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.
- (5) 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.
- (6) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- (7) At an annual or special general meeting matters are decided by majority vote unless a $\frac{3}{4}$ vote is required by the Strata Property Act.
- (8) 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.

38. Defaulting Owner

- (1) Except in cases where the Act requires a unanimous resolution, a vote for a strata lot may not be exercised at an annual or special general meeting if the Strata Corporation is entitled to register a lien against that strata lot under subsection 116(1) of the Act.

39. Order of Business

- (1) The order of business at annual and special general meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards if requested;
 - (b) determine that there is a quorum;

- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of Council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a Council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

DIVISION 6 - NOTICES

40. Notice by Mail and Other Means

- (1) Unless a person has provided some other address for the purpose of receiving notices and other records or documents, all notices may be mailed to, sent to, left at or placed at the person's strata lot.
- (2) An owner may at any time in writing advise the corporation of a change of address, fax number or electronic mail address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the giving of notices.
- (3) The word "notice" shall include any request, statement or other writing required or permitted to be given by the Strata Corporation to the owner or tenant of the strata lot.

DIVISION 9 – VOLUNTARY DISPUTE RESOLUTION

41. Voluntary Dispute Resolution

- (1) A dispute among owners, tenants, the Strata Corporation or any combination thereof may be referred to a dispute resolution committee by a party to the dispute if:
 - (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (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.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

