

# *Artisan Gardens*

9650 Askew Creek Drive, Chemainus BC

(With Amendment CA3792859 & CA5287970, CA5793126, CA6936326, CA7637418, CA7974161 & CA8236942)

## **Division 1 — Duties of Owners, Tenants, Occupants and Visitors**

### **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.

1(2) The Strata Corporation may charge an owner who is late paying his or her strata fees (comprising the monthly strata fee and any special levy) interest at the rate of 10% per annum, simple interest, compounded annually or the maximum rate of interest stipulated in the Regulations to the Strata Property Act enacted from time to time. The interest payable on a late payment of strata fees or special levies is not a fine and shall form part of the strata fees for the purposes of section 116 of the SPA.

1(3) The Strata Corporation may charge interest and, in addition, may levy a fine in its discretion pursuant to the Fine Bylaw for late payment of strata fees and any special levy. (Bylaw 1(2) & 1(3) Added June 23, 2014 CA3792859)

### **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) 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.

### **Use of property**

3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

(a) causes a nuisance or hazard to another person,

(b) causes unreasonable noise,

(c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets

or another strata lot,

(d) is illegal, or

(e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(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) 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.

(4) (1) An owner tenant occupant or visitor must not keep any animal or pet (hereinafter called a "pet") of any kind whatsoever within the development, save and except for an owner occupant who may keep not more than (a) 2 dogs, 2 cats or 1 dog and 1 cat (b) up to two caged birds, save and except unless otherwise first approved in writing by the Strata Council.

- (2) Notwithstanding bylaw 4 (1), an owner, tenant, occupant or visitor must not:
- a) Permit any pet on the common property, or on any common property designated as joint limited common property, that is not secure and/or tethered on a leash.
  - b) Permit any pet to deposit its feces on any part of the development. In any event, an owner, tenant, occupant or visitor, as the case may be, shall at all times be responsible for removing and disposing of any feces of their pets from the development.
  - c) Fail to pay for any and all costs, charges and expenses incurred for repairing or replacing any damage to the common property, a strata lot or to the person or property of another owner, tenant, occupant or visitor.
  - d) Fail to remove a pet from the development that the Strata Council has determined must be removed from the development, such determination having been made in the sole and absolute description of the Strata Council following notification to the owner, tenant or occupant and a hearing, if requested, revoking the rights of the owner to keep any such pet in the development given the determination of the strata Council that such pet is either offensive or injurious to the person or property of the owners, tenants and occupants in the development and
  - e) Permit any conduct contrary to any Rules adopted by the Strata Council from time to time concerning Pets within the development.

(Bylaw 3 (4) CA5793126 added January 30, 2017)

(5) Permanent Parking on the West side of the Strata common property road is restricted to vehicles associated with the Owners / homes located of the West side of the Strata common property road only. Owners may only park directly in front of their own home out of respect to neighbours. Short term parking by visitors or deliveries to any home would still be allowed. Street parking for extra vehicles associated with the homes on the East side of our Strata common property road shall park on the main street to the East of the homes. On-street parking is not allowed on the east side of the Strata common property road; Askew Creek Drive. (Bylaw 3 (5) CA8236942 repealed and replaced June 11, 2020)

(6) Any use of a roadway for any purpose other than access to and from strata lots and, where permitted, for parking is prohibited. Without limiting the generality of the foregoing, a roadway may not be used for play, including hockey, baseball, basketball, skateboarding, chalk artistry, bicycling or other sports and recreational activities. (Bylaw 3 (6) CA6936326 added July 17, 2018)

(7) No strata lot owner or occupier will cause, commit, suffer, authorize, or permit any nuisance to originate or emanate from his or her strata lot. (Bylaw 3 (7) CA7637418 repealed and replaced July 23, 2019)

(8) Strata lot owners and occupiers must keep every yard or garden, on that owner's or occupier's strata lot which is visible from any road, street, private road right of way or another strata lot, free of all equipment, goods, paraphernalia, and things which are invasive, noxious, or hazardous, or which in the reasonable opinion of a majority of strata lot owners, is unkempt or unsightly.

(9) Without limiting the generality of Bylaw 3(8), no strata lot owner or occupier will store, keep, or permit to be stored or kept, on any strata lot or on any road or street adjacent to any strata lot, any:

- (a) waste or refuse;
- (b) junk;
- (c) noxious or hazardous substances;
- (d) wrecked or partially wrecked motor vehicles or salvage materials;
- (e) unlicensed vehicles, trailers, boats, vessels, or machinery.

(10) (a) Every strata lot owner or occupier, will at all times comply with the design guidelines annexed to these Bylaws as Schedule 'A' (the "Design Guidelines").

(b) If a strata lot owner or occupier contravenes the Design Guidelines, the strata corporation may take one or all of the steps outlined in sections 129 to 137 of the *Strata Property Act*.

Schedule A annexed to this resolution is appended to the Bylaws as Schedule 'A'.

(11) Every strata lot owner and occupier will indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's acts, omissions, negligence or carelessness or by that of any owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

(12) No strata lot will be used for the purpose of carrying on an occupation, business, craft or profession conducted for profit (the "Business"), unless:

- (a) the Business is conducted by a resident of the strata lot;
- (b) the Business does not employ a non-resident of the strata lot;
- (c) customers of the Business do not regularly attend the strata lot;
- (d) the Business is conducted entirely within the interior of a dwelling unit on the strata lot.

(13) No owner will cultivate or otherwise smoke marijuana on the common property (including limited common property). Except with the consent of the strata council (which may not be unreasonably withheld in cases of medical necessity), no Owner will cultivate or otherwise smoke marijuana on any strata lot unless inside a building, dwelling unit, rear deck or rear patio.

(Bylaw 3 (8), (9), (10), (11), (12) & (13) CA7637418 added July 23, 2019)

### **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.

(2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

### **Obtain approval before altering a strata lot**

**5** (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

(2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

(3) This section does not apply to a strata lot in a bare land strata plan.

### **Obtain approval before altering common property**

**6** (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.

### **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, 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.

(2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

## **Division 2 — Powers and Duties of Strata Corporation**

### **Repair and maintenance of property by strata corporation**

**8** 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) 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;

(E) 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,

(iii) chimneys, stairs, balconies and other things attached to the exterior of a building,

(iv) doors, windows and skylights on the exterior of a building or that front on the common property, and

(v) fences, railings and similar structures that enclose patios, balconies and yards.

### **Division 3 – Council**

#### **Council size**

**9** (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

(2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

#### **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.

(2) A person whose term as council member is ending is eligible for reelection.

(3) to (5) [Repealed 1999-21-51.]

#### **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.

(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.

#### **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.

(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.

### **Officers**

**13** (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(2) A person may hold more than one office at a time, other than the offices of president and vice president.

- (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.

(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.

### **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.

(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 must inform owners about a council meeting as soon as feasible after the meeting has been called.

### **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.

(2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month 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 week of the hearing.

### **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.

(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

### **Council meetings**

**17** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

(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.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

### **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.

(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.

### **Council to inform owners of minutes**

**19** 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.

### **Delegation of council's powers and duties**

**20** (1) Subject to subsections (2) to (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.

(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 (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) 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.

### **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.

(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.

#### **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.

(2) Subsection (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**

**Maximum fine** (Bylaw 23 CA7637418 repealed and replaced July 23, 2019)

**23** The strata corporation may fine an owner or tenant a maximum of

- (a) \$200 for each contravention of a bylaw, and
- (b) \$50 for each contravention of a rule.

#### **Continuing contravention**

**24** 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**

#### **Person to chair meeting**

**25** (1) Annual and special general meetings must be chaired by the president of the council.

(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.

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

#### **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.

(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.



## **Voting**

**27** (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

(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.

(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.

(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.

(5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

(6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

(7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

## **Order of business**

**28** 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;
- (n) terminate the meeting.

## **Division 6 — Voluntary Dispute Resolution**

### **Voluntary dispute resolution**

**29** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

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

(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.

### **Division 7 — Marketing Activities by Owner Developer**

#### **Display lot**

**30** (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.

(2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

**Rental Restriction Bylaw 31 & 32 CA5793126 next 5 pages added January 30, 2017. Including CA7974161 January 10, 2020**

**Schedule A, bylaw 3(10) attached.**

**RESOLUTION  
TO AMEND THE BYLAWS OF  
THE OWNERS, STRATA PLAN VIS 7070  
ARTISAN GARDENS**

**WHEREAS** The Owners, Strata Plan VIS 7070 (the "Strata Corporation") wishes to amend the bylaws of the Strata Corporation pursuant to the *Strata Property Act*, S.B.C. 1998, Chapter 43;

**NOW THEREFORE BE IT RESOLVED** by 3/4 vote of the Strata Corporation pursuant to section 128 of the *Strata Property Act*, S.B.C. 1998, Chapter 43 (the "*Act*"), that the Schedule of Standard Bylaws attached to the *Act*, and the bylaws filed in the Victoria Land Title Office as amended from time to time, shall be the bylaws of the Strata Corporation except as hereinafter altered, amended or added to:

1. The following shall be added as Bylaw 31 to the bylaws of the Strata Corporation:

**Short-Term Occupancy Prohibited**

31. An owner, tenant or occupant shall not:
  - (a) use or permit his or her strata lot to be used for any purpose other than as a single family dwelling;
  - (b) use the strata lot for commercial, retail or non-residential purposes; and,
  - (c) use or permit part or all of a strata lot to be used for short term rentals, including without limitation as an AirBnB, bed and breakfast, or house swap, time share, or any other similar type of short-term occupancy. [Bylaw 31(c) CA7974161 repealed and replaced January 10, 2020]
2. The following shall be added as Bylaw #32 to the bylaws of the Strata Corporation :

**32. Rental Limitation Bylaw**

**(1) Purpose of the Rental Limitation Bylaw**

The Strata Corporation wishes to limit the number of strata lots that may be rented at any one time for the following reasons:

- (a) to protect the preferred lifestyle of the community by encouraging owner-occupation of the residential strata lots;
- (b) to exclude speculators from purchasing strata lots for the purpose of rental and/or resale; and,

- (c) to define the procedure to be followed by the strata lot owner and the council in administering the said rental limitation.

(2) **Rental Limitation**

Pursuant to section 141 of the Strata Property Act (the "Act") and subject to any exemptions provided under the said Act, the number of residential strata lots within the Strata Corporation that may be leased or rented by the owners at any one time shall not exceed two (2). For greater certainty, an exempt strata lot shall not be counted when determining whether the limit has been met. (Bylaw 32(2) (A7974161 repealed and replaced January 10, 2020)

(3) **Period of Time for Rental**

- (a) The council may restrict the period of time for which the strata lot(s) may be leased or rented to a tenant pursuant to section 141(2)(b)(ii) of the *Act*.
- (a) Prior to the expiry of the period of time imposed by the council pursuant to subsection (3)(a) hereto, further written approval of council to continue to rent will be required using the procedure and meeting the criteria set out in this bylaw, except the requirement to provide a Form K.
- (b) If there is a waiting list, then this application will be placed at the bottom of the waiting list and addressed on a first-come, first-served basis. If further approval to rent is not granted in writing by the council by the expiry date of period of time imposed pursuant to subsection (3)(a), then permission is deemed to have been revoked as of the said expiry date and the tenant must vacate the strata lot.
- (c) If the rental approval is not subject to a period of time restriction pursuant to subsection (3)(a) hereto, then the owner may continue to rent or lease until a date that:
  - (i) the strata lot remains vacant for a period of sixty (60) consecutive days without either a tenancy or a replacement tenancy if the existing tenant moves out;
  - (ii) the owner takes occupancy of the strata lot; or,
  - (iii) the strata lot is sold.
- (d) When the rental period referred to subsection (3)(a) expires and is not renewed, then at that time, the approval to rent shall be revoked and the owner will be required to re-apply for permission to rent his or her strata lot using the same procedure and meeting the same criteria set out in this bylaw.

**Procedure by Owner**

- (4) An owner who wishes to lease or rent his or her strata lot shall:

- (a) apply in writing to the Strata Corporation for permission to lease in accordance with the prescribed limit and the application shall include the following:
  - (i) name(s), address(es), and telephone number(s) of all persons who intend to occupy the strata lot during the term of the lease;
  - (ii) proposed term of the lease; and,
  - (iii) any other information or documents shall be provided as may reasonably be requested by the council;
- (b) prior to renting to a prospective tenant, comply with Section 146 of the *Act* by:
  - (i) giving the prospective tenant the current Bylaws and Rules (copies of the current bylaws and rules may be obtained from the council for a fee of \$.25 per page mandated by Regulation 4.2(1));
  - (ii) giving the tenant a Notice of Tenant's Responsibilities (Form K); and,
  - (iii) providing the Strata Corporation with the Form K signed by the tenant within two weeks of renting the strata lot.
- (5) **Procedure by council**
  - (a) The Strata Corporation receiving an application from an owner to lease or rent or to extend the period of time for a lease or a rental shall:
    - (i) respond in writing to the owner within two (2) weeks after the date of the application stating its decision to approve or reject the application to rent, and if rejected, the basis for the rejection of the application; and,
    - (ii) deal with each application on a "first come, first served" basis in the order received.
  - (b) An owner who has received permission to rent shall do so within sixty (60) days from the date the council granted permission and during this said sixty (60) day period, the strata lot shall be deemed to be leased for purposes of the limitation set out in subsection (2).
  - (c) If the tenant of an owner who has received permission to lease or rent under the rental limitation vacates the strata lot, then subject to any restriction on the period of time for a rental set out in subsections 3(a) and (b) hereto, the owner may re-rent the strata lot within the sixty (60) day period commencing on the date that the tenant vacated the strata lot and during the said sixty (60) day period, the strata lot shall be deemed to be leased for the purposes of the limit set out in subsection (2). If the owner fails to rent within this period, then permission to rent shall be revoked and the council shall proceed to the next applicant.

- (d) An owner who is denied permission to rent for any reason or who wishes to rent may place his or her name on a waiting list for future consideration and their application will be addressed on a first come, first served basis in the order received using the procedure set out in this bylaw.

#### **Application of Bylaw**

- (6) This Rental Limitation Bylaw does not apply to a strata lot until the later of:
  - (a) one year after a tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy it as a tenant; and,
  - (b) one year after the bylaw is passed.

#### **(7) Bylaw Exemption to Family or Family Members**

- (a) This Bylaw does not apply to prevent the rental of a strata lot to a member of the owner's family.
- (b) "Family" or "Family Member" means a spouse of the owner, a parent or child of the owner, or a parent or child of the spouse of the owner.
- (c) "Spouse of the Owner" includes 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, including a marriage-like relationship between persons of the same gender.

#### **(8) Hardship**

- (a) Where the limit of leased strata lots established in this Bylaw is reached, subject to any other statutory exceptions, no further rentals shall be permitted except on grounds that the Bylaws cause a hardship to the owner.
- (b) An owner may provide a written application to the Strata Corporation for permission to rent on grounds of hardship stating the following:
  - (i) the reason the owner thinks an exemption should be made; and,
  - (ii) whether the owner wishes a hearing.
- (c) The application of the owner should include documentation in support of the reasons for an exemption on grounds of hardship, including satisfactory financial and other relevant documentation.
- (d) If the owner wishes a hearing, the Strata Corporation must hear the owner or the owner's agent within 4 weeks after the date the application is given to the Strata

Corporation.

- (e) An exemption is allowed if the Strata Corporation does not give its decision in writing to the owner:
  - (i) if a hearing is held, within one week after the hearing;
  - (ii) if no hearing is requested, within 2 weeks after the application is given to the Strata Corporation; or
  - (iii) the owner requests a hearing and the Strata Corporation does not hold a hearing within 4 weeks after the date the application is given to the Strata Corporation.
- (f) An exemption granted by the Strata Corporation under this provision may be for a limited time.
- (g) The Strata Corporation must not unreasonably refuse to grant an application for an exemption on grounds of hardship.

#### **Rental Disclosure Statement Exemption**

- (9) Subject to the one-year grace period, if a strata lot has been designated as a rental strata lot on a Rental Disclosure Statement and all the requirements set out in s. 139 of the *Act* have been met, then this rental limitation bylaw does not apply to that strata lot until after the date the rental period expires as disclosed in the Rental Disclosure Statement.

#### **(10) Remedy and Fines**

- (a) An owner who rents or leases a strata lot in contravention of this bylaw may be subject to a fine in the discretion of the 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.
- (b) A zero tolerance or strict compliance policy with respect to the Rental Limitation Bylaw is required to ensure the desired lifestyle is achieved in the Strata Corporation. The Strata Corporation is directed to strictly enforce this bylaw against violating owners.
- (c) The Strata Corporation shall pursue a violation of this Bylaw with all force of law, including, in addition to any other remedies available under law, an application to the Supreme Court or to the Tribunal to compel an owner or tenant to comply with the bylaws. The Strata Corporation may charge back the owner for any costs, including legal costs, on a full indemnity basis incurred to compel compliance with this bylaw.

**THE END**

## **SCHEDULE A**

### **'THE DESIGN GUIDELINES'**

#### **2. Site Requirements**

##### **2.1 Floor Area**

No dwelling shall be constructed on the lots except single or two storey homes meeting the following requirements:

**(a) Two Storey Houses**

The total finished living area (excluding the garage) shall be at least 93 square meters with a minimum of 65 square meters on the main floor.

**(b) Split Level Houses**

The total finished living area (excluding the garage) shall be at least 93 square meters. The majority of bedrooms are to be on the uppermost floor.

**(c) Ranchers**

The total finished living area (excluding the garage) shall be at least 80 square meters.

**(d) Basement Entry Houses**

The total finished living area must be at least 84 square meters on the main floor (all ground-floor rooms on front elevation must be finished).

##### **2.3 Parking**

- (a)** No dwelling shall be constructed on the lots unless the dwelling has a one-car standard size garage, which shall be constructed concurrently with and of the same materials and style as the dwelling. No carports or garages without doors shall be constructed.



- (b) Except as provided in part 2.4(c), no driveways shall be constructed of materials other than brick, stamped concrete, exposed aggregate or interlocking paving stones, or a combination of the above.
- (c) Driveways on Lots with panhandle access may be surfaced with Asphalt.

#### **2.4 Lot Grading**

- (a) Except during the construction period for a dwelling on a lot, no lot shall have lot grading or ground conditions other than a smooth finished grade or ground level transition to any adjoining lot.
- (b) After construction, the owner/builder shall not permit the back-filling of foundation excavations to remain uncompleted and shall not permit excess soil to remain on the lot and shall not permit landscaping and other site changes to interrupt the drainage pattern.
- (c) Retaining walls shall not exceed 2.0 metres in height above the finished grade, and shall not be constructed of materials other than timber, stone, or architectural concrete finished in stone or brick.
- (d) Exposed concrete foundation walls of any dwelling shall not exceed an average of 0.5 metres in height above finished grade.

## **2.5 Landscaping**

- (a) No front yard, nor any side yard along a flanking street (from front yard to rear lot line), shall remain unlandscaped for a period exceeding two months from date of completion of the house. Provided that should the house completion fall within the period from November 15<sup>th</sup> to April 1<sup>st</sup> of the year, landscaping shall be completed by the following June 1<sup>st</sup>. "Landscaping" means the landscaping of the entire Lot, including the planting of grass, use of flower beds, and planting of trees, bushes and flowers.
- (b) No dwelling shall be constructed unless every reasonable effort shall be made to site the dwelling or adjust the design of the dwelling on the lot to minimize overview and overshadowing and to avoid removal of existing trees.
- (c) All street fronting yard areas shall be landscaped with trees, lawns, shrubs and flower beds. Lawn only is not adequate.
- (d) All side and rear yards, as a minimum requirement, shall be rough graded and cleared of underbrush, small growth, dead or leaning trees and any debris or waste material.

## **2.6 Fencing**

Not Lot shall be left unfenced. The fence shall be made of cedar with a maximum height of 2.0 meters and a minimum of 1.2 meters. The fence must be located at least 4 feet behind the front façade of the house. For those Lots bordering a walkway, the walkway must be fenced the entire length of the Lot.

## **2.7 Similar Exterior Designs**

No dwelling may be erected within 55 metres (180 feet) of any structure of a similar exterior design.

### **3. Architectural Requirements**

#### **3.1 Basements**

No dwelling shall be constructed on a lot with a fully below ground basement unless the minimum building elevation for the lot shown on the lot grading plan permits such construction, unless sump pumps are installed.

#### **3.2 Floor Elevations**

No dwelling shall be constructed unless the elevation of the ground floor is at least 12 inches above finished lot grade at the front of the dwelling.

#### **3.3 Roof and Eaves**

- (a) No dwelling shall be constructed unless it is designed so that the front elevation has a minimum of two roof intersections, two separate roof planes or a combination of both.
- (b) No dwelling shall be constructed on any lot with a flat roof, nor with a roof pitch of less than four and one-half in 12.
- (c) No dwelling shall be constructed on any lot with a roof finished in any material other than cedar shingles or cedar shakes, or fiberglass shingles (of a standard at least equivalent to 30-year durability). Roofs of metal, tar and gravel or duroid are not acceptable.
- (d) No house shall be constructed on any lot with only aluminium fascia gutter. Any aluminium gutter must be combined with wood fascia boards.

#### **3.4 Doors**

No dwelling shall be constructed with front doors and/or garage doors which are flat, unrelieved doors. Only decorative, paneled doors with glass lights or side-lights are acceptable.

#### **3.5 Exterior Materials**

- (a) No exterior face of any dwelling shall be finished in any material or combination of materials other than cedar, Hardi-Plank, vinyl, stucco, brick or stone or a combination of cedar and brick or stone, or a combination of stucco and brick or stone; where "cedar" means cedar siding that is finished with a solid or semi-transparent stain, and "stucco" means stucco that is sand float finished and properly sealed to prevent discolouration.

- (b) No dwelling shall be constructed using vinyl exterior materials unless vertical corner trim in a contrasting colour is used, and no dwelling shall be constructed using windrow trim finished in any material other than wood, on all elevations, which shall be in a contrasting colour and shall be at least 3.5" wide.
- (c) No dwelling shall be constructed unless it has a stone veneer accent or brick veneer accent which is extended on the return wall or adjoining wall for at least two feet. Brick must be standard or metric size and even toned.
- (d) No chimney shall be constructed of any material except brick, stone or siding to match the house materials. Concrete block or jumbo brick is not allowed.
- (e) No dwelling shall be constructed with any of its siding oriented other than all horizontal or all vertical.

### **3.6 Exterior Colour Scheme**

No dwelling shall be constructed with an exterior colour scheme other than a generally acceptable colour scheme. The following colour schemes shall generally be acceptable:

- a) subdued, natural colours are recommended. Light colours may be used if there are contrasting darker colours for trim.
- b) Bright or primary colours may only be used with contrasting trim.

## **4. General Requirements**

- 4.1 No dwelling shall be occupied by any person unless and until that dwelling, including the exterior, is substantially finished.
- 4.2 The exterior of the house constructed on a Lot shall not be left uncompleted after six months of commencing construction.

- 4.3 There shall not be stored, kept nor permitted to be kept or stored on any lot, any junk or wrecked or partially wrecked motor vehicles, or any salvage materials, or goods intended for commercial use or sale, nor shall any waste or refuse be kept or stored on any lot.
- 4.4 No motor vehicles without current-year vehicle license and/or not currently insured for driving shall be parked, placed or situated on any Lot except in a garage.
- 4.5 No satellite dish, antennae, pole, mast, metal chimney or similar object shall be erected on any Lot, or on the exterior of any building on the Lot except for a small (less than 24" in diameter) satellite dish which may be located in the backyard if totally screened from view.
- 4.6 No trailers, boats, commercial vehicles, recreational equipment or similar property shall be stored on a lot unless stored inside the house or the garage or appropriately screened off from public view by screening shrubbery or fencing.
- 4.7 No garbage receptacles shall be located other than in areas screened from all streets and sidewalks.
- 4.8 No gas or electrical meters shall be installed on the front wall of any house.
- 4.9 No Owner shall habitually park or cause to be habitually parked in or about a Lot any commercial vehicle or machinery in the nature of logging trucks, bulldozers (or like vehicles), nor any vehicle or machinery having a gross weight in excess of 10,000 pounds and/or in excess of 18 feet in length. Provided that this clause shall not prohibit the parking for the purpose of doing construction or maintenance work upon a Lot for the improvement and benefit thereof or of Commercial vehicles parked temporarily for the purposes of performing work in or about a Lot.
- 4.10 No Lot shall be used for the purpose of any profession, trade, employment, manufacture or business of any description or for any purpose other than that of one private, single family residence.
- 4.11 The Developer reserves the right to exempt any of the lots remaining undisposed of by the Developer from all or any of the restrictions and benefits herein.

