

# **BERTRAND ESTATES**

## **STRATA PLAN – NW 1758**

### **ADOPTED BYLAWS**

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**Definitions for the purpose of these Bylaws:****Domestic pet** – means cat or dog**DIVISION 1 - DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS****1. Late 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.
- (2) If an Owner is late in paying his or her Strata fees, the Owner must pay to the Strata Corporation interest on the amount outstanding in the amount of 10% per annum, compounded annually and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- (3) Strata fees not received by the 15<sup>th</sup> of the month in question will also be subject to a written warning and if not received by the 15<sup>th</sup> of the following month, will be subject to the interest penalty.

**2. Repair and Maintenance of Property by Owners**

- (1)
  - (a) an Owner, tenant or occupant must repair and maintain the strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
  - (b) an Owner, tenant or occupant is responsible to keep such articles as dishwashers, washing machines, dryers, kitchen and bathroom faucets and drains, toilets and other fixtures and appliances in good condition and shall be responsible for loss or damage caused as a result of the failure, breakage, or malfunction of the said articles and appliances.
- (2)
  - (a) an Owner, tenant or occupant, who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
  - (b) despite Bylaw **10(c)**, an Owner, tenant or occupant is responsible for the day-to-day maintenance of limited common property designated for the Owner's exclusive use (including carports, and rear yards).  

*(Amended AGM August 22, 2012)*  
*(Corrected AGM September 21, 2016)*

**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 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 or occupant must not:
- (a) use the strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:00 p.m. and 7:00 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 Owners, 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 Owners, tenant or occupant;
  - (d) obstruct or use the sidewalks, walkways, passages 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) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
  - (f) allow a strata lot to become unsanitary or a source of odour;
  - (g) install any window coverings, visible from the exterior of his strata lot, which are not off-white or neutral in colour;
  - (h) hang or display any laundry, washing, clothing, bedding or other articles from windows, rear yards or other parts of the building so that they are visible from the outside of limited or common property;
  - (i) use or install in or about a strata lot any shades, awnings, window guards, ventilators, or supplementary heating without prior written approval by Council.
  - (j) erect on or fasten to the strata lot, the common property or any limited common property any satellite, television or radio antenna, or similar structure or appurtenance thereto without prior written approval by Council.
  - (k) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot
  - (l) Ride any mechanical device, bicycles or scooters, except for mechanical devices used by disabled persons, on common property, including sidewalks, pathways, etc.
  - (m) Store or keep hazardous materials in or about the strata lot, or common property.
  - (n) feed wild birds, racoons, coyotes, or any other wildlife from their rear yard, windows or anywhere else within Strata Plan NW 1758. Bird feeders are not allowed to be located anywhere on common or limited common property.
  - (o) Residents are not permitted to store anything in the back yard or on carport storage units that exceed the height of the carport divider and/or fence sight line.  
*(Repealed and replaced AGM September 21, 2016)*
  - (p) No bicycles or other children's toys are to be stored or left on any common property.  
*(Amended AGM August 22, 2012)*
  - (q) Residents are responsible for keeping their carports clean and organized at all times. Residents are required to keep their strata lots aesthetically pleasing and visually appealing.  
*(Added AGM September 21, 2016)*
  - (r) Residents cannot store material in their carport that impedes the ability to park their personal vehicle on limited and/or common property.  
*(Added AGM September 21, 2016)*

#### 4. Pets

- (1) An Owner, tenant or occupant shall be entitled to keep two (2), but not more than two (2), un-caged domestic pets in a strata lot. An Owner, tenant or occupant that keeps a pet must comply with

these Bylaws and any Rules enacted by the Strata Council on behalf of the Strata Corporation with respect to the keeping of pets.

- (2) An Owner, tenant or occupant must keep a pet on a leash while on common property. The leash shall not be longer than six (6) feet. The dog must be curbed and in the direct control of the pet Owner at all times, and not tethered to a pole/left unattended, when limited or common property.
- (3) If any pet(s) defecate on the common property, the Owner and/or the minor children walking their pet, 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, as this is not considered household garbage and not allowed in the garbage bins.
- (4) No Owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other Owner, tenant or occupant with uncontrolled, or persistent barking or howling.
- (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) If any Owner, tenant or occupant violates any provision of these Bylaws on a continuing basis without correction, 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.

*(Amended AGM August 22, 2012)*

## **5. 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.

## **6. Altering Exterior Appearance**

- (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, rear yards or other things attached to the exterior of a building;
  - (d) doors, windows (including the casings, the frames and sills of such doors, windows) on the exterior of a building, or that front on the common property (ie. including, for example, adding security devices to the entrance door to a strata lot);
  - (e) fences, or similar structures that enclose a patio 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 Owners agree, in writing, to take responsibility for any

expenses relating to the alteration.

- (3) An Owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the Council will alter the exterior appearance of the building.

*(Amended AGM August 22, 2012)*

## **7. Insurance**

- (1) In the event that loss or damage occurs to common property or limited common property or common facilities that gives rise to a valid claim under the Strata Corporation's insurance policy, it is agreed and understood that: "if the origination of the loss is within the interior confines of an individual strata lot the deductible of the Strata Corporation's policy relative to the loss shall be paid by the individual strata lot Owner in whose lot the cause of the damage originated.

The foregoing will also hold true if the careless, negligent or inattentive act of a strata lot Owner causes damage outside the strata lot and the origination of the loss is anywhere on the premises.

## **8. Insurance Claims**

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

## **9. Inspection of Strata Lots for Bylaw Compliance**

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

### 10. Repair and Maintenance

- (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) 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, and other things attached to the exterior of a building;
      - (D) windows, doors, the casings, the frames and the sills of the doors, windows on the exterior of a building or that front on the common property;
      - (E) fences, railings and similar structures that enclose rear yards, unless added by owners;
      - (F) a strata lot in a Strata Plan that is not 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, and other things attached to the exterior of a building,
        - (iv) the casings, the frames and the sill of the doors, windows on the exterior of a building or that front on the common property, and
        - (v) fences, railings and similar structures that enclose rear yards.
- (Amended AGM August 22, 2012)*

## DIVISION 3 - COUNCIL

### 11. Council Size

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

### 12. 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 Council member is ending is eligible for re-election.

### 13. Removing Council Member

- (1) 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.
- (3) No person may stand for Council or continue to be on Council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under the Act.
- (4) A member of Council is deemed to have resigned after missing three (3) consecutive Council Meetings.

#### **14. Replacing Council Member**

- (1) If a Council member resigns or is unwilling or unable to act for a period of 3 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.

#### **15. Officers**

- (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 period of 2 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

#### **16. Calling 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 must 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.

## **17. Requisition of Council Hearing**

- (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.

## **18. Quorum of Council**

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

## **19. Council Meetings**

- (1) All meetings must be Chaired by the President or the Vice President of the Council. If neither the President or the Vice President of the Council chairs the meeting, a chair may be appointed by the Council members present.
- (2) 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.
- (3) If a Council Meeting is held by electronic means, Council members are deemed to be present in person.
- (4) Owners may attend Council meetings as observers.
- (5) Despite subsection (4), 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.

*(Amended AGM August 22, 2012)*

## **20. Voting at Council Meetings**

- (1) At Council Meetings, decisions must be made by a majority of Council members present in person at the meeting.
- (2) 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.

## **21. Council to Inform Owners of Minutes**

- (1) The Council must inform Owners of the Minutes of all Council Meetings within 2 weeks of the meeting, whether or not the Minutes have been approved.

## **2. Delegation of Council's Powers and Duties**

- (1) Subject to subsections (2) and (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.

## **23. 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.
- (3) Subject to subsection (4) below, if a proposed expenditure has not been approved in the budget or at an Annual or Special General Meeting, the Strata Corporation may only make such expenditures out of the operating fund if the expenditure, together with all other expenditures, whether of the same type or not, that were made pursuant to this subsection (3) in the same fiscal year, is less than:
  - a. \$2000.00; or
  - b. 5 % of the total contribution to the operating fund for the current year; whichever is less.
- (4) If the Strata Corporation makes an expenditure under subsection (3) above, the Strata Corporation must inform the Owners as soon as feasible about the expenditure of more than \$500.00 on any single item.
- (5) Notwithstanding subsection (3) above, the Strata Corporation can make expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

## **24. 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 judgement against the Strata Corporation.

#### **DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES**

##### **25. Penalties**

- (1) 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.
- (2) 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.
- (3) Each Owner and tenant is responsible for payment, without invoice, of any money (other than Strata Fees, but including Special Levies) owing to the Strata Corporation as provided for in the Act or these Bylaws,
- (4) Additional assessments, fines authorized by these Bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the Strata Corporation to enforce these Bylaws, as they may be amended from time to time, or any Rule which may be established from time to time by the Council pursuant to the Act or these Bylaws, shall become part of the assessment of the Owners responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a Bylaw will be calculated as a separate component of such assessment and the Strata Corporation may not register a lien against such separate component.
- (5) Should any portion of these Bylaws be deemed unenforceable by a court of competent jurisdiction, then for the purpose of interpretation and enforcement of the Bylaw, each Bylaw and subparagraph shall be deemed a separate provision and severable, and the balance of the provisions contained therein shall remain in full force and effect.

#### **DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS**

##### **26. Quorum**

- (1) Notwithstanding section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 1/2 hour from the time appointed and, if within one hour of the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

##### **27. Person to Chair Meeting**

- (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.

## **28. 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.

## **29. Voting**

- (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) 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.
- (7) An Owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot.

## **30. Order of Business**

- (1) The order of business at Annual and Special General Meeting 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 Minutes from the last Annual or Special General Meeting;
  - (f) 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;
- (g) consideration of Special Resolutions (if any)
- (h) ratify any new Rules made by the Strata Corporation under section 125 of the Act;
- (i) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting.
- (j) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;
- (k) elect a Council, if the meeting is an Annual General Meeting;
- (l) general discussion;
- (m) terminate the meeting.

## **DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION**

### **31. Voluntary Dispute Resolution**

- (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 – MISCELLANEOUS BYLAWS**

### **32. Small Claims Actions**

- (1) Notwithstanding any provision of the Act, the Strata Corporation may proceed under the Small Claims Act (British Columbia) against an Owner or other person to collect money owing to the Strata Corporation, including money owing as a fine, without requiring authorization by a Resolution passed by a 3/4 vote.

### **33. Electronic Attendance at Meetings**

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

### **34. Use of Rear Yards**

- (1) An Owner, Tenant, occupant must not place any indoor-outdoor carpeting on any cement area.  
*(Amended AGM August 22, 2012)*

### 35. Storage and Parking

- (1) Any Owners, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at their own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is an insured under that policy.
- (2) Residents shall park their vehicle(s) only in the space(s) assigned to them by the Strata Corporation or rented to them by another Owner.
- (3) Residents shall be restricted to parking only 1 vehicle per carport on the property. The only exception is 1 vehicle and 1 motorcycle; if there is no storage unit or shed located in the carport.  
*[Amended AGM September 23, 2014-CA4012687]*
- (4) An Owner, tenant or occupant shall not:
  - (a) Do any major repairs to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
  - (b) use any part of the limited or common property for storage of any kind; and
  - (c) Lease his or her parking space to person(s) other than a Resident of the Strata Corporation.
- (5) An Owner, tenant or occupant must promptly and at its own expense, clean up any oil or other substance, which spills or leaks onto the limited and common property.
- (6) Parking or leaving any vehicle in such a position that infringes on roadways, access driveways, no-parking zones or designated fire access areas, is not permitted.
- (7) Residents are required to have storage insurance and a minimum of \$3,000,000.00 third party liability insurance on all vehicles stored on limited or common property. Vehicles must be in operable condition and kept reasonably clean at all times.  
*[Amended AGM October 07, 2013 – CA3390378]*  
*[Amended AGM September 23, 2014-CA4012687]*
- (8) Owner, tenants or occupants shall not park in any Visitor Parking locations.  
*[Amended AGM September 23, 2014-CA4012687]*
- (10) The use of Visitor Parking locations for extend time periods must be approved by Council and not used for long periods of time.
- (11) No parking on roadways, sidewalks or in fire lanes. All roadways are considered fire lanes.
- (12) No vehicle shall be parked in a driveway or on a carport apron in any way that would restrict, infringe or hinder any roadway, sidewalk or fire lane.
- (13) All vehicles must be insured, operable and have the tires inflated at all times, or the vehicle will be towed at the Owners expense.
- (14) The maximum allowable length of any vehicle on the property can not exceed 22 feet.
- (15) No commercial vehicles exceeding a MANUFACTURERS GVWR (Gross Vehicle Weight Rating) of 4000 KG or 8818 LBS, as per the vehicles data plate, can be parked within the complex. The only exceptions are the residents privately owned pickup trucks, sports utility vehicles and vans.

- (16) No camper canopies can be placed in a parking stall or on the limited common property for safety reasons. *[Amended AGM October 07, 2013 – CA3390378]*  
*[Amended AGM September 23, 2014-CA4012687]*

### **36. Selling of Strata lots**

- (1) An Owner of a strata lot, when selling his strata lot, will not permit Realtor “For Sale” signs to be placed on or about the common, or limited common, property or “For Sale” signs to be placed in the window of the strata lot.
- (2) An Owner of a strata lot, who wishes to sell their strata lot without the assistance of a Realtor, may place an approved “For Sale by Owner” sign at the front entrance to the complex.
- (3) “For Sale” signs shall be limited to the posts provided by the Strata Council. Dimensions of the signs are to be restricted to a maximum of 10” x 24”..

*(Amended AGM August 22, 2012)*

### **37. Acquisition or Disposition of Personal Property**

- (1) The Strata Corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the Owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the Strata Corporation, but otherwise only if approved by a Resolution passed by a ¾ vote at an Annual or Special General Meeting if the personal property has a market value of more than \$1,000.

### **38. Rental Restriction**

- (1) Subject to the provisions of this Bylaw strata lots shall be Owner-occupied only, with the following considerations and exceptions:
- (a) at any given time up to 5% of the total units may be leased for terms of not less than one year. *(Amended AGM September 20, 2017)*
- (b) the procedure to be followed by the Strata Corporation in administering the rental restriction limit will be as follows:
- (i) any Owner wishing to rent a strata lot must make an application in writing to the Council;
- (ii) approvals will be granted by the Council on a first come basis in the order of the date such applications are received by the Council;
- (iii) the Council will not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot except as set out in this Bylaw;
- (iv) the Council will consider each application upon receipt and will respond to each application in writing within 7 days of a regularly scheduled Council Meeting;
- (v) the Council will keep a list of Owners who wish to rent their strata lot and the priority of their application, and will advise each Owner as soon as their application can be accepted;

- (vi) upon acceptance of an application to rent, an Owner must enter into a lease of a strata lot within sixty days (60) from acceptance by the Council of such Owner's application or the acceptance will be automatically revoked and the Council will be entitled to advise the Owner next following on the list that his or her application to rent a strata lot has been approved;
  - (vii) prior to renting a strata lot, an Owner must give the prospective tenant:
    - (a) the current Bylaws and Rules, and
    - (b) a Notice of Tenant's Responsibilities in Form "K"
 and within two (2) weeks of renting the strata lot, submit a copy of Form "K" to the Strata Corporation.
  - (viii) an Owner may continue to lease his or her strata lot until the earlier of the date such Owner moves into the strata lot to take occupancy or the date the strata lot is sold by the Owner to a third party.
- (c) notwithstanding paragraph (a), where cases of undue physical or financial hardship of a personal nature arise, the Owner may make a written request to the Council for permission to rent a strata lot for a limited period of time, and where the Council has been provided with evidence that undue hardship will result if limited rental approval is not given, the Council shall not unreasonably withhold permission for limited rental.
  - (d) this Bylaw does not apply to prevent the rental of a strata lot to a member of the "family" of an Owner, meaning:
    - (i) the spouse of the Owner;
    - (ii) a parent or child of the Owner; or
    - (iii) a parent or child of the spouse of the Owner, where "spouse of the Owner" includes an individual who has lived and cohabited with the Owner, for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender;
  - (e) the Strata Corporation will impose a fine of up to \$500 for a contravention of this Bylaw, and may impose such fine for a continuing contravention every seven days.
  - (f) subject to the provisions of this Bylaw all strata lots shall be owner-occupied and secondary suites shall not be permitted.

It is understood, for the purposes of the Rental Restriction Bylaw, any current Owner who purchased their unit from the developer at the time of new construction of the complex are considered to be original Owners and therefore are not affected by the Rental Restriction Bylaw.

### **39. Security**

- (1) Solicitation is not permitted anywhere in or about the property for any cause, except as required by the Election Act (Canada) and similar provincial legislation.
- (2) No Owner, tenant, occupant or visitor is permitted in any part of the restricted common areas of the Strata Corporation, such as the roof, electrical rooms, mechanical rooms and locked rooms other than their own; except with express permission of the Strata Council.
- (3) An Owner, tenant or occupant must not give means of access to common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these Bylaws.

***(Amended AGM August 22, 2012)***



**40. General**

- (1) An Owner, tenant or occupant shall remove ordinary household refuse and garbage from his or her Strata lot and deposit it in front of the strata lot in an enclosed garbage container on pickup day only; garbage containers are to be removed from common property after garbage has been picked up.
- (2) Christmas lights shall be permitted between November 15th and January 31st only and shall not be attached to the cedar siding or in a manner so as to not damage the building's envelope or structure.

*(Amended AGM August 22, 2012)*

**41. Clubhouse**

- (1) The Clubhouse is for the use and enjoyment of owners, tenants, occupants and their guests. No owner, tenant or occupant shall rent the Clubhouse for their children, or their friends, without the owner, tenant or occupant being present for the duration of the rental period.
- (2) Must be booked for each occasion with a minimum of two weeks prior to the date requested.
- (3) No Smoking is allowed within the Clubhouse.
- (4) The Clubhouse rental Agreement must be signed prior to the use of the Clubhouse.
- (5) The rental fee must be delivered at the same time as the Clubhouse rental agreement. A deposit cheque of \$100.00 is required when rented by anyone other than an owner.
- (6) Anyone using or renting the Clubhouse is required to abide by the Rules of use as determined by Council.

*(Amended AGM August 22, 2012)*

**42. Ball Hockey**

- a. Notwithstanding section 3(3) of these Bylaws, an Owner, tenant or occupant may use the common property for the purpose of playing ball hockey, provided that such Owner, tenant, or occupant complies with section 3(1) and 3(2) of these Bylaws."

**43. Carport and Rear Yard Alterations**

- a. Owners wishing to make alterations to their carports for addition storage or any rear yard alteration must first apply in writing to Council. No alteration can be done until the Owner receives written approval from Council as well as the following:
  - a. When an alteration is approved, the Owner will be asked to sign an Assumption of Liability Agreement; and
  - b. The Owner will be provided with a copy of specifications for the alteration.

*(Amended AGM August 22, 2012)*

**44. Window Air Conditioners**

1. Owners wishing to install window air conditions must apply to Council in writing prior to installation.
2. Window air conditioning units are allowed in the front and back of the units.  
*[Amended AGM September 23, 2014-CA4012687]*
3. The exterior of the air conditioner must be neutral in colour.
4. Any and all mounting or supporting devices must be painted the same colour as the building..
5. The area above the air conditioner must be **plywood or clear plexiglass painted in oxford brown trim colour.**  
*[Amended AGM September 23, 2014-CA4012687]*
6. Any and all supporting hardware is to be the same colour as the building.
7. Any and all penetrations of the building envelope must be properly sealed.
8. The Owner of the strata lot is responsible to maintain the air conditioner and will be responsible for any damage to the building or structure as a result of the air conditioner being installed.

*(Amended AGM August 22, 2012)*