

STRATA PLAN NO.40- SHANGRI LA ESTATES

Table of Contents

Division 1 – Duties of Owners, Tenants, Occupants and Visitors	1
1. Payment of Strata Fees	1
2. Interest on Late Payment	1
3. Repair and Maintenance of Property by Owner.....	1
4. Use of Property.....	2
5. Smoking	5
6. Pets.....	5
7. Inform Strata Corporation.....	6
8. Obtain Approval Before Leasing or Renting a Strata Lot	6
9. Alterations to a Strata Lot or Common Property.....	7
Application Procedure	8
Conditions for Approval	9
Alterations Installed Without Permission.....	10
10. Permit Entry to Strata Lot	11
Division 2 - Powers and Duties of Strata Corporation	11
11. Repair and Maintenance of Property by Strata Corporation	11
Division 3 – Council	12
12. Council Size	12
13. Council Members' Terms	13
14. Removing Council Member.....	13
15. Replacing Council Member.....	13
16. Officers and Members	14
17. Calling Council Meetings	15
18. Requisition of Council Hearing	15
19. Quorum of Council	15
20. Council Meetings.....	16
21. Voting at Council Meetings.....	16
22. Council to Inform Owners of Minutes	16
23. Delegation of Council's Powers and Duties	17
24. Spending Restrictions.....	17
25. Limitation on Liability of Council Member.....	18

Division 4 - Enforcement of Bylaws and Rules.....	18
26. Maximum Fine.....	18
27. Contravention	18
Division 5 - Annual and Special General Meetings.....	19
28. Quorum at Annual and Special General Meetings	19
29. Person to Chair Meeting	19
30. Participation by Other than Eligible Voters	19
31. Voting	19
32. Order of Business	20
Division 6 - Insurance Coverage.....	21
33. Insurance	21
Division 7 - Miscellaneous	24
34. Ingress, Egress & Parking	24
35. Bicycles.....	25
36. Sale of Strata Lots	25
Division 8 - Records	26
37. Access to Records	26
38. Severability	26

STRATA PLAN NO. 40 – BYLAWS SHANGRI LA ESTATES

Division 1 – Duties of Owners, Tenants, Occupants and Visitors

1. Payment of Strata Fees

- (1) An owner must pay strata fees and or special levies on the first day of the month to which the strata fees and or special levies relate.
- (2) Payment of strata fees must be paid by automatic withdrawal from the owner`s bank account.
- (3) If the owner, tenant, or occupant is renting an extra parking space from the Strata Corporation, a monthly rental charge payable by the owner, tenant, or occupant will be charged and become part of that unit`s strata fees, from the first month of the parking space rental until and including the last month of the parking space rental.

2. Interest on Late Payment

- (1) The Strata Corporation may charge interest at the rate of TEN (10%) PER CENT per annum, compounded annually, on all late assessments.
- (2) The Strata Corporation may charge interest at the rate of TEN (10%) PER CENT per annum, compounded annually, on all late special levies.

3. Repair and Maintenance of Property by Owner

- (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. The owner`s obligations include the regular cleaning of the surface of the patio or balcony and the cleaning of windows accessible from the patio or balcony. Owners must also keep all accessible drains clear of debris to prevent flooding.
- (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.
- (3) Provided always that the Strata Corporation is not obligated to maintain, repair or replace any improvements made by an owner or any such improvements in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the owner for the time being of the strata lot which has the benefit of such improvement.

- (4) An owner must maintain, repair and replace any additions or alterations made to their strata lot, the common property or limited common property.
- (5) Owners must have two fully charged 2.5 pound ABC fire extinguishers in the owner's strata lot, one on each floor. The fire extinguishers must be maintained yearly.
- (6) Owners shall be solely responsible for the cost of repairing any hard-wired smoke detectors with the exceptions of the battery replacement which is done once a year at an annual inspection to ensure that the smoke detectors are in working order. If the inspection finds any smoke detector is not in working order, the homeowner will have two (2) weeks to have it repaired and re-inspected. The Strata Council will require proof that the smoke detector is working.

4. Use of Property

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets contrary to any of the following bylaws:
 - a. in a way that causes a nuisance or hazard to another person;
 - b. in a way that causes unreasonable noise, and in all cases sound normally emitted by radios, televisions, stereos etc. must be reduced to a low level. The use of dishwashers, clothes washers, and clothes dryers is prohibited between the hours of 11:00pm and 7:00am;
 - c. in a way that unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot. No owner, tenant or occupant shall annoy, harass or disturb any other owner, tenant or occupant;
 - d. is illegal or is contrary to any statute, ordinance, bylaw or regulation of any governmental authority whether Federal, Provincial or Municipal;
 - 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. owners, tenants and occupants shall not permit anything to be done in or about any strata lot or the common property which will increase the risk of fire or the rate of fire insurance premiums. This includes disconnecting one or both of the two hard-wired smoke detectors or tampering with any fire safety equipment.

- g. owners, tenants and occupants may place Christmas decorations on their patio or balcony during the months of December and January only. Natural Christmas trees are permitted during the months of December and January provided that the lights or decorations are not left on while the occupants are away from home or sleeping. Christmas trees must be bagged before removal from the strata lot and are not to be placed in the provided garbage receptacles. Trees must be removed at the owners expense;
- h. owners shall not allow their patio or balcony to become untidy or unsanitary, or place any rubbish, garbage, boxes or debris on the common property. The Strata Council may remove such items placed on the common property by an owner at the cost of the responsible owner;
- i. owners, tenants or occupants shall not feed wild birds with bird feeders or loose bird seeds from their strata lot or the common property;
- j. all personal property left on the common property, including that left in bike racks, shall be left at the sole risk of the owner, tenant or occupant;
- k. owners, tenants or occupants shall not affix anything to the exterior of the strata corporation building including, without restricting the generality of the foregoing, any radio, telephone or television antennae, or satellite dish. Nor shall they post or display any sign, banner, poster or other material that will be visible from their strata lots; except for items that are permitted under federal and provincial election laws;
- l. owners shall not store in or about their strata lot or the common property any inflammable, explosive or hazardous materials with the exception of one certified propane cylinder per strata lot;
- m. owners, tenants and occupants shall not shake any mops, rags or rugs from any window, door, balcony or patio and no dirt, dust, rubbish or litter of any kind shall be swept from or thrown from any balcony, patio, window or door;
- n. except for when actually in use, no owner, tenant or occupant shall leave water running in their strata lot;
- o. owners, tenants and occupants shall not hang clothing or bedding of any kind from a balcony, patio, window or door so as to be visible from the exterior of the strata corporation building;

- p. owners, tenants and occupants shall not leave personal property of any kind in or about the common property other than in the bike racks and in no case shall bicycles, skateboards roller blades, two wheeled scooters or similar devices be used or operated on the common property including the breezeways, towers and stairwells;
 - q. owners, tenants and occupants shall not use charcoal barbeques in or about any strata lot or the common property. Gas or electric barbeques are permitted;
 - r. operation of any barbeque is prohibited on the common walkways and the common property except for the large common patio area in the northeast corner of the strata property. Permission to use the patio area must be received in writing from the strata council;
 - s. owners, tenants and occupants shall not disconnect or tamper with any utility equipment or meters;
 - t. owners, tenants and occupants shall not install rugs or any other material that will trap water onto the balcony or patio surface;
 - u. owners, tenants and occupants shall only dispose of garbage and refuse in the bins supplied by the strata corporation. They shall also follow all rules relating to recycling. If they wish to dispose of anything that is too big to fit into the strata corporation garbage bin, such as old furniture/renovation materials, then it shall be their sole responsibility to ensure that these items are removed from the common property at their expense. The gate to the garbage area is to be kept closed and locked at all times; and
 - v. all fireworks are banned from use anywhere on strata property, whether on common property or in/on individual strata lots.
- (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) A strata lot shall be used as a residence by the strata lot owner only and shall not be used as:
- a. a business which allows uninvited customers or the general public access to the residence, or which utilizes strata funded resources or services;
 - b. for any purpose which may be illegal or injurious to the reputation of the Strata Corporation or other strata lot owners;

- c. for any purpose that will cause a nuisance, hazard, or unreasonable interference to any other strata lot owner;
- d. in such a way as to increase the insurance rates on a strata lot or the building; and
- e. in such a way as to increase the risk of fire.

5. Smoking

- (1) Owners, tenants, visitors and occupants shall not at any time smoke while on the common property, including the breezeways, stairwells, towers, tower landings, and common walkways;
- (2) Smoking on personal balconies and patios is permitted;

6. Pets

- (1) Owners, tenants and occupants shall not keep any pets in a strata lot other than one or more of the following:
 - a. up to TWO (2) small caged mammals;
 - b. up to TWO (2) caged birds;
 - c. two (2) dogs not to exceed 25 lbs. each, or TWO (2) domestic cats, or ONE (1) dog and/or ONE (1) domestic cat.
- (2) With regards to animals and pets:
 - a. Esquimalt Municipality bylaws apply;
 - b. All pets must be leashed, harnessed, caged or otherwise secured and under control when on common property. The owner shall forthwith remove any excrement of such pet. The Strata Council shall remove any unruly pets after written notice;
 - c. Unacceptable animal and pet behaviours include, but are not limited to, the following:
 - i. excessive barking;
 - ii. found off leash;
 - iii. out of control while on leash;
 - iv. found on the strata lot(s) of other owners, tenants, or occupants; and

- v. persistent urination or defecation on common property.
- (3) No animal, fowl, livestock or pet is permitted to be housed on balconies, patios or any other common property, nor shall it be kept or exercised on the common property.
- (4) All pets must be registered with the Strata Council.
- (5) Should the Strata Council receive TWO (2) successive complaints (which must be in writing) it will investigate the complaints and if any permitted pets are found to be a nuisance, in the sole opinion of the Strata Council, then the Owner, occupant or tenant shall remove such pet from the Strata Corporation upon the receipt of FOURTEEN (14) days written notice from the Strata Council. For the purposes of this bylaw a nuisance shall be defined as including aggressive behaviour towards other owners or their pets, creating excessive noise, or causing damage to the Common Property or Limited Common Property

7. Inform Strata Corporation

- (1) Within two weeks of becoming an owner/resident, an owner/resident must inform the strata corporation of the owner's/resident's name, strata lot number, phone number, and mailing address outside the strata plan, if any.
- (2) On request by the Strata Corporation, any owner, occupant, or tenant must inform the Strata Corporation of his or her name and in which strata lot they are residing.
- (3) All non-resident owners shall inform the Strata Corporation of the full name, phone number, street address, and email of an emergency contact person, and where possible one who lives within THIRTY (30) kilometres of the Strata Corporation.
- (4) Prior to possession of a strata lot by an occupant or tenant, an owner shall deliver to the occupant or tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.

8. Obtain Approval Before Leasing or Renting a Strata Lot

Pursuant to Section 141 of the Strata Property Act, and subject to any exemptions under the said Act, the rental of residential strata lots is prohibited.

- a. Exceptions to the "zero" lease/rental limit may be made at the discretion of the Strata Corporation in proven cases of hardship and shall be for a term of no longer than one year. An extension of one

year may be requested and granted if the strata lot owner can continue to prove hardship. After the granted lease or rental period has terminated the strata lot must be either left vacant, sold, or occupied by the registered owner.

- b. After a lease or rental request has been approved, a Form K, signed by the proposed tenant, shall be submitted to the Strata Corporation whereby the proposed tenant (and any other tenants) of the strata lot undertakes to comply with the Strata Property Act, Strata Property Regulations and the Bylaws and Rules of Strata Plan No. 40. The lease shall include, or be deemed to include, such an undertaking on the part of the tenant as a condition of the lease.
- c. For the duration of such tenancy or occupancy, the strata lot owner(s) must provide their current contact address and telephone number to the Strata Corporation.

9. Alterations to a Strata Lot or Common Property

- (1) Before making an alteration to 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 common property;
 - e. fences, railings or similar structures that enclose a patio or 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 s. 149 of the Strata Property Act;
 - h. all or a portion of flooring in a Strata Lot;
 - i. significant betterments to the Strata Lot including, but not limited to, the construction or removal of interior walls, cupboards and cabinets;
 - j. common property, including limited common property; and,

- k. common assets.
- (2) An owner must first:
- a. obtain the written consent of the Strata Council authorizing the alteration;
 - b. execute an Indemnity & Alteration Agreement in a form satisfactory to the Strata Corporation;
 - c. obtain owner approval pursuant sections 70(4) and 71 of the Act, if applicable; and,
 - d. satisfy the conditions or agree to satisfy the conditions attached to the grant of permission by the Strata Council.
- (3) It is the intent of this bylaw that liability for Alterations shall attach to an owner and to a subsequent owner of each strata lot even though a subsequent owner is not a signatory to an Indemnity & Alteration Agreement. The Strata Corporation will ensure that a copy of all Indemnity & Alteration Agreements for a strata lot are kept on file and upon request, provided to purchasers of that Strata Lot. Alteration and Indemnity Agreements for a strata lot are intended to bind purchasers of that strata lot from time to time even if they are not filed at the Land Title Office.
- (4) An owner/resident must not replace the existing floor with any other material including carpet without the prior written consent from strata council. Such approvals shall include the current specification requirements for soundproofing quality underlay.
- (5) Owners, tenants and occupants shall not in any case enclose any balcony or patio.
- (6) Owners, tenants and occupants shall not install nor permit installation of air conditioner or fans in any window opening or doorway.

Application Procedure

- (7) The application of the owner for an Alteration shall be in writing and shall enclose the following (the "Application"):
- a. details of the proposed Alteration;
 - b. Detail plan showing the proposed location of construction of the Alteration and nature of the change, including details of the proposed materials and dimensions;

- c. name of proposed qualified/licensed contractor(s) who will perform the work, if utilizing or required;
 - d. any other documents or information which the Strata Council may reasonably require in order to grant permission.
- (8) Upon receipt of an application for an alteration, the Strata Council shall within four (4) weeks from the date of receipt of the Application or an Amended Application either request further information, approve or reject the Application or Amended Application in writing.

Conditions for Approval

- (9) The Strata Council may impose any one or more of the following conditions on a Strata lot owner approved for the alteration:
- a. assume responsibility for any expenses related to the alteration;
 - b. perform the work or cause the work to be performed at the owner's sole cost;
 - c. ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;
 - d. produce a copy of a valid building permit to the Strata Council prior to the commencement of the work, if required by the local municipality;
 - e. employ qualified and licensed contractors or subcontractors approved by the Strata Council to perform the work, if required;
 - f. employ at the owner's sole cost a qualified building envelope professional, if required in the sole discretion of the Strata Council, to prepare specifications and provide inspection services for the work;
 - g. rectify deficiencies to the work in a timely fashion and to the satisfaction of the Strata Council, failing which the Strata Corporation may perform the work and collect the costs of same from the applicant, including costs as between a solicitor and his own client;
 - h. observe any repair and maintenance schedule or policy imposed by the Strata Corporation from time to time for the work;
 - i. indemnify the Strata Corporation and save it harmless from any and all liability associated with the work, including legal costs as between a solicitor and his own client;

- j. assume all responsibility for the repair, maintenance or replacement of the Alteration;
- k. obtain appropriate insurance for the Alteration and provide the Strata Corporation with evidence of coverage upon request, if required;
- l. assume responsibility for all future expenses related to the Alteration, including repair, maintenance and replacement costs, plus insurance for the betterment to the satisfaction of the Strata Council;
- m. execute an Alteration and Indemnity Agreement in a form satisfactory to the Strata Corporation;
- n. register the Alteration and Indemnity Agreement at the Land Title Office, if required;
- o. agree to inform a subsequent purchaser of the Strata Lot of the terms of the Alteration and Indemnity Agreement and to make it a condition of any Contract of Purchase and Sale that the subsequent purchaser shall agree to be bound by the terms of the Alteration and Indemnity Agreement;
- p. provide the Strata Corporation with a written assurance upon completion of the Alteration certifying compliance with the terms of this bylaw and, where applicable, section 70(4) of the Strata Property Act; and,
- q. any other conditions reasonably required in the opinion of the Strata Council given the nature of the proposed Alteration.

Alterations Installed Without Permission

- (10) If an Alteration has been installed or constructed without the prior written permission of the Strata Council ("Unauthorized Alteration"), then the owner of that Strata Lot may apply to the Strata Corporation for permission to retain the Unauthorized Alteration.
- (11) The Strata Council may unreasonably refuse to approve the Unauthorized Alteration, but if it is approved, then approval must be in compliance with this bylaw.
- (12) The Strata Council is authorized in its sole discretion to take legal proceedings including an application to the Supreme Court pursuant to section 171(1) (b) of the Strata Property Act against the owners of the Unauthorized Alterations for any remedy, judgment or order recommended in the opinion of legal counsel and available to the Strata

Corporation by law, including an application for a mandatory injunction to compel removal of the Unauthorized Alteration.

10. 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, either by using a key previously provided by the owner, tenant, occupant or visitor or by using the services of a locksmith, if time and circumstances permit, or by breaking in appropriately to the situation, if time and circumstances do not permit the use of the services of a locksmith; 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 by laws 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.
- (3) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot for the annual inspection of smoke alarms and fire extinguishers, including the replacement of batteries in the smoke alarms, upon a minimum of one week written notice. Otherwise, the services of a locksmith may be used, at the owner's expense. If results of the inspection show that the smoke detector is not in working order, it will be the responsibility of the homeowner to make the repairs.

Division 2 - Powers and Duties of Strata Corporation

11. 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;
 - i. limited common property, but the duty to repair and maintain it is restricted to:

ii. repair and maintenance that in the ordinary course of events occurs less often than once a year, and

1. the following, no matter how often the repair or maintenance ordinarily occurs:
2. the structure of a building;
3. the exterior of a building;
4. stairs, balconies, common walkways and other things attached to the exterior of a building;
5. doors and windows on the exterior of a building that front on the common property;
6. fences, railings that surround patios, balconies, common walkways and yards;

(2) 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:

- a. the structure of a building,
- b. the exterior of a building,
- c. stairs, balconies, common walkways and other things attached to the exterior of a building,
- d. doors and windows on the exterior of a building or that front on the common property, and
- e. fences, railings and similar structures that enclose patios, balconies, common walkways and yards.

Division 3 – Council

12. Council Size

- (1) The council must have at least three (3) and not more than seven (7) members.
- (2) Definitions:
 - a. “Family Member” means a parent, Spouse, or child of the owner or a parent, or child of the Spouse of the owner;
 - b. “Spouse” 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.

- (3) A Family Member who is not registered on title to the Strata Lot is eligible for election as a council member and is eligible to sit as a council member if:
 - a. The owner of the Strata Lot first provides the Strata Corporation with approval in writing; and,
 - b. The Family Member is 19 years of age.
- (4) Only one person per strata lot is eligible to run for election as a Strata Council member at any one time.
- (5) No person shall stand for council or continue to be on council if the Strata Corporation is entitled to register a lien against that person's Strata Lot under Section 116(1) of the *Strata Property Act*.
- (6) If a council member is unable to continue to be on council pursuant to Bylaw 12(5), then that council member is deemed to have resigned for the purposes of these bylaws and the remaining members of the council may replace that member pursuant to Bylaw 15.

13. 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.
- (3) A council member is allowed to hold the same position for two concurrent terms maximum.

14. 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.

15. 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 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 20% 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.

16. Officers and Members

- (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.
- (5) Remuneration will be paid monthly on the first day of each month as an honorarium to members of the council by the Strata Corporation as set by the strata annual budget to be approved at the annual general meeting. Note: A council member who accepts remuneration cannot hold or vote proxies at meetings as it may create conflicts of interest in certain cases.
 - a. Council members must decide at the start of their term, in writing to accept or decline the remuneration.
 - b. A council member may give up the remuneration at any time during their term by providing an email/letter to the property management company.

- c. Once declined the council member will not be entitled to the remuneration for the remainder of their term.
- d. It will be noted in the notice of an AGM/SGM which council members are not allowed to accept proxies. This is to allow for homeowners to submit their proxies to someone who is able hold and vote their proxies.

17. 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 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, by a notice posted in each breezeway, about a council meeting as soon as feasible after the meeting has been called.

18. 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.

19. 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.

20. Council Meetings

- (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.

21. 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.

22. Council to Inform Owners of Minutes

- (1) The council must inform owners of the minutes of all council meetings by posting them in each breezeway within 2 weeks of the meeting, whether or not the minutes have been approved.

23. Delegation of Council's Powers and Duties

- (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 three.
- (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.

24. 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) Pursuant to Section 98 of the Strata Property Act, SBC 1998, Chapter 43, the council may not make any expenditure that is not provided for in the budget or approved by a three-quarter (3/4) vote unless the annual cumulative amount of such expenditures is less than \$5,000.
- (3) Despite Subsection (1) and (3), 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, whether physical or otherwise.

25. 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.
- (3) Provided the council member has acted honestly and in good faith, the Strata Corporation shall indemnify the council member for his or her legal costs in responding to a claim of wrongdoing on a solicitor and own client basis.

Division 4 - Enforcement of Bylaws and Rules

26. Maximum Fine

- (1) The Strata Corporation may fine an owner or tenant a *maximum* of:
 - a. \$200.00 for each contravention of a bylaw, except
 - b. \$50.00 for each contravention of a rule,
 - c. *For violations of bylaw 6. Pets, Subsections (1),(2),(3), and (4) only - \$10.00 for first offences and \$25.00 for second and third offences, and*
 - d. *For violations of the rental restriction bylaw- \$500.00 for each contravention.*

27. Contravention

- (1) With the exception of contraventions of Bylaw No. 6 Subsection (4) only, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than SEVEN (7) days, a fine may be imposed every SEVEN (7) days.
- (2) Should the Strata Corporation be required to undertake any legal actions or arbitration, or seek legal advice with respect to a breach by an owner, tenant or occupant of any strata lot of the Strata Property Act, the Strata Property Regulations, the bylaws or rules or any amendments thereto, then the owner(s) of the strata lot shall be responsible for and shall pay all of the Strata Corporation's legal costs incurred on a solicitor and own client basis and shall pay the same within SEVEN (7) days of receipt of a demand from the Strata Corporation.

Division 5 - Annual and Special General Meetings

28. Quorum at Annual and Special General Meetings

- (1) Pursuant to Section 48 of the *Strata Property Act*, the quorum for all Special and Annual General Meetings shall be ONE THIRD (1/3) of the eligible owners.
- (2) 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 the owners; but in any other case, the meeting shall stand adjourned for a further ½ hour from the time appointed and, if within one 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.

29. 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.

30. 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.

31. 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 chair may break the tie by casting a second, deciding vote.
- (6) If the Strata Corporation is entitled to register a lien against a Strata Lot under section 116(1) of the *Strata Property Act*, then the vote for that Strata Lot shall not be exercised at any annual or special general meeting, except on matters requiring a unanimous vote.
- (7) The election of each Strata Council member must be voted on by the owners present in person. Strata Council members are not to be elected by acclamation.

32. 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;
 - b. determine that there is a quorum, which shall be eligible voters holding 1/3 of the Strata Corporation's votes, present in person or by proxy;
 - 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. deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - l. elect a council, if the meeting is an annual general meeting;
 - m. terminate the meeting.
- (2) Approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting. The fiscal year of Strata Plan No. 40 is January 1st to December 31st;

Division 6 - Insurance Coverage

33. Insurance

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every two to four years for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Strata Property Act*.
- (2) For purposes of section 149(4)(b) of the *Strata Property Act*, the Strata Corporation shall obtain adequate insurance on an annual basis to cover other perils, including:
 - a. earthquake insurance; and,
 - b. Director's and Officer's Liability Insurance for a minimum amount of \$2,000,000.00 or such lesser amount as may be available.
- (3) Subject to the regulations and this bylaw, the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1).
- (4) Despite any other section of the Act or the regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159.

- (5) An Owner, tenant, occupant or visitor must not:
- a. do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
 - b. 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.
- (6) An owner shall reimburse the Strata Corporation maintenance, repair or replacement costs plus any losses or damages to an owner's strata lot, the common property, the limited common property or the contents of same, if:
- a. that owner is responsible for the loss or damage; or
 - b. if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
 - i. that owner; or,
 - ii. any member of the owner's family; or,
 - iii. the owner's pet(s); or,
 - iv. the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets,
- but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner.
- (7) For greater certainty, an owner is responsible even if that owner is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act.
- (8) Without restricting the generality of the foregoing, an owner is responsible for:
- a. any water escape damage from that owner's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment or fixture located in the owner's strata lot including, but not limited to the following:
 - i. dishwasher;

- ii. refrigerator with ice/water dispensing capabilities;
 - iii. garburator;
 - iv. hot water tank;
 - v. washing machine;
 - vi. toilet, sink, bathtub and/or shower;
 - vii. air conditioner;
 - viii. fish tank;
 - ix. fireplace;
 - x. plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner; or,
 - xi. any other similar type of appliance, equipment or fixture.
- b. any damage arising out of any Alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that Strata Lot; and,
 - c. any damage to property that an owner is required to repair or maintain.
- (9) An owner shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner.
- (10) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs and related legal costs shall be charged to the owner and shall become due and payable as part of that owner's monthly assessment on the first of the month following the date on which the expense was incurred.
- (11) An owner shall obtain and maintain an Homeowner Package insurance policy to cover:
- a. the losses described in section 161 of the Act;

- b. the deductible portion of the insurance claim against the Strata Corporation's insurance policy if that owner is responsible for the loss or damage that gave rise to the claim;
 - c. any alteration; and,
 - d. any betterments or changes to the buildings or fixtures built by the developer.
- (12) An owner, occupant or tenant shall be responsible for any damage occurring to common property, limited common property or their strata lot if such damage is caused by the act or neglect of the owner or their guest or invitee.
- (13) Owners, occupants or tenants shall be solely responsible for the costs of repairing any and all damage that occurs to their strata lot, the common property, limited common property or any other strata lot as a result of the failure of their waterbeds, hot water tank and/or washing machine, and dishwasher hoses. On the installation of all new hot water tanks the owner shall also install an overflow pan.

Division 7 - Miscellaneous

34. Ingress, Egress & Parking

- (1) All motor vehicles shall park in designated parking stalls only.
- (2) No repair work of any kind shall be undertaken on any motor vehicle on the common property.
 - a. The owner of vehicles that leak fluids on the common property shall clean up the same within seven days of notice, failing which it shall be cleaned up by the strata council and charged to the owner.
- (3) Only licensed and insured motor vehicles shall be parked in the parking area. Owners, tenants and occupants shall provide proof of insurance to the Strata Council upon request.
- (4) Motor Vehicles shall not be operated at a speed in excess of TEN (10) kilometres per hour while on the common property.
- (5) Owners, tenants and occupants shall not leave or store any personal property of any kind, including without restricting the generality of the foregoing, any furniture, and lumber, and crates, cardboard or similar materials in any parking stall or on the common property.

- (6) Reserved parking shall be allotted by the council on the basis of one parking stall for each strata lot. Rental spots will be allocated on a first come first serve basis for a rate of \$25.00 per month.
- (7) Owners, occupants and tenants shall not sublet their parking stalls.
- (8) Visitor parking shall be used for guests only and such use shall be limited to a period of not more than three days in any month, unless a longer period is approved by the council. The Strata Council must be informed of any guest vehicle using the visitor parking overnight.
- (9) Owners, tenants and occupants shall not park in the visitor parking stalls at any time unless allowing a visitor to use their allotted parking spot.
- (10) Strata lot owners in violation of these bylaws will receive written notice of bylaw contravention. In the event that the vehicle is not known to the council, the notice will be placed on the vehicle. If an unknown vehicle, which has received prior written notice is still in violation of these bylaws the strata council will have the vehicle towed at owner's expense. If a strata lot owner is in violation of these bylaws they will be fined as described in bylaw 26. Dangerous vehicles or vehicles found to be blocking ingress or egress from the parking lot will be immediately towed at the owner's expense.
- (11) Owners, tenants and occupants shall not store any inflammable or explosive material in their parking stall.

35. Bicycles

Owners, tenants and occupants must park their bicycles in the designated bike racks or their strata lot.

36. Sale of Strata Lots

- (1) A Home for Sale board is provided by the strata council at the front of the development, owners and their realtors must post a sales message on the board if room is available. For-sale signs are forbidden anywhere else on the property
- (2) Open houses shall be held only between the hours of 9:00 a.m. and 5:00 p.m. Showing shall not be made later than 9:00 p.m.
- (3) Prospective purchasers are to be accompanied at all times while on the common property.

- (4) Realtors and prospective purchasers must comply with the bylaws and rules relating to parking and may only park on the street or in guest parking if it is available.

Division 8 - Records

37. Access to Records

- (1) The Strata Corporation shall charge:
 - a. under the Strata Property Act, Section 36 (4), to the person requesting them, a fee for a copy of a record or a document provided under this section in the amount of TWENTY-FIVE (\$0.25) CENTS per page and may refuse to supply the copy until the fee is paid;
 - b. under the Strata Property Act, Section 59, to the person requesting an Information Certificate, a fee for the certificate in the amount of \$35.00 and may refuse to issue the certificate until the fee is paid; and
 - c. Under the Strata Property Act, Section 115, to the person requesting a Certificate of Payment, a fee for the certificate in the amount of \$15.00 and may refuse to issue the certificate until the fee is paid.

Provided always that should the permissible fees be increased by Regulation, the Strata Corporation shall charge the higher amounts as set out in the Regulation.

Division 9 - Severability

38. Severability

- (1) For the purposes of interpretation of these bylaws and any amendments, additions or alterations to them, each heading, paragraph and subparagraph shall be deemed to be a separate section with the intent that should an Arbitrator or Court of Competent Jurisdiction find that any such heading, paragraph or subparagraph of these bylaws or any amendments is void for uncertainty or is ultra vires the Strata Corporation or is, for any other reason, unenforceable, then such heading, paragraph or subparagraph shall be deemed to be severable and the remaining heading, paragraphs and subparagraphs of these bylaws shall be interpreted so as to be given the broadest meaning possible and all such heading, paragraphs and subparagraphs shall remain in force and effect.

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