



**STRATA PLAN VR726
BYLAWS**

AMENDED AND APPROVED BY OWNERS

April 13, 2013

April 29, 2019 Registration #CA7469924

THE OWNERS, STRATA PLAN VR726 – WOODLANDS

Preamble

The Woodlands subdivision is a bare land strata plan, 99 year City of Vancouver leasehold property. It is also a community of 70 households on five unique streets, tucked into the Champlain Heights neighbourhood.

As a bare land strata plan, owners are responsible for the maintenance of their own home including the upkeep and replacement of the roof, exterior walls, trims, doors, windows and landscaping within each strata lot. The owner is also responsible for the maintenance of mechanical, plumbing and electrical systems inside the strata lot.

As a bare land strata plan, the strata corporation is made up of strata lot owners who look after the common assets of The Woodlands. This includes the roadways, the street lights, and common underground services. Maintenance of the common area landscaping and fences are also the responsibility of the strata corporation.

The bylaws are based on the Schedule of Standard Bylaws included in the *Strata Property Act*, S.B.C. 1998, c. 43 (the “Act”) as amended.

The bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the Act. For the purposes of these bylaws:

- (a) “model strata lot lease” means the model strata lot lease among the City of Vancouver as lessor, United Properties Ltd. and Imbrook Properties Limited as lessee and the Strata Corporation as defined in the agreement; and
- (b) “residents” means collectively, owners, tenants and occupants and “a resident” means collectively, an owner, a tenant and an occupant.

Duties of Owners, Tenants, Occupants and Visitors

1. Compliance with bylaws and rules

- 1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

2. Payment of strata fees and special levies

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date may result in a fine of \$50 for each contravention of bylaw 2.1.
- 2.3 An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account. Each dishonoured cheque or dishonoured automatic debit will be subject to an administration charge of \$50.
- 2.4 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.5 Failure to pay a special levy on the due date will result in a fine of \$100 for each contravention of bylaw 2.4.
- 2.6 Where an owner fails to pay a special levy in accordance with bylaw 2.4, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

3. Repair and maintenance of property by owner

- 3.1 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.
- 3.2 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.

4. Use of property

- 4.1 A resident 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.
- 4.2 A resident 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 5.01 of the model strata lot lease.
- 4.3 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
- 4.4 (a) For the purposes of these bylaws, “strata insurance” means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws.
- (b) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.
- (c) For clarity and without limiting the meaning of the word “responsible”, an owner is deemed to be responsible, under bylaw 4.4(b), for any of the following:
- i. the owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word “responsible” has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;
 - ii. any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner’s tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees);
 - iii. any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner’s strata lot or limited common property designated for the exclusive use of such

owner's strata lot, including, but not limited to, anything arising from any of the following:

- A. dishwasher;
 - B. refrigerator with ice/water dispensing capabilities;
 - C. garburator;
 - D. washing machine;
 - E. toilets, sinks, bathtubs;
 - F. dedicated plumbing related pipes and fixtures, that solely service a strata lot;
 - G. fireplaces;
 - H. exhaust fans and humidifiers/dehumidifiers;
 - I. anything introduced into the strata lot by a resident or visitor;
 - J. any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
 - K. any pets residing in or visiting at the owner's strata lot;
 - L. any person residing in or visiting at the owner's strata lot; and
 - M. barbecues or smokers; and
- iv. legal costs incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner, such indemnity to be on a solicitor and client basis, including disbursements, expenses, taxes, filing and/or Court fees, all on a full indemnity basis.
- (d) For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the owner.

4.5 A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, whether arranged through websites such as Air BnB, VRBO, Premiere Executive Suites or through companies that advertise this type of accommodation. Without limiting the generality of the foregoing, a resident must not enter into a license

for the use of all or part of a strata lot for accommodation purposes. Any breach of this bylaw 4.5 is subject to a fine of up to \$1,000 per day.

5. Pets and animals

- 5.1 A resident or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
- 5.2 A resident or visitor must ensure that all dogs are leashed or otherwise secured when on the common property or on land that is a common asset.
- 5.3 A resident must not keep a pet on a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals and birds;
 - (c) up to two dogs and/or two cats.
- 5.4 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders, exotic cat species or large members of the cat family.
- 5.5 A resident must not keep a pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which, in the opinion of council, is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- 5.6 If a resident contravenes bylaw 5.5, the owner of the strata lot may be subject to a fine of \$50.
- 5.7 Notwithstanding bylaw 5.6, a resident whose pet contravenes bylaw 5.5 may be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- 5.8 A pet owner must ensure that a pet is kept quiet, and controlled. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- 5.9 A strata lot owner must assume all liability for all actions by a pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

- 5.10 A resident or visitor must not feed rodents, squirrels or other wild mammals from any strata lot, limited common property, common property or land that is a common asset.
- 5.11 A resident who contravenes any of bylaws 5.1 to 5.5 (inclusive) or 5.8 to 5.10 (inclusive) may be subject to a \$50 fine.

6. Inform strata corporation

- 6.1 Within two weeks of becoming an owner, an owner must notify the strata corporation of the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any.
- 6.2 Within two weeks of renting a strata lot, an owner must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.

7. Obtain approval before altering a strata lot

- 7.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to a strata lot that involves any of the following:
 - (a) the structural components of a building;
 - (b) the exterior of a building including sloped roofs;
 - (c) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building,
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 5.01 of the model strata lot lease;
 - (h) external heating, air conditioning and other services; and
 - (i) a satellite dish.
- 7.2 In undertaking an alteration to the exterior of a strata lot, an owner must use only materials that match the original look of The Woodlands and are approved by the Strata Corporation for sloping roofs, exterior walls, window frames, garage doors, and doors visible from common areas, building trim and fascias as set out in Schedule A to these bylaws.
- 7.3 The strata corporation must not unreasonably withhold its approval under bylaw 7.1, but may require as a condition of its approval that the owner agree, in writing, to take

responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.

- 7.4 An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

8. Obtain approval before altering common property

- 8.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including limited common property or common assets.

- 8.2 An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:

- (a) submit, in writing, detailed plans and description of the intended alteration;
- (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
- (c) obtain the consent of the owners by written approval of the strata council under bylaw 8.1.

- 8.3 The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
- (b) that the standard of work and materials be not less than that of the existing structures;
- (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
- (d) that the owner of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;
- (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the

alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.

- 8.4 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 8.5 An owner who, subsequent to the passage of bylaws 8.1 to 8.3, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

9. Renovations/alterations

- 9.1 A resident must not permit any construction debris, materials or packaging to accumulate on other strata lots or common areas.
- 9.2 An owner must ensure that the delivery of any construction materials, and placement of construction garbage bins do not block access to roadways or driveways. Any damage to common roadways or landscaping will be the responsibility of the owner.
- 9.3 An owner must ensure that the hours of construction work are restricted to 7:30 a.m. to 8:00 p.m., Monday through Friday except statutory holidays, and 10:00 a.m. to 8:00 p.m. on Saturdays except statutory holidays.
- 9.4 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained and that the renovations or alterations substantially conform to the designs approved by the strata corporation
- 9.5 An owner in contravention of bylaws 9.1 to 9.3 (inclusive) may be subject to a fine of \$200 for each contravention, as well as be responsible for any clean up or repair costs.

10. Permit entry to strata lot

- 10.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
 - (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 5.01 of the model strata lot lease; or
 - (ii) to ensure a resident's compliance with the Act, bylaws and rules.
- 10.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation.
- 10.3 The notice referred to in bylaw 10.1(b) must include the date and approximate time of entry, and the reason for entry.

Powers and Duties of Strata Corporation

11. Repair and maintenance of property by strata corporation

- 11.1 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.

Council

12. Council size

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

13. Council eligibility

- 13.1 Only registered owners of a strata lot may stand for council.
- 13.2 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 section 116(1) of the Act.

- 13.3 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including any such amounts that the owner is responsible for under section 131 of the Act.

14. Council members' terms

- 14.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 14.2 A person whose term as council member is ending is eligible for re-election.

15. Removing council member

- 15.1 The strata corporation may, by a resolution passed by two-thirds (2/3) vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed. In this bylaw 15.1, a 2/3 (two-thirds) vote means a vote in favour of a resolution by at least 2/3 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.
- 15.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 15.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.
- 15.4 The council may appoint the remaining council members necessary to achieve a quorum for the strata corporation, even if the absence of the members being replaced leaves the council without a quorum.
- 15.5 A replacement council member appointed pursuant to bylaws 15.2 and 15.4 may be appointed from any person eligible to sit on the council.

16. Replacing council member

- 16.1 If a council member resigns or is unwilling or unable to act the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 16.2 A replacement council member may be appointed from any person eligible to sit on the council.

- 16.3 The council may appoint a council member under bylaw 16.2 even if the absence of the member being replaced leaves the council without a quorum.
- 16.4 If all the members of the council resign or are unwilling or unable to act, 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.

17. Officers

- 17.1 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.
- 17.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 17.3 The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act,
 - (b) if the president is removed, or
 - (c) for the remainder of the president's term if the president ceases to hold office.
- 17.4 The strata council may vote to remove an officer.
- 17.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the council members may elect a replacement officer from among themselves for the remainder of the term.

18. Calling council meetings

- 18.1 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.
- 18.2 The notice in bylaw 18.1 does not have to be in writing.
- 18.3 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.

19. Quorum of council

19.1 A quorum of the council is

- (a) 1, if the council consists of one member,
- (b) 2, if the council consists of 2, 3 or 4 members,
- (c) 3, if the council consists of 5 or 6 members, and
- (d) 4, if the council consists of 7 members.

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

20. Council meetings

20.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

20.2 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.

20.3 If a council meeting is held by electronic means, council members are deemed to be present in person.

20.4 Owners may attend council meetings as observers.

20.5 Despite bylaw 20.4, 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) 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

21.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.

21.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

21.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

22. Council to inform owners of minutes

- 22.1 The council must circulate to or post for owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

23. Delegation of council's powers and duties

- 23.1 Subject to bylaws 23.2, 23.3 and 23.4, 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.

- 23.2 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 bylaw 23.3.

- 23.3 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.

- 23.4 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, or
- (b) whether a person should be fined, and the amount of the fine.

24. Spending restrictions

- 24.1 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.

25. Limitation on liability of council member

- 25.1 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.

- 25.2 Bylaw 25.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

- 25.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of

council, as valid as if the council member had been duly appointed or had duly continued in office.

Enforcement of Bylaws and Rules

26. Fines

- 26.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant up to a maximum of:
- (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- 26.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

27. Continuing contravention

- 27.1 Except where specifically stated to be otherwise in these bylaws, 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.

Annual and Special General Meetings

28. Quorum of meeting

- 28.1 If within 1/2 hour from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further 1/2 hour on the same day and at the same place. If within a further 1/2 hour from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 28.1 is an alternative to section 48(3) of the Act. This bylaw 28.1 does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

- 28.2 A quorum for an annual or special general meeting is eligible voters holding 25% of the strata corporation's votes, present in person or by proxy.

This bylaw 28.2 is an alternative to section 48(2) and 48(2)(a) of the Act.

(28.2 approved on March 3, 2016 AGM)

29. Person to chair meeting

- 29.1 Annual and special general meetings must be chaired by the president of the council, or as delegated by the president.

30. Participation by other than eligible voters

- 30.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 30.2 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.

31. Voting

- 31.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 31.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules or which an owner is responsible under section 131 of the Act.
- 31.3 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 31.4 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.
- 31.5 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.
- 31.6 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.
- 31.7 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.
- 31.8 Despite anything in bylaws 31.1 to 31.7 (inclusive), an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

32. Order of business

32.1 The order of business at annual and special general meetings is as follows:

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

Voluntary Dispute Resolution

33. Voluntary dispute resolution

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

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

33.2 A dispute resolution committee consists of

- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
- (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

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

Small Claims Court Proceedings

34. Authorization to proceed

34.1 The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

Marketing Activities by Owners and Occupants

35. Sale of a strata lot

35.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.

Insurance

36. Insuring against major perils

36.1 The strata corporation must obtain insurance on the buildings in accordance with section 5.01 of the model strata lot lease.

36.2 Owners must obtain insurance against property damage on any improvements or alterations to their strata lot as required by section 5.01 of the model strata lot lease. Upon request by the strata corporation, an owner must provide proof of such insurance coverage.

Appearance of strata lots

37. Cleanliness

37.1 A resident must not allow a strata lot to become unsanitary or untidy. Garbage and other detritus must not be thrown, piled or stored in the strata lot or on common

property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.

- 37.2 A resident must ensure that garbage, yard waste and recyclable material are placed in the containers provided for that purpose, and the containers are brought out for pick up only the night before or the morning of pick up days.
- 37.3 A resident must maintain lawns, gardens and hard landscaping within the strata lot.

Rentals

38. Residential rentals

- 38.1 Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- 38.2 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

39. Parking

- 39.1 The following strata lot properties are authorized to park two vehicles in front of the garages, perpendicular to the garage door:
 - (a) 7705, 7708, 7709 and 7712 Raintree Court;
 - (b) 7714, 7737, 7743 and 7755 Teakwood Place;
 - (c) 7805, 7806, 7811, 7817, 7829, 7840, 7863 and 7871 Marchwood Place;
 - (d) 7918, 7923, 7924, 7936, 7937, 7949, 7952 and 7956 Limewood Place; and
 - (e) 8018 Jadetree Court.
- 39.2 One vehicle is authorized to park perpendicular to the garage door at 7730 Teakwood Place.
- 39.3 Properties not listed in either of bylaws 39.1 and 39.2 are authorized to park a single vehicle parallel to the garage door, within the adjacent curbing.
- 39.4 Resident's vehicles, trailers, boats or equipment must not be parked on common roadways.
- 39.5 There are no designated parking areas on the internal roadways, so guest parking must be limited to areas where there is safe passage of traffic. Any vehicles impeding traffic may be towed at the vehicle owner's own expense.

- 39.6 A resident or visitor must not hinder or restrict sidewalks, roadway entrances from Matheson Crescent, private driveways and other parts of the common property.
- 39.7 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
- 39.8 Any resident's vehicle parked in violation of bylaw 39.7 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

40. Miscellaneous

- 40.1 Subject to bylaw 35.1 and 40.4, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 40.2 A resident must ensure that no air conditioning units, laundry, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the common areas.
- 40.3 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset.
- 40.4 A resident or owner may display a reasonable number of small lawn election signs during any election period.

**Schedule A to Bylaws
(see Bylaw 7.2)**

Colour Scheme Regulation

The colour scheme regulation was established to provide for a general uniformity of exterior colours throughout the strata plan so that the aesthetic value and real value of owner's investments in their units would be maintained and enhanced. Paint colour swatches are available to borrow from strata council members for colour matching by paint manufacturers other than those listed.

Garage Doors

The original garage doors were 4 section, 16 panel all wood doors. Replacement garage doors are permitted to be insulated metal doors and should match as close as possible to the pattern of the original doors (4 section, 16 panel preferred, or 32 panel acceptable). Windows are not permitted in the garage doors.

PAINT COLOURS: Only the following colours are permitted on the face of the garage doors.

1. Cream colour scheme: General Paint colour 405-2W (almond)
2. Green colour scheme: General Paint colour 428-5W (light green)

Trims, Fascias and Door Casings

Trims and fascias are painted rough sawn cedar. Replacement trims are permitted to be wood or fiber-cement trim boards which match the texture of the original trims.

PAINT COLOURS: Only the following colours are permitted on trims, fascias and casings.

1. Cream colour scheme: General Paint colour 405-2W (almond)
2. Green colour scheme: General Paint colour 428-6A (dark green) or
General Paint colour 428-5W (light green)
3. Original brown scheme to be phased out when repainting is required.

Front Doors

The original front doors were clear finished cedar panel doors. Replacement doors can be metal, fiberglass or wood and should match as close as possible the pattern of the original doors.

Flashings, Gutters and Rain Water Leaders

Flashings, gutters and rain water leaders are to be standard brown.

Window Framing and Sliding Doors

Replacement windows and sliding doors are to be standard brown or standard beige (almond).

Roofs

Replacement roof shingles can be the original preservative treated cedar shingles or can be untreated cedar shingles or manufactured shingles approved by strata council.

Only the following manufactured shingles are currently approved for use.

1. EcoRoof Rubber Roof Shakes distributed by Penfolds (manufactured by G.E.M.Inc.).

Exterior Walls

Replacement wall shingles are to match the original preservative treated cedar shingles (#1-16” Blue Label preservative treated cedar shingles).