

COUNTRYSIDE ESTATES

Strata Plan LMS 1236

BYLAWS

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STRATA PLAN LMS 1236 – COUNTRYSIDE ESTATES BYLAWS

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

1 Late Payment of Strata Fees

- (1) An Owner must pay Strata Fees on or before the first day of the month to which the Strata Fees relate.
- (2) If an Owner is late in paying his or her Strata fees, the Owner must pay to the Strata Corporation interest on the late payment in the amount of 10% per annum, compounded annually and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

2. Repair and Maintenance of Property by Owners

- (1) An Owner must repair and maintain the Owner's strata lot, including all plumbing fixtures and electrical fixtures, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- (2) An Owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- (3)
 - (a) Owners are responsible for cleaning their balcony or patio, including the outside drip edge and glass panel at least once per year to clean off dirt and/or algae growth
 - (b) Owners are responsible to pay for the cost of repairs to any damaged balcony deck and/or damaged balcony membrane caused by the Owner or their tenant or visitor (ie. Cigarette burns, damage from barbecues or tears in the membrane caused by dragging patio planters or furniture).
 - (c) Owners may not install indoor/outdoor carpet on balcony decks as this damages balcony membranes.

3. Use of Property

- (1) An Owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan.
- (2) An Owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, limited common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these Bylaws or insure under section 149 of the Act.

- (3) An Owner, tenant or occupant must provide access to their strata lot for the annual fire inspection and any necessary repairs. If any occupants do not provide access on the day requested, the Strata Council will hire a certified locksmith to provide access to the unit and bill the strata lot Owner for the cost. Any occupants who disconnect or otherwise tamper with any fire safety equipment will be fined \$100.00 and pay all costs associated with the re-connection or repair of these fire safety devices.
- (4) Owner, tenant or occupant must not:
- (a) use the strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
 - (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other Owners, tenant or occupant;
 - (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property, such that it causes a disturbance or interferes with the comfort of any other Owners, tenant or occupant;
 - (d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the Strata Plan;
 - (e) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the Strata Council;
 - (f) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with Rules made by the Strata Corporation from time to time. Residents must also clean the grill of their barbecue, hibachi or cooking device after each use so as not to create excess smoke or odour which may offend neighbours;
 - (g) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
 - (h) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
 - (i) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
 - (j) allow a strata lot to become unsanitary or a source of odour;
 - (k) feed pigeons, gulls, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these Bylaws and the Rules made hereunder, which pet shall be fed only in a strata lot;
 - (l) install any window coverings, visible from the exterior of his strata lot, unless they are cream or white in colour; Exterior shades or awnings may only be utilized between May 1st to September 30th;
 - (m) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
 - (n) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the Council;
 - (o) erect on or fasten to the strata lot, the common property or any limited common

- property any television or radio antenna, satellite dish or similar structure or appurtenance thereto;
- (p) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
 - (q) place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, barbecues, summer furniture and accessories nor install any hanging plants or baskets or other hanging items within three feet of a balcony railing line. Decks must also be cleaned three times per year;
 - (r) place any planters with a total maximum weight, exceeding 200 lbs. on any patio or balcony, nor place any planters without proper drip trays.
 - (s) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person occupant or guest of the strata lot permitted by these Bylaws;
 - (t) Use exercise equipment, such as treadmills, stationary bikes or stair masters in their strata lot;
 - (u) smoke in any of the enclosed common areas. Cigarette butts must be disposed of in ashtrays only;
 - (v) allow any trick or treating within Countryside Estates.
- (5) An Owner of a strata lot who wishes to make any structural, plumbing or electrical alterations to the interior of their strata lot must obtain the prior written approval of the Strata Council and obtain any necessary municipal permits. [July 05]
- (6) An Owner is responsible to ensure their dishwasher and washing machine hoses are checked and replaced on a regular basis to avoid water escape. If water from an Owner's dishwasher or washing machine leaks into the strata lot below or the sink, toilet or bathtub overflows and leaks into the strata lot below, the Owner is responsible to repair and pay for the cost of repairs up to a maximum of \$1,000 to the ceiling and/or walls of the strata lot below. If an Owner refuses to make a claim under the Voluntary Property Damage coverage in their Condominium Owners Insurance policy or personally pay for necessary repairs, the Strata Corporation may make repairs to the affected area(s) and bill the Owner from where the water originated for the cost of the repairs. Repair costs may then be collected by way of a Small Claims Court action.[June 13, 2003]

4. Pets

- (1) An owner, tenant or occupant shall be entitled to keep either two small dogs or two cats in a strata lot. An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the strata council on behalf of the strata corporation pursuant to bylaw 3 with respect to the keeping of pets. No pet as an adult will exceed 16 inches in height measured from the shoulder. No dangerous breed dogs or exotic pets will be allowed such as; snakes, lizards, wild cats, pigs, pit bull terriers or rodents.
- (2) An owner, tenant or occupant that keeps a pet in a strata lot, either permanently or temporarily, shall register that pet with the strata council by providing to the strata council a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet are kept, the name and telephone number of the owner of the pet and the licence number of the pet(s) (when the pet(s) are required to be licensed).

- (3) An Owner of a dog or outdoor cat shall attach a collar to the pet with a tag identifying the Owner. All pets must be on a leash and under the full control of the Pet Owner when outside of the Owner's strata lot. [July 05]
- (4) An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.
- (5) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.
- (6) No owner, tenant or occupant shall permit its pet(s) to interfere with any other person, pet or object, or permit its pet(s) to disturb any other owner, tenant or occupant with uncontrolled barking or howling. Balconies and patios may not be used to contain pets.
- (7) The strata council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.
- (8) If any owner, tenant or occupant violates any provision of these bylaws on a continuing basis without correction, or if the strata council on reasonable grounds considers a pet to be a nuisance the strata council may, by written notice to such owner, tenant or occupant cause such owner, tenant or occupant to have the pet removed from the strata lot within 30 days of receiving such notice.

5. Inform Strata Corporation

- (1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, strata lot number and mailing address outside the Strata Plan.
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.
- (3) For security reasons all persons living at Countryside Estates, whether Owners, tenants or other occupants, must provide the Strata Corporation with their name and contact number as well as an emergency contact person.

6. Altering Exterior Appearance

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights (including the casings, the frames and sills of such doors, windows and skylights) on the exterior of a building, or that front on the

common property (ie. including, for example, adding security devices to the entrance door to a strata lot);

- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the Owners agree, in writing, to take responsibility for any expenses relating to the alteration.
 - (3) An Owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the Council will alter the exterior appearance of the building.

7. Evidence of Insurance Coverage for Altering Common Property

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The Strata Corporation may require as a condition of its approval that the Owners agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the Strata Corporation, evidence of appropriate insurance coverage relating to the alteration.
- (3) In the event that loss or damage occurs to a strata lot, common property or limited common property that gives rise to a valid claim under the Strata Corporation's insurance policy, if the Owner of the strata lot from where the damage originated is careless, they will be responsible for the deductible portion of the Strata Corporation's policy relative to the loss or damage. [June 13, 2003]
- (4) Owners are responsible for providing adequate insurance for the use of outdoor barbecues. Owners will be held responsible for all claims resulting from the use of a barbecue. [June 13, 2003]

8. Inspection of Strata Lots for Bylaw Compliance

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

DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION

9. Repair and Maintenance

The Strata Corporation must repair and maintain all of the following:

- (a) common assets of the Strata Corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) garage doors, doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building. Door and window screens continue to be the responsibility of the Owner to repair and maintain. [December 18, 2003]
 - (E) fences, railings and similar structures that enclose patios, balconies and yards.

DIVISION 3 - COUNCIL

10. Council Size

- (1) The Council must have at least 3 and not more than 7 members.
- (2) Council members must act in the best interests of all Owners and sign the following Strata Council member's Code of Conduct;
 - a.) Council members must represent the interests of the entire Strata Corporation.
 - b.) Council members shall maintain the confidentiality of the details and dynamics of Council discussions, as well as those items designated as confidential.
 - c.) Regardless of their personal viewpoint, Council members shall not speak against, or in any way undermine Council-solidarity, once a Council decision has been made.
 - d.) Council members are expected to attend all Council Meetings. Council members shall be prepared to commit sufficient time and energy to attend to Council business.
 - e.) Council members shall avoid, in fact and in perception, conflicts of interest and disclose to the Chair, in a timely manner, any possible conflicts.
 - f.) Council members' contributions to discussion and decision-making shall be positive and constructive.
 - g.) Council members' interactions in meeting shall be courteous, respectful and free of animosity.
 - h.) Council members shall be prepared for meetings; having read pre-circulated material in advance of the meeting.
 - i.) The Strata Property Agent is responsible to the entire Strata Corporation. However, instructions to the Strata Property Agent shall flow through the Chair of the Council,

- the Council, unless delegated by Council to another person.
- j.) Council members shall not attempt to exercise individual authority or undue influence over the Strata Property Agent.

11. 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.

12. Removing Council Member

- (1) The Strata Corporation may, by a Resolution passed by a majority vote at a 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 Special General Meeting to replace the Council member for the remainder of the term.
- (3) No person may stand for Council or continue to be on Council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under the Act.

13. 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 25% of the Strata Corporation's votes may hold a Special General Meeting to elect a new Council by complying with the provisions of the Act, the Regulations and the Bylaws respecting the calling and holding of meetings.

14. Officers

- (1) At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a Chair, a Vice-Chair, a Secretary and a Treasurer.
- (2) A person may hold more than one office at a time, other than the offices of Chair and Vice-Chair.
- (3) The Vice-Chair has the powers and duties of the Chair;

- (a) while the Chair is absent or is unwilling or unable to act, or
 - (b) for the remainder of the Chair's term if the Chair ceases to hold office.
- (4) If an officer other than the Chair is unwilling or unable to act for period of 2 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.
 - (5) The spouse of an Owner may serve on the Strata Council as long as they reside within the complex. If a spouse, while serving on the Strata Council, moves from the complex, they will automatically cease to be a member of the Strata Council.

[December 18, 2003]

15. 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.

16. 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.

17. Quorum of Council

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

18. Council Meetings

- (1) At the option of the Council, Council Meetings may be held by electronic means, so long

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) No person other than a member of the council shall be entitled to attend a meeting of the council unless authorized by a resolution of the council. In the course of a meeting of council, any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.
- (4) Despite subsection (3), no observers may attend those portions of Council Meetings that deal with any of the following:
 - (a) Bylaw contravention hearings 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.

19. 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 Chair 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.

20. Council to Inform Owners of Minutes

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

21. Delegation of Council's Powers and Duties

- (1) Subject to subsections (2) and (4), the Council may delegate some or all of its powers and duties to one or more Council members or persons who are not members of the Council, and may revoke the delegation.
- (2) The Council may delegate its spending powers or duties, but only by a Resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.

- (4) The Council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a Bylaw or Rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

22. Spending Restrictions

- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these Bylaws.
- (2) Despite subsection (1), a Council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

23. Limitation on Liability of Council Member

- (1) A Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
- (2) Subsection (1) does not affect a Council member's liability, as an Owner, for a judgement against the Strata Corporation.

DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES

- 24.** (1) The Strata Corporation may fine an Owner or tenant a maximum of
 - (a) \$200 for each contravention of a Bylaw, and
 - (b) \$50 for each contravention of a Rule.
- (2) The Strata Corporation may impose a fine on an Owner or tenant for continuing contravention of a Bylaw or Rule every 7 days.
- (3) Each Owners and tenant is responsible for payment, without invoice, of any money (other than Strata Fees, but including Special Levies) owing to the Strata Corporation as provided for in the Act or these Bylaws, and if the Owners or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the Owners or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00 and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the Owners or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the Owners or tenant.
- (4) Additional assessments, fines authorized by these Bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the Strata Corporation to enforce these Bylaws, as they may be amended from time to time, or any Rule which may be established from time to time by the Council pursuant to the Act or these Bylaws, shall become part of the assessment of the Owners responsible and shall become due and payable on the first day of the month next following, except that any

following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a Bylaw will be calculated as a separate component of such assessment and the Strata Corporation may not register a lien against such separate component.

25. Continuing Contravention

If an activity or lack of activity that constitutes a contravention of a Bylaw or Rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS

26. Quorum

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

27. Person to Chair Meeting

- (1) Annual and Special General Meetings must be Chaired by the Chair of the Council.
- (2) If the Chair of the Council is unwilling or unable to act, the meeting must be Chaired by the Vice-Chair of the Council.
- (3) If neither the Chair nor the Vice-Chair of the Council Chairs the meeting, a Chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

28. Participation by Other than Eligible Voters

- (1) Tenants and occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the Chair of the meeting.
- (4) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a Resolution passed by a majority vote at the meeting.

29. Voting

- (1) At an Annual or Special General Meeting, voting cards are 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, or, if the Chair is absent or unable or unwilling to vote, the Vice-Chair, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) An Owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot.

30. Order of Business

The order of business at Annual and Special General Meeting is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum.
- (c) elect a person to Chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve Minutes from the last Annual or Special General Meeting;
- (f) receive reports of Council activities and decisions since the previous Annual General Meeting, including reports of Committees, if the meeting is an Annual General Meeting;
- (g) ratify any new Rules made by the Strata Corporation under section 125 of the Act;
- (h) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting.
- (i) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;
- (j) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (k) elect a Council, if the meeting is an Annual General Meeting;
- (l) terminate the meeting.

DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION

31. Voluntary Dispute Resolution

- (1) A dispute among Owners, tenants, the Strata Corporation or any combination of them may be referred to a Dispute Resolution Committee by a party to the dispute if
 - (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the Regulations, the Bylaws or the Rules.
- (2) A Dispute Resolution Committee consists of

- (a) one Owner or tenant of the Strata Corporation nominated by each of the disputing parties and one Owner or tenant chosen to Chair the Committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (6) The Dispute Resolution Committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 – MISCELLANEOUS BYLAWS

32. Small Claims Actions

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

33. Use of Patios and Balconies

- (1) An Owner, tenant or occupant of a strata lot may only place the following items on the patio, balconies or decks provide that they do not detract from the appearance of the building or do not compromise the safety of the occupants within the building: patio furniture, barbeques, plants or planters, provided they are not attached to any surface. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the Owners, tenant or occupant entitled to the use of the limited common property on which they are placed.
- (2) An Owner shall not use their garden patios as the principle access to their suites. Christmas lighting may be installed between November 15 and January 15. Fasteners and fastener methods must be approved by Council.

34. Garbage Disposal

An Owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the Strata Corporation for that purpose; all garbage shall be bagged and tied before so depositing and the Owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the Strata Plan property at his expense.

35. Parking

- (1) An Owner, tenant or occupant shall not:
 - (a) use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the Owner or, when specifically agreed with another Owner, the parking space assigned to the strata lot of that other Owner;
 - (b) park in any of the visitor parking stalls;

- (c) carry out any major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
 - (d) promptly and at his/her own expense clean up any oil or other substance which spills or leaks onto the common property.
 - (e) rent or lease the parking space assigned by the Strata Corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
 - (f) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
 - (g) use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the Council.
- (2) Posted 5 kph speed limit must be strictly observed by all users of the parking facilities.
- (3) No commercial vehicles shall be brought to or parked on the premises without written permission of the Council, except in the course of delivery to or removal from the premises.
- (4) No parking is allowed anywhere along the fire route. Vehicles parked in non-designated areas such as within the Fire lanes shall be towed without notice or warning by the patrolling towing company. No vehicle or equipment attached thereto which, in accordance with the Langley City Fire Department Regulations, constitutes a fire hazard, shall be permitted in the parking areas.
- (5) An Owner shall not place or park recreation vehicles such as boats, trailers, motor homes or snowmobiles, in his/her designated space or spaces without the prior written permission of Council, for periods in excess of 24 hours.
- (6) Residents shall be held responsible for any damage to common property resulting from leakage of oil or any other fluid from a motor vehicle(s) brought onto or parked on the premises designated for his strata lot.
- (7) Resident's vehicles parked in designated Visitor parking spaces shall receive one warning and shall be towed on the second occurrence of parking in a Visitor parking space. All towing will be at the vehicles Owner' expense and subject to the discretion of the Strata Council.
- (9) If a remote control device is left in a vehicle, a fine of \$25 will be levied against the Owner of the vehicle, for each occurrence.
- (a) Remote control devices are not to be left in your vehicle. A fine of \$50 will be levied against the Owner of the vehicle for a first offence and a \$100 fine will be levied for each subsequent offence. [July 05]
 - (b) All vehicles must come to a complete stop when entering or exiting the underground parking and wait for the overhead gate to close before driving away from the gate. A fine of \$50 will be levied against the Owner of the vehicle for a first offence and a \$100 fine will be levied for each subsequent offence.
- (10) Residents of Countryside Estates are not permitted to park in the Visitor Parking at any

any time and it is the Resident's responsibility to advise their guests about the Bylaws with respect to parking in the Visitor Parking area.

- (a) A Visitor Parking pass is not required by Visitors between the hours of 7:00 a.m. and 8:00 p.m. in the evening.
 - (b) Between 8:00 p.m. and 7:00 a.m. a Visitor Parking pass is required. Visitors to the complex may only use a Visitor Parking stall a maximum of 1 day per week to a maximum of 24 hours in that day.
 - (c) Owners with out of town guests may purchase a 5 Day Pass from Council for \$2.00. 5 Day Visitor passes do not guarantee a parking space will be available for that 5 day period.
 - (d) All unauthorized vehicles and vehicles failing to display a valid Visitor Parking pass during the specified time periods will be towed at the Owner's expense. One Visitor Parking pass per unit will be issued.
- (11) The use of vehicle horns in the parking areas is prohibited except in the case of a warning being required to prevent a collision.
 - (12) An Owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles or motorcycles and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the Council. Vehicles must be insured with a minimum of \$1,000,000 third party liability insurance. A copy of the current insurance must be given to Council and a copy displayed on the dashboard of the vehicle. Vehicles which do not comply with the insurance requirements of this Bylaw shall be subject to a fine of \$100 and the vehicle may be towed at the Owners expense.

36. Bicycles and Storage

- (1) No bicycles are to be kept on balconies or patios; instead, they shall be stored within the Owners' designated storage locker or such other area as may be designated by the Council. Roller blades, skate boards and two wheeled scooters must be carried in elevators, hallways or any other enclosed common areas.
- (2) Any Owners, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is an insured under that policy.

37. Move In / Move Out

- (1) An Owner or tenant may only move into or out of a strata lot between 9 am and 8 pm, must be done through the double front entry doors and must co-ordinate the move in or out with the Council at least 7 days in advance. If an Owner or tenant carries out any move into or out of a strata lot and does not comply with these Bylaws the Owner or tenant will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly strata fees.
- (2) A non-refundable move-in fee of \$100.00 will be assessed against every strata lot where a move-in takes place (ie. change of Ownership or tenancy). A \$50.00 non-refundable move in fee will be assessed against every strata lot for each roommate who moves into a strata lot. The move-in fee is due on the first day of the month following the move in.

38. Selling of Strata Lots

- (1) An Owner of a strata lot, when selling a strata lot, must return all front door keys, locker room keys, community room keys and remote control transmitters for their strata lot to the Strata Council and will be refunded \$50.00. The new purchaser of a strata lot must contact the Strata Council for a front door key, locker room key, community room key and remote control transmitter at a cost of \$50.00.
- (2) An Owner of a strata lot, when selling a strata lot, will not hold or permit to be held, any public open house except in the manner prescribed by the Council. Prospective purchasers are to be met at the front door after calling on the enterphone to be personally escorted into the unit and all common facilities and then out of the building by the Owner or their agent. One open house for agents will be allowed per listing. Unless the Council otherwise prescribes, all showings must be by appointment only.

39. Acquisition or Disposition of Personal Property

The Strata Corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the Owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the Strata Corporation, but otherwise only if approved by a Resolution passed by a $\frac{3}{4}$ vote at an Annual or Special General Meeting if the personal property has a market value of more than \$1,000.

40. Rental Prohibition

Subject to the provisions of this bylaw, all strata lots shall be owner-occupied and rentals, tenancies or licences of occupancy of any sort whatsoever are absolutely prohibited, with the following considerations and exceptions:

- (a) where cases of undue physical or financial hardship of a personal nature arise, the owner may make a written request to the council for permission to rent a strata lot for a limited period of time, and where the council has been provided with evidence that undue hardship will result if limited rental approval is not given, the council shall not unreasonably withhold permission for limited rental;
- (b) this bylaw does not apply to prevent the rental of a strata lot to a member of the "family" of an owner, meaning:
 - (i) the spouse of the owner;
 - (ii) a parent or child of the owner; or
 - (iii) a parent or child of the spouse of the owner,

where "spouse of the owner" includes an individual who has lived and cohabitated with the owner, for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender;

- (c) where an owner has leased a strata lot to a tenant pursuant to a tenancy agreement entered into before this bylaw was passed, this bylaw does not apply to such strata lot until the later of:

- (i) one year after the tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy the strata lot as a tenant; and
 - (ii) one year after the bylaw has been passed; and
- (d) the strata corporation is entitled to impose a fine of up to \$500 for a contravention of this bylaw, and may impose such fine for a continuing contravention every seven days.

41. Hard flooring

An owner of a strata lot who has hard floor surfaces such as hardwood floors or tile in a strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces in walking areas are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes. An Owner of a strata lot who wishes to install a hard floor surface such as hardwood floors or tile after June 1, 2005, must install a proper sound-proof insulation barrier and Council must approve a sample of this insulation barrier before the installation begins.

[July 05]

42. Community Rooms

- (1) The community room may be reserved by residents/Owners at a cost of \$25.00 plus a \$75.00 deposit which will be returned if no expenditures for cleaning etc. is required.
- (2) Residents/Owners booking the community room will be responsible for the conduct of all guests using the premises. Children under the age of 16 must be accompanied by an adult resident/Owner at all times when using the community room. No drunkenness or rowdy behaviour is permitted.
- (3) Council will post a calendar in each building so that everyone will know when the community room is booked for a private function.
- (4) All requests to rent the community room for a private function will be on a first come first served basis. The room is not rented until the deposit is received. All requests must state the number of people expected and reason for rental.
- (5) The community rooms must be cleaned, vacuumed, inspected and repaired, if deemed necessary by Council, before damage deposit is given back;
- (6) If liquor is being served at a function, it must be placed in plastic containers before being taken outside to the patio area. Under no circumstances may alcohol be sold at a function.
- (7) There will be a signed rental agreement in a manner prescribed by Council along with a pre-rental inspection by the resident/Owner renting the community room and a representative of the Strata Council. A post inspection by both parties will be conducted within 12 hours following the end of the rental period;
- (8) Under no circumstances will any animals be allowed in the community rooms except those that are legally required and professionally accredited as visually impaired, hearing impaired or physically impaired animal helpers.

- (9) Community rooms hours: Sunday - Thursday 8:00 a.m. to 12:00 midnight
Friday - Saturday 8:00 a.m. to 1:00 a.m.
- (10) Quiet hours for the community rooms are: 10:00 p.m. to 8:00 a.m.
- (11) Persons breaching the above Rules are subject to removal of privileges of these facilities
and/or fines. [July 05]

43. Severability

Should any portion of these Bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purpose of interpretation and enforcement each Bylaw shall be deemed a separate provision and severable and the balance of the Bylaws shall remain in full force and effect.