



BYLAWS

Strata Plan LMS 222

The Highlands

Attached are the Bylaws of Strata Plan LMS 222. For legal purposes please obtain a true copy as registered at the Land Title Office.

Last amended: February 5, 2009

Registration #: BB1051476

Note: Please keep in a safe place. There is a charge for additional copies.

STRATA PLAN LMS 222 - THE HIGHLANDS

BYLAWS

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STRATA PLAN LMS 222 - THE HIGHLANDS

BYLAWS

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

Payment of strata fees

- 1 An owner must pay strata fees in accordance with section 33.4 of these Bylaws.

Repair and maintenance of property by Owner

- 2
 - (1) An Owner must repair and maintain the Owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
 - (2) An Owner who has the use of limited and/or exclusive use common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation pursuant to these Bylaws.
 - (3) An Owner shall promptly carry out all work that may be ordered by any competent public or local authority in respect of his or her Strata Lot other than work for the benefit of more than one strata lot or for the building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Strata Lot.
 - (4) An Owner shall keep clear from leaves, moss, algae, snow, ice or slush any common property designated as limited common property for the exclusive use of his Strata Lot.
 - (5) Upkeep and repair of hot water heat controls:
 - (a) *Bleeder valve* - Because the bleeder valve services more than one Strata Lot it is considered part of the Strata Corporation's common property; therefore, the responsibility of the Strata Corporation.
 - (b) *Zone valve* - The upkeep, repair and replacement of the zone valve is the responsibility of the Strata Lot Owner because the zone valve is for the exclusive use of the Strata Lot Owner.

Use of property

- 3
 - (1) An Owner, tenant, occupant or visitor must not use a Strata Lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unusual or objectionable noise or odor,

- (5) When the purpose for which a Strata Lot is intended to be used is shown expressly or by implication on or by the registered Strata Plan, the Strata Lot shall not be used for any other purpose, or permitted to be so used.
- (6) The Strata Lot shall not be used as a motel or hotel accommodation for transient residents.
- (7) 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.
- (8) Everything shall be done to reduce fire hazards and nothing shall be brought into or stored on a Strata Lot, the common property or limited common property which will in any way increase or tend to increase the risk of fire, the rate of any insurance policy or which will in any way increase or tend to increase the risk of fire, the rate of any insurance policy or which will invalidate any insurance policy held by the Strata Corporation or Strata Lot Owners. Smoking in all common areas and/or common rooms is prohibited.
- (9) No material substances, especially burning material such as cigarettes or matches shall be thrown out or permitted to fall out of any window, door, balcony or other part of a Strata Lot, common property or limited common property.
- (10) An Owner shall not allow his or her Strata Lot and limited common property to become untidy or unsanitary. Rubbish, dust, garbage, boxes, packing cases or the like shall not be thrown, piled, or stored on the Strata Lot, limited common property or common property. The Strata Council shall be at liberty to remove rubbish and clean up the limited common property, common property or Strata Lot and charge the expense to the Owner involved.
- (11) An Owner or occupier of a Strata Lot shall not deposit refuse or garbage on or about the common property other than in the designated containers. Any material other than ordinary household refuse or garbage shall be removed from the property by the Owner at his/her cost.
- (12) The Owner of a rented or leased Strata Lot is responsible for the cleanliness of the lot.
- (13) (a) **Pets** - An Owner or occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

(b) An Owner or occupant must not keep any pets on a Strata Lot without the prior written consent of the Strata Council, except:

- (14) (a) **Parking** - Parking on the roadway, which is common property, or any other marked or designated No Parking area, is prohibited under Surrey Fire Regulations.
- (b) Vehicle parking is only permitted in lined designated parking stalls.
- (c) Each resident shall use the garage parking space which has been specifically assigned to the Strata Lot, unless private arrangements have been made for the use of another Owner's garage space.
- (d) All drivers must stop their vehicles and wait for the overhead gate to close each time they enter or exit the parkade.
- (e) A valid visitor pass must be hung from the rear view mirror on the windshield of a visitor vehicle, and any form of visitor pass, other than the one provided by the Strata Council, is not accepted. Any vehicle not displaying a visitor pass is subject to towing. Resident vehicles are not permitted to use the visitor stalls. Any owner losing a visitor parking pass can purchase a new one from the Strata Council at a cost of \$25.00. Guests may park in the underground visitor parking at any time during the day. If a guest parks between 2:00 am and 6:00 am, a visitor parking pass must be displayed or the vehicle will be towed. *(Adopted by ¾ vote resolution by the owners on February 7, 2007)*
- (f) No objects or equipment of any kind are to be stored in any parking space.
- (g) There is a maximum posted speed limit of 10 KM/hour within the underground garage areas.
- (h) Vehicles dripping oil or gasoline shall not be parked without protection of the cement floor and must be expediently repaired. Owners shall, subsequent to the repair of their vehicle, clean the road surface of the oil or gasoline. If this is not performed within 48 hours, Council will send notification for clean up within 72 hours. Otherwise, the clean up will be performed by others, with all costs being assessed against the Strata Lot of the Owner.
- (i) All vehicles parked on common property must display current license plates or evidence of current third party insurance. The Owner of any vehicle not displaying current insurance will be first warned in writing, and if the Owner does not comply, the vehicle will be towed away at the Owner's expense.
- (j) Loud motor vehicles, motorcycles, motorbikes, minibikes or motor scooters are prohibited.

- (f) common property located within the boundaries of a Strata Lot;
 - (g) those parts of the Strata Lot which the Strata Corporation must insure under section 149 of the Act.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration(s), provide satisfactory evidence that the alteration(s) comply with all building codes, that all necessary permits have been obtained, and in the case of structural alterations, provide a written opinion from a qualified architect, engineer or similar professional indicating the structural integrity of the building has been maintained, and execute an Indemnity Agreement. All costs associated with obtaining the aforesaid information shall be the responsibility of the Owner requesting the alteration(s).

For greater certainty, a structural alteration is defined to be any alteration which results in a difference between the physical layout of the Strata Lot and the "as built drawings" which were provided to the Strata Corporation by the developer, and shall include any removal, addition or alterations of any wall, doorway, floor or ceiling or which will change the normal use of the room.

Under no condition will an alteration be permitted which alters the exterior appearance of the building without approval of the Owners by $\frac{3}{4}$ vote resolution.

- (3) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the Strata Lot without prior written consent of the Strata Council.
- (4) No awning, shade screen, smoke stack, radio or television antenna and/or satellite dish shall be hung from, protrude out of, be placed on or attached to the exterior of the Strata Lot, without prior written consent of the Strata Council.
- (5) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, decks, patios, or other parts of the Strata Lot so that they are visible from the outside of the building.
- (6) The placing of items on patios and balconies shall be limited to hanging baskets fastened to the ceiling only, free standing self-contained planter boxes facing the interior of the building, summer furniture and accessories, and barbecues (fueled by natural gas, propane gas or electricity only). Any damage, other than normal wear and tear, to patios or balconies caused by items placed by an Owner shall be repaired at the expense of the Owner of the Strata Lot. Gas barbecues stored indoors,

- (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 pursuant to section 149 of the Act, or
 - ii) for the purpose of inspecting the lot and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot and capable of being used in connection with the enjoyment of any other Strata Lot or common property, or
 - iii) for the purpose of ensuring that the Bylaws are being observed.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 - Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 8 (1) The Strata Corporation shall:
- (a) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators (if any), recreational facilities (if any), and any apparatus and equipment used in connection with the common property, common facilities or other assets of the Corporation;
 - (b) maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas, public halls and lobbies;
 - (c) maintain and repair, including renewal where reasonably necessary the pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one Strata Lot or common property;
 - (d) maintain and repair the exterior of the buildings, including the decorating of the whole of the exterior of the buildings, but excluding windows, doors, balconies and patios included in the Strata Lot.

- (6) An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair, or replacement rendered necessary to the common property or from liability to any member of his or her family or tenant or their guests, servants, agents, and invitees but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.
- (7) An Owner shall not cause damage to trees, plants, bushes, flowers, or lawns and shall not place chairs, tables or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally.
- (8) An Owner, or any other occupant of a Strata Lot, shall not, without the prior written consent of the Strata Council, plant a vegetable garden on the common property.

Powers of the Strata Corporation

- (1) The Strata Corporation shall:
 - (a) collect and receive all contributions toward the common expenses paid by the Owners and deposit the same with a savings institution;
 - (b) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of the Corporation;
 - (c) be at liberty to assess and collect interest as specified by the Strata Property Act;
 - (d) enforce the Bylaws and Rules of the Strata Corporation;
 - (e) give authority to a readily accessible resident representative and the authorized management company to grant entry to the common property to the municipal departments of Building, Health, Assessment and Fire for emergency or inspection purposes;
 - (f) comply with notices or orders by any competent public or local authority requiring repairs or work to be done in respect to the land included in the Strata Plan or buildings, common facilities, or assets of the Strata Corporation.
- (2) The Strata Corporation may:
 - (a) borrow money required by it in the performance of its duties or the exercise of its powers;

Division 3 - Council

Council size

- 9 (1) The Strata Council shall consist of not less than three nor more than seven Owners and shall be elected at each Annual General Meeting.

Council members' terms

- 10 (1) The term of office of a Council member ends at the end of the Annual General Meeting at which the new Council is elected.
- (2) A person whose term as Council member is ending is eligible for reelection.

Removing Council member

- 11 (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 may hold an election at the same annual or Special General Meeting to replace the Council member for the remainder of the term.

Vacancies

- 12 (1) The office of a member of the Strata Council shall be vacated if the member:
- (a) by notice in writing to the Strata Council resigns his or her office, or
 - (b) ceases to be an Owner, or
 - (c) is eligible to be liened, or
 - (d) becomes of unsound mind, or
 - (e) is in contravention of any Bylaw for a period exceeding 30 days.

Replacing Council member

- 13 (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.

- (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.
- (5) The Council must inform Owners about a Council meeting as soon as feasible after the meeting has been called.

Requisition of Council hearing

- 16** (1) By application in writing, stating the reason for the request, an Owner or tenant may request a hearing at a Council meeting.
- (2) If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the hearing.

Quorum of Council

- 17** (1) A quorum of the Council is 2 where the Council consists of 4 or less members, 3 where the Council consists of 5 or 6 members, and 4 where it consists of 7 members.
- (2) Council members must be present in person at the Council meeting to be counted in establishing a quorum.
- (3) Any Strata Council member having a duality of interest or possible conflict of interest on any matter shall not vote or use his or her personal influence on the matter and he or she shall not be counted in determining the quorum for the meeting. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting and the quorum situation.

Council meetings

- 18** (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.

- (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 should be fined, and the amount of the fine, or
 - (b) whether a person should be denied access to a portion of the common property, or
 - (c) whether a person should be exempted from the rental limitation as set out in bylaw 35 (1).

Spending restrictions

- 22**
- (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), the Council or its designate may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
 - (3) The maximum amount of unapproved expenditures is established at \$2,000.00 or 10% of the annual operating budget, whichever is the greater.

Limitation on liability of Council member

- 23**
- (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) The standard of care and conduct for Strata Council members shall be as follows:
 - (a) All Strata Council members shall exercise their powers and duties in good faith and in the interest of and with the utmost loyalty to the Strata Corporation and the Owners. All Council members shall

expense are incurred, but not necessarily paid by the Corporation, and shall become due and payable on the date of payment of the monthly assessment.

- (3) The Strata Corporation may recover from an Owner by an action for debt in a Court of competent jurisdiction money which the Strata Corporation is required to expend as a result of an act or omission by the Owner, his or her employees, agents, invitees or tenants, or an infraction or violation of these Bylaws or any Rules and Regulations established under them, and there shall be added to any amount found due, all costs of such action including costs as between solicitor and own client expenses on an indemnity basis.

Maximum and minimum fines

- 25
- (1) The Strata Corporation may fine an Owner or tenant a maximum of
 - (a) \$200.00 for each contravention of a Bylaw, and
 - (b) \$50.00 for each contravention of a rule.
 - (2) The Strata Corporation may fine an Owner or tenant a minimum of \$100.00 for each contravention of a Bylaw. *(Adopted by ¾ vote resolution by the owners on February 5, 2009)*
 - (3) Pursuant to the provisions of section 171 (4) of the Strata Property Act, the authorization referred to in subsection (2) of that section is not required for a proceeding under the Small Claims Act against an Owner or other person to collect money owing to the Strata Corporation, including, but not limited to, money owing as a fine, administration fees, bank charges, penalties or the costs of remedying a contravention of the bylaws and/or rules.

Continuing contravention

- 26
- If an activity or lack of activity that constitutes a contravention of a Bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 - Annual and Special General Meetings

Person to chair meeting

- 27
- (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.

Order of business

- 30 (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.
- (2) If at the appointed time for a General Meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty (30) minutes, whereupon the adjourned meeting shall be reconvened at the same time and place and the persons present, entitled to vote, shall constitute a quorum.
- (3) All notices of Annual or Special General Meetings will be sent via mail to the last known address of the Strata Lot Owner.

- (3) Prior to the 15th day of the last month of each fiscal year the Strata Corporation shall mail to each Owner a copy of the proposed budget for the ensuing calendar year together with a notice of the strata fees for his contribution towards the common expenses of that year.
- (4) The common expenses set forth in each strata fee shall be payable to the Strata Corporation, or to any other persons, firm or Corporation to whom the Strata Corporation shall direct payment to be made from time to time, in twelve (12) equal monthly instalments, in advance, commencing on the 1st day of the fiscal year.
- (5) Monthly strata fee payments are due and payable on the 1st day of each month in advance. Strata fees not received within fifteen (15) days of the due date shall be subject to a \$50.00 administration fee in addition to late payment interest as set by the regulations (Strata Property Act). Payment plus interest and administration fee not received by the 15th day of the following month and each month thereafter will be subject to interest charges as set out in the Strata Property Act regulations. While lien eligibility for unpaid strata fees shall be on the 2nd day of the month the strata fees are due, a lien will be placed on the Strata Lot at the Owner's expense for the total monies due, including special levies interest and administration fees, if all fees due are not paid after a 45 day period.
- (6) Within seven (7) days following written application therefore by the Owner, the Strata Corporation shall furnish to the Owner a statement setting forth as of its due date the amount of any unpaid strata fees then due from such Owner.
- (7) If at any time it appears that the annual strata fees contributed towards the common expenses will be insufficient to meet the common expenses, the Strata Corporation may assess and collect a special levy against each Strata Lot in an amount sufficient to cover the additional anticipated expenses. The Strata Corporation shall give notice of such further levy to all Owners which shall include a written explanation setting out the reasons for the levy and each levy shall be due and payable by each Owner in the Strata Corporation and shall be subject to the provisions of Bylaw 33 (5).

Division 8 - Leasing or Renting of Strata Lots

- 34
- (1) (a) Zero (0) strata lots within the Strata Corporation will be leased or rented at any given time. *(Amended by ¾ vote resolution by the owners on February 21, 2006)*
 - (b) No Owner shall rent or lease their unit on anything less than a yearly basis, or such longer term as the Council may establish.

leased for a period longer than two (2) years unless extraordinary circumstances satisfactory to Council can be demonstrated to Council.

- (3) A Lease Permit shall be deemed to be cancelled in any of the following events:
 - (a) in the event that the tenant or tenants named in the Lease Permit cease to occupy the Strata Lot named in the Permit as their principal residence; or
 - (b) in the event that the Owner and/or the tenant has failed to comply with the provisions of the Strata Property Act, the Bylaws and the Rules and Regulations of the Strata Corporation for a period of thirty (30) days after notice of the non-compliance has been mailed to the Owner and/or the tenant by the Strata Corporation; or
 - (c) in the event that the lease in respect of which it was issued is terminated, assigned, or sub-let, or expires without renewal.
- (4) Sub-leasing of the Strata Lot or portions thereof shall not be permitted.
- (5) Any Owner who leases a Strata Lot without first obtaining a Lease Permit pursuant to this Bylaw or continues to lease a Strata Lot after the cancellation, without replacement, of a Lease Permit issued with respect to that Strata Lot shall, notwithstanding section 26 (1) of these Bylaws, be liable to pay to the Strata Corporation a fine in the amount of \$500.00 for each contravention of this Bylaw.
- (6) A security deposit paid to the Strata Corporation pursuant to section (2) (a) v) of this Bylaw shall be held by the Strata Corporation on the following terms and conditions:
 - (a) The Strata Corporation may apply the full amount of the deposit or any portion thereof on account of any monies payable to the Strata Corporation under these Bylaws or with respect to any damage, loss, or expense suffered by the Strata Corporation as a result of damage or injury to the common property, assets, or common facilities of the Strata Corporation caused by any person occupying the Strata Lot in respect of which the deposit is made;
 - (b) The balance of the deposit, if any, plus interest, shall be repaid by the Strata Corporation to the Owner in any of the following events:
 - i) if the Strata Lot in respect of which the deposit is made becomes vacant or unoccupied; or
 - ii) if the Owner retakes possession of the Strata Lot as his or her principal residence; or

- (11) Notwithstanding the provisions of this Bylaw and sub-paragraphs thereof, the Council will, upon the application of a resident Owner, normally authorize the occupancy of a resident Owner's furnished or unfurnished unit during their absence for a period not exceeding one (1) year, providing the required Form "K" has been completed.

Division 9 - Moving and Resale

- 35 (1) It will be the express responsibility of the Owner to ensure that all moves in and out by the Owner or resident conform to the regulations as established by the Strata Council from time to time.
- (2) No advertising for the resale or rental of a Strata Lot shall be permitted within the boundaries of the Strata Corporation, without the prior consent of the Strata Corporation.
- (3) A charge of \$50.00 will be levied against the Strata Lot for every move into the Strata Lot, whether by Owner or tenant. This charge is to help defray the administrative and maintenance costs of such changes in Ownership or tenancy and will be levied automatically.
- (4) In those cases where a change of ownership does not involve a change of occupants, an administrative fee of \$25.00 will be levied against the Strata Lot.

Division 10 - Insurance

- 36 (1) The Strata Corporation shall:
- (a) obtain and maintain insurance on buildings, the common facilities, and any insurable improvements owned by the Strata Corporation to the full replacement values as required by sections 149 and 150 of the Strata Property Act;
- (b) on the written request of an Owner or mortgagee of a Strata Lot, produce to him/her or a person authorized in writing by him/her the insurance policies effected by the Strata Corporation and the receipts for the last premiums;
- (c) review annually the adequacy of the insurance;
- (d) pay premiums on policies of insurance effected by it under Sections 149 and 150 of the Strata Property Act;

named insured on the policy, and the deductible is the responsibility of the property Owner.

Division 11 - Severability

- 37** The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any Bylaw does not affect the validity of the remaining Bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

STRATA PLAN LMS 222 - THE HIGHLANDS

INFORMATION, RULES FOR RESIDENTS OF THE HIGHLANDS

(Ratified by the owners by majority resolution on March 5, 2002)

INTRODUCTION

The convenience and comfort of condominium living, the sense of belonging to an adult-oriented community, the feeling of security, the attractiveness of the architecture and landscaping - these are probably some of the reasons you have chosen to live at The Highlands.

Each resident must be prepared to sacrifice some of the privileges of single-house living. While toleration and compromise are essential, your Strata Council nevertheless is charged with the responsibility of seeing that the bylaws and rules specifically provided for in the Strata Property Act, are enforced for the benefit of all strata lot owners.

In general, the Act gives the Strata Corporation the right to make and enforce bylaws and rules to ensure the peaceful and orderly operation of our Strata Corporation. Bylaw 3 (1) states that:

- (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 unusual or objectionable noise or odor,
 - (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 inconsistent with the intent of these Bylaws, 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.

Bylaw 25 (1) provides that:

- (2) The Strata Corporation may fine an Owner or tenant a maximum of
 - (a) \$200.00 for each contravention of a Bylaw, and
 - (b) \$50.00 for each contravention of a rule.

ALTERATIONS, ADDITIONS AND EXTERIOR APPEARANCE

Where an Owner desires additional plants on common property or in existing beds adjacent to his unit, he must first obtain permission from Council. Such permission will not be unreasonably withheld. Approval for the planting of spring bulbs, annuals, etc. is not required.

For safety reasons, flower boxes must be on the inside of the deck railings.

If an Owner installs outdoor carpeting on a patio, he will be responsible for any damage which might occur to the floorboards.

Owners are reminded that their registered strata lot is the interior of their unit only. The exterior of the building is common property in which each owner has a share in proportion to the unit entitlement of his strata lot.

Any Owner wishing to make changes or improvements to common property and limited common property must submit plans to Council, together with a written submission giving reasons for such change or improvement. Changes can only be made with Council's permission.

Council is concerned with protecting the original character and architectural design of the development. For this reason, no exterior appurtenances such as TV antennas, satellite dishes, air conditioning devices, clothes lines or racks, signs, awnings, etc. will be allowed.

All window coverings visible from the exterior shall be drapery fabric or venetian blinds of cream or white colour. Owners are not permitted to repaint the exterior, stain or paint fences, or erect any structure without permission of Council. Roof decks and fences may be stained with designated colours for the sake of uniformity.

VEHICLES AND PARKING

1. Each strata lot has been provided parking space for vehicles. Because all roadways are fire lanes, roads must be kept clear. Please refer to **Bylaw 14** dealing with the parking restrictions.
2. Any owner losing a plastic visitor parking pass can purchase a new from the Strata Council at a cost of \$25.00 *(Adopted by majority resolution by the owners on February 7, 2007)*

GENERAL HOUSEKEEPING

1. Please ensure that undue noise, such as radio, stereo or television, does not disturb your neighbours. This is also applicable during car washing in the designated area. Noise in general shall be kept at a minimum between 11:00 pm to 7:00 am. This applies to sounding car hours as well.

RECREATION ROOM

Use of recreation room for social functions will be on the following basis:

- a) requests for booking shall be made in writing to the Council;
- b) in order to rent the recreation room, two cheques will be required, both made payable to Strata Plan LMS 222, one in the amount of \$25.00 which is non-refundable, and the second for \$50.00 which is refundable, if the residents comply with the Recreation Room Rental Agreement.
- c) owners are to clean and vacuum the recreation rooms and adjacent kitchen and bathrooms after use, else the costs will be deducted from the deposit.
- d) the only candles permitted for use in the recreation room are birthday candles, regular candles or tea light candles are not permitted under any circumstance.
(Adopted by the Strata Council on June 12, 2008)

PETS

No pets of any kind shall be permitted in any strata lot or in or on any common property, common facilities, or other assets of the Strata Corporation, except those approved by the Strata Council and registered in the Strata Corporation registry. A full description of the pet must be provided, including: breed, sex, colour, pet's name, owner's name and telephone number. *(Adopted by majority resolution by the owners on March 4, 2003)*

MOVE-INS

Owners or occupants shall be permitted to move in or move out of the buildings during the hours of 8:00 am through 8:00 pm, as the courtyard posts will be locked after these hours. *(Adopted by majority resolution by the owners on February 21, 2006)*

BALCONY EXTERIOR APPEARANCE AND ALTERATION RULE

No flower boxes or other containers of any type may be suspended or attached to balconies in such a way that will extend beyond the exterior of the outside ledge of the balcony. All such items must be securely fastened to the railing to ensure the safety of others. *(Adopted by majority resolution by the owners on January 30, 2008)*

ROOFTOP MEMBRANE STORAGE

No items of any kind, excluding wooden patios, shall be stored in any manner directly on the flat roof membrane system or on the wooden walkways. *(Adopted by majority resolution by the owners on January 30, 2008)*