

**REGISTRAR  
LAND TITLE OFFICE  
NEW WESTMINSTER, BC**

**January 9, 2007**

Please receive herewith the following document(s) for filing:

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**Form I Amendment to Bylaws LMS 531**

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Signature of agent Kim Veilleux

**Baywest Management Corp.,**

**300-1770 Burrard Street**

**Vancouver, B.C. V6J 3G7**

**604-257-0325 Atten: Jack Foo**

**DYE & DURHAM – Client no. 11061**

**Strata Property Act**

**FORM I**

**AMENDMENT TO BYLAWS**

**(Section 128)**

The Owners, Strata Plan LMS 531, CEDARBROOKE VILLAGE, certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with Section 128 of the *Strata Property Act* at an annual or special general meeting held on **December 5, 2006**.

**As Attached.**

Be it resolved by the Owners of Strata Plan LMS 531 – Cedarbrooke Village, that the following bylaws be added to those of the Strata Corporation bylaws as follows:

**Insurance Claims**

**16**

(1) (a) an owner, tenant, occupier or visitor must not do, or omit to do, whether deliberately or negligently, any act which would result in costs being incurred by the Strata Corporation.

(b) In the event that loss or damage occurs that gives rise to a valid claim under the Strata Corporation's insurance policies, where such loss or damage arises as a result of a negligent or deliberate act of an owner, tenant, occupier or visitor, then such owner or tenant, or the owner or a tenant who is responsible for the occupier or visitor shall, as permitted by Section 133 of the Act, be responsible for paying to the Strata Corporation, the reasonable costs of the insurance deductible payable by the Strata Corporation.

**Damage to Property**

**16**

(2) (a) In the event of an emergency emanating from a strata lot whose occupant can not be contacted, access for protection of common property and safety, may be gained by force at the owner's expense.

(b) In the event that an owner or any member of their family, guests, servants, agents or tenants cause damage to common property, limited common property or common facilities, the owner or tenant shall be held responsible for such loss and promptly reimburse the Strata Corporation for full costs of repair or replacement of the damage done.

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**Strata Property Act**  
**FORM 1**  
**AMENDMENT TO BYLAWS**  
**(Section 128)**

The Owners, Strata Plan LMS 531, CEDARBROOKE VILLAGE, certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution, general meeting held on December 5, 2006.

**As Attached.**

Be it resolved by the Owners of Strata Plan LMS 531 – Cedarbrooke Village, that the following bylaws be added to those of the Strata Corporation bylaws as follows:

**Patio Repairs**  
**14 (5)**

- (a) the Strata Corporation will repair all patios and balconies at their current sizes as of September 30, 2006. Repairs are categorized as those that occur less than once per year. Such repair costs shall be shared between the owner and Strata Corporation on a pro-rata basis based on the registered strata plan. The Strata Corporation's portion shall be expensed and paid for from the general operating budget each year
- (b) only identified patios that extend onto common property may be retained at the current size. No future patio extensions will be permitted.

  
\_\_\_\_\_  
Signature of Council Member

  
\_\_\_\_\_  
Signature of Second Council Member

# **STRATA PROPERTY ACT**

## **BYLAWS OF STRATA PLAN LMS 531**

### **CEDARBROOKE VILLAGE**

**555 West 28<sup>th</sup> Street  
North Vancouver, B.C.**

**Adopted December 6, 2001**

*(Including Amendments of February 26, 2002, November 29, 2004)*

**BYLAWS OF THE OWNERS STRATA PLAN LMS**  
**531 - CEDARBROOKE VILLAGE**

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## BYLAWS OF THE OWNERS, STRATA PLAN LMS 531

### DEFINITIONS

For the purpose of these Bylaws:

- (1) **"Act"** shall mean the ***Strata Property Act*** of British Columbia;
- (2) All references to "owner" shall include the legal or common-law spouse of the registered owner of the strata lot.
- (3) A word or expression in these bylaws has the meaning given to it in the Act.
- (4) **"common property"** means:
  - (a) that part of the land and buildings shown on strata plan LMS 531 that is not part of a strata lot, and
  - (b) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located
    - (i) within a floor, wall or ceiling that forms a boundary
      - (a) between a strata lot and another strata lot,
      - (b) between a strata lot and the common property, or
      - (c) between a strata lot or common property and another parcel of land, or
    - (ii) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property;
- (5) **"limited common property"** means common property designated for the exclusive use of the owners of one or more strata lot;
- (6) **"majority vote"** means a vote in favour of a resolution by more than 50% 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;
- (7) **"3/4 Vote"** means a vote in favour of a resolution by at least 3/4 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;
- (8) **"unanimous vote"** means a vote in favour of a resolution by all the votes of all eligible voters.

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

### **Payment of strata fees**

1. (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's strata fees are not received by the 15<sup>th</sup> day of the month, a late fine of \$25.00 will be assessed. A \$25.00 fine will be assessed on each succeeding month that strata fees are in arrears.
  - (3) Late fines which have been assessed shall be added to the strata fees due and payable in the following month for the strata lot.
2. An owner is not entitled to vote at special or general meetings or be elected to council or continue to serve on council if the strata corporation is entitled to register a lien against that owner's strata lot.

### **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.
  - (2) A strata lot owner shall not allow their strata lot to become unsanitary.
  - (3) 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) Where a claim has been made against the strata corporation insurance policy which is attributable to damage caused by a strata lot owner, tenant, or occupant, or originating within that strata lot, the owner of that strata lot shall be charged a sum equal to the deductible charged by the insurer as a result of this claim, which charge shall be added to that strata lot owner's next regular monthly assessment.

### **Use of Property**

4. (1) An owner, tenant, occupant or visitor must not use a strata lot, common property or common assets in a way that
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,

- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure section 149 of the Act.
- (3) The maximum number of persons living in each suite shall be:
- 2 bedroom - 4 people  
3 bedroom - 5 people  
4 bedroom - 6 people
- unless otherwise approved by the strata council.

### **Exterior of Buildings**

5. (1) No laundry, clothing bedding or similar articles shall be hung on or about balconies or patios.
- (2) No ventilators, shades, awnings, window guards, supplementary heating or air conditioning devices shall be used in or about the buildings, except with the approval of the strata council.
- (3) No carpets, mops, duster, brooms or similar articles shall be shaken or swept onto any common property area. Further nothing shall be thrown or dropped from any window, door, stair, passageway, balcony, patio or any other part of the strata lot or common property.
- (4) Within seven days notice on behalf of the strata council any object which in the opinion of the strata council either detracts from the exterior appearance of the building or poses a hazard, a strata lot owner shall remove such object from their balcony or patio.
- (5) No plant, pot, planter or decoration shall be placed on a balcony railing or on a breezeway railing unless such object is secured thereto in such a manner as to prevent it from falling. Nor shall articles be placed in or on breezeway or common property so as to create a hazard for access to or from a strata lot.



- (6) The exterior of the buildings including balconies or patios shall not be altered including paint, wood, ironwork, concrete or any other exterior areas of the buildings without prior written consent of the strata council.
- (7) No barbeque other than electric or propane is permitted providing they are not a nuisance to other strata lot owners.
- (8) No television or radio antennae, communication satellite dishes or similar articles shall be erected or fastened to any building unit.
- (9) A strata lot owner shall not allow the area around their strata lot to become untidy. Garbage, dust, boxes, shoes, carpets, bicycles or such familiar articles shall not be placed or stored in breezeways, stairways or any other parts of the common property. The strata council in its discretion may remove any such articles and clean up the common area and charge the expenses to the strata lot owner.
- (10) A strata lot owner shall remove ordinary household refuse, garbage and recyclables from their strata lot and deposit it in the containers provided by the strata corporation. All kitchen garbage and waste food must be put in plastic bags and securely tied.

#### **Common Areas**

- 6. (1) The sidewalks, breezeways and driveways of the common areas shall not be obstructed or used for any purpose other than access to and from the strata lots and parking areas within the common property.
- (2) A strata lot owner shall not remove or cause damage to trees, plants, bushes, flowers, lawns and shall not place chairs, tables or other objects on the lawns and common property.
- (3) An owner may extend their garden onto common property, and may plant in the garden areas of the common property, provided that
  - (a) a written request, accompanied by a plan of such extension or planting, has been submitted to and approved by the strata council.
  - (b) the owner has executed an Indemnity Agreement as set forth in bylaw 12.
  - (c) the changes to the common property shall be in accordance with the approved plan and must be maintained by the owner or the successor in title to the owner to a standard acceptable to the strata council, failing which

- (i) the maintenance obligation shall revert to the strata corporation, and the permission to extend or to plant shall terminate.
  - (ii) the strata council may elect to restore the common property to its original condition, and the cost of such restoration shall be borne by the owner or successor in title to such owner.
- (d) any plants placed in the common property become the property of the strata corporation and shall not be removed unless the strata council requests or permits the owner to do so, in which event the owner shall forthwith remove such plants.
- (4) Recreational activities are not permitted on grass areas with the exception of the playground and picnic areas. Grass areas may not be used as pedestrian walkways. Dedicated walkways are for pedestrian use only.
- (5) The strata council shall have the right from time to time to reduce or relocate any space devoted to storage or laundry purposes and to limit the hours in which the same are available for use by any strata lot owners. All items stored in common areas are stored at the owner's risk and the strata corporation assumes no liability for goods damaged or stolen.
- (6) No bicycles, scooters, recreational equipment, skateboards, strollers, shopping carts or similar goods shall be stored in breezeways or stairways of buildings. Bicycles shall be stored in areas designated by the strata council.

## **Parking Bylaw**

### **7. Parking**

- (1) If parking more than one vehicle in a covered parking stall the vehicles must be fully parked under the roof.
- (2) No storage items shall be permitted above vehicles in covered parking stalls.
- (3) The vehicle for a strata lot must use their covered parking stall at all times.
- (4) Covered parking stalls may only be leased to an owner, tenant or occupant of LMS 531. A strata lot owner who wishes to lease a covered

parking stall must submit a form to the strata council stating make, model, colour and year of vehicle.

- (5) The owner of a strata lot is responsible for maintaining their covered parking stall. Clean up of oil spills, fluid spills and other damage done by an owner's vehicle or other vehicles will be charged to the strata lot owner.
- (6) Vehicles parked in covered parking stalls must not back into the stall.
- (7) No oil changes or mechanical repairs to vehicles is permitted in any parking stall or on common property within strata plan LMS 531.
- (8) Designated handicap stalls are for handicap parking only and must have a "SPARC" parking card from the Province of British Columbia displayed on the rear view mirror.
- (9) All roadways are designated fire lanes and must be kept clear of parked vehicles at all times.
- (10) All walkways and sidewalks must be clear of any impending article including vehicles, bicycles and other modes of transportation.
- (11) Vehicles are permitted in uncovered parking stalls, providing they have a valid license plate and a valid insurance decal.
- (12) Vehicles without a valid license plate or a valid insurance decal that are parked in covered stalls must have current 3<sup>rd</sup> party legal liability vehicle storage insurance. A copy of such insurance is to be provided to the Property Manager.
- (13) Vehicles in violation of any of the above Bylaws will be towed without notice at the Owner's expense.

## **Pet Bylaw**

### **8. Pets**

- (1) An Owner, tenant, occupant or visitor must not keep any pets on a Strata Lot other than:
  - (a) fish or other small aquarium animals;
  - (b) a reasonable number of small caged mammals;
  - (c) a reasonable number of caged birds;
  - (d) two dogs or two cats or a combination of both but in any case, not to exceed two.

- (2) Pet owners will fill out and present a Pet Approval Form as amended from time to time, or as required by the Strata Council;
- (3) The Strata Council shall maintain a register of a pet existing within the Strata Property, identifying each pet, its owner and the Strata Lot in which the pet resides. The Owner of each such pet shall cause his or her pet to be registered with the Strata Council. Only those pets listed in the Strata Council's register shall be permitted to reside within the Strata property
- (4) An Owner, tenant, occupant or visitor must ensure all animals are leashed or otherwise secured when on the Common Property or on land that is a common asset.
- (5) An Owner, tenant, occupant or visitor must ensure any fecal droppings by his or her pet on any area within the Strata Plan are picked up, tied in a plastic bag and deposited in the garbage.
- (6) No pet shall be permitted upon the playground area.
- (7) If the Strata Council, on reasonable grounds, considers a registered pet to be a nuisance, such pet shall be removed by the Owner after fifteen (15) days notice in writing to that effect is given to the Strata Lot Owner where the pet is kept.
- (8) Owners shall discourage their pets from excessive noise at all times. Persistent, prolonged or continuous noise shall constitute an offence under this regulation.
- (9) No Strata Lot Owner shall feed pigeons, gulls or other wild birds, squirrels, rodents, raccoons or other animals from his or her Strata Lot or anywhere in the Strata Plan.
- (10) Any Owner, tenant or occupant who contravenes Bylaw 8 or allows it to be contravened by his or her visitors will be subject to a \$50.00 fine for each infraction of the Bylaw.

#### **Rental Limitations Bylaw**

9. (1) The maximum number of strata lots within Strata Plan LMS 531 that may be rented or leased shall be five (5), including the strata lot owned by LMS 531.
- (2) A strata lot owner who wishes to rent his or her strata lot shall apply in writing to the strata corporation for permission to rent within the prescribed limit.

- (3) A strata lot owner who rents his or her strata lot shall provide to the strata corporation a Form K - Notice of Tenant's Responsibilities in accordance with section 146 of the Act. Failure to provide Form K within 2 weeks of commencement of a tenancy shall be cause for a \$50.00 per month fine against the strata lot owner.
- (4) Where the limit of rented units established in subsection (1) is reached, no further rentals shall be permitted except on the basis of hardship in accordance with Section 144 of the Act. For such purposes, "hardship" shall mean substantial financial hardship beyond the owner's control, in which event the owner shall re-apply for permission to rent on an annual basis.
- (5) No strata lot owner shall rent a strata lot to any person or persons under the age of nineteen (19) years.
- (6) Where the strata council grants to a strata lot owner permission to rent his or her strata lot, the applicant must exercise such permission within ninety (90) days of the date of approval of such application.
- (7) If a strata lot owner rents his or her strata lot in violation of Bylaw 9 (1), (2), (4), (5), (6) or (10), the strata corporation may levy a fine of \$400.00 for the first month of violation, and such fine shall be increased by \$50.00 for each successive month of violation to a maximum of \$500.00 per month.
- (8) Permission to rent a strata lot shall terminate upon the sale of such strata lot or upon the owner of the strata lot commencing to reside in the strata lot, whichever shall first occur.
- (9) Should any portion of this bylaw be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaw, each subparagraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (10) All strata lots must be owner occupied for one (1) year from purchase date before the strata lot can be leased.
- (11) A tenant may not assign or sublet the premises.
- (12) For the purposes of this section:

**"tenant"** shall mean a person who is not a member of the immediately family (parent, spouse, parent-in-law or child) of the strata lot owner.

a unit shall be considered to be rented or leased if the strata lot owner ceases to reside in the unit as his or her primary residence and the principal occupant is a tenant.

### **Inform strata corporation**

10. (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

### **Obtain approval before altering a strata lot**

11. (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 the building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of building;
  - (d) doors, windows, skylights on the exterior of a building, or that front on the common property;
  - (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) any renovation within the strata lot that involves plumbing, electrical or natural gas fixtures or connections, or structural walls.
  - (h) 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.

### **Obtain approval before altering common property**

12. (1) An owner must obtain 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 owner agree, in writing to take responsibility for any expenses relating to the alteration.

- (3) An owner wishing to modify or alter common property or limited common property designated for the exclusive use of such owner shall, after first receiving the prior written approval of the strata council to make such modification or alteration, execute and deliver to the strata corporation with respect to such common property or limited common property and Indemnity Agreement in favour of the strata corporation with respect to such common property or limited common property, (*see Indemnity Agreement Form page 28*)

### **Permit entry to strata lot**

- 13. (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, 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 section 149 of the Act.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

## **Division 2- Powers and Duties of Strata Corporation**

### **Repair and maintenance of property by strata corporation**

- 14. The strata corporation must repair and maintain all of the following:
  - (1) common assets of the strata corporation;
  - (2) common property that has not been designated as limited common property;
  - (3) limited common property, but the duty to repair and maintain it is restricted to repair and maintenance that in the ordinary course of events occurs less often than once a year.
  - (4) except for all exterior doors and windows.

15. The strata council may provide rules to regulate the pool, parking, storage, chimneys, dryer vents and common areas, and may revise such rules from time to time.

### **Suits by the Strata Corporation against owners**

16. The strata corporation may sue an owner to collect money owing to it, including money owing as a fine, and may do so without the need for a <sup>2</sup>A vote as stipulated in Section 171 (2) of the Act. Any such suit may be commenced as a proceeding under the Small Claims Act.

## **Division 3 - Council**

### **Council Size**

17. The strata council must have at least 3 and not more than 7 members.

### **Council members terms**

18. (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**

19. (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

### **Replacing a council member**

20. (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 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 two 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 provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

## **Officers**

- 21. (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, vice president, secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
  - (a) while, the president is absent or is unwilling or is unable to act, or
  - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

## **Calling council meetings**

- 22. (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 member either

- (i) consent in advance of the meeting, or
- (ii) are unavailable to provide consent after reasonable attempts to contact them.

### **Requisition of council hearings**

- 23. (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 may in its discretion hold a meeting to hear the applicant within a reasonable time 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 response within 2 weeks of the hearing.

### **Quorum of council**

- 24. (1) A quorum of 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.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

### **Council meetings**

- 25. (1) At the option of council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may at council's discretion attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

### **Voting at council meetings**

- 26. (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

### **Delegation of council's powers and duties**

- 27. (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 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 purpose for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its power 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.

### **Spending Restrictions**

- 28. (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 repairs or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) Pursuant to section 34 of the Act the council may make payment of reasonable remuneration to a strata council member for time consuming strata corporation business that is exceptional in nature.
- (4) All major contracts shall be signed by two (2) members of the strata council.

### **Limitation on liability of council member**

- 29. (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**

### **Maximum Fine**

- 30. (1) The strata corporation may fine an owner or a tenant a maximum of
  - (a) \$50.00 for each contravention of a bylaw, and
  - (b) \$10.00 for each contravention of a rule.
  - (c) \$500.00 for each contravention of Rental Limitations Bylaw 9.
- (2) Fines which have been assessed shall be added to the strata fees due and payable in the following month for the strata lot.

- (3) Monies received from an owner shall be applied by the strata corporation against indebtedness of the owner in the following order of priority:

First: outstanding fines;  
Second: outstanding special assessments;  
Third: strata maintenance fees arrears.

### **Continuing contravention**

31. 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.
32. Except for fines assessed for late payment under Bylaw 1 (2), the strata corporation shall not assess a fine unless at least 1 written warning of 7 days has been given for the infraction.

### **Division 5 - Annual and Special General Meetings**

#### **Person to chair meeting**

33. (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

#### **Participation by other than eligible voters**

34. (1) Tenants or other occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

## Voting

35. (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by a show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

## Order of Business

36. 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 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 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 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.

## **Division 6 - Voluntary Dispute Resolution**

### **Voluntary dispute resolution**

37. (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## **Rules and Regulations of the Strata Corporation LMS 531**

### **Pool Rules**

#### **Pool rules**

38. (1) Anyone entering the pool area does so at their own risk and must have their pool tag with them.
- (2) An owner's or tenant's guest using the pool must be accompanied by such owner or tenant, and anyone under the age of 14 must be supervised by an adult at all times.
- (3) No person is allowed in the pool unless in proper swimming attire.
- (4) Should length hair must be tied back when in the pool.

- (5) No running, pushing, shouting or fighting is allowed in the pool area.
- (6) No frisbees, balls or inflatable water toys, etc., are to be brought into the pool area.
- (7) Any person using suntan oil must shower before swimming.
- (8) All beverages must be contained in tin cans or plastic containers, and empties must be placed in the garbage cans provided.
- (9) Radios must be used with headphones only.
- (10) Except for guests related to the owner or tenant by blood or marriage, no strata lot shall have more than two (2) guests at the pool at any one time without the consent of a member of the strata council or the Social Committee.
- (11) No smoking, eating or drinking is allowed near the edge of the pool.
- (12) Appropriate shoes should be worn in the pool area.
- (13) No skateboarding, rollerblading, scooters or bicycles are allowed in the pool area.
- (14) The strata council and staff are in authority at all times and have the right to refuse admission or remove persons from the pool area for violating the rules.
- (15) No one is allowed in the pool area before or after pool hours. Any abuse of this rule will result in the withdrawal of pool privileges for the remainder of the season.
- (16) Persons in the pool area should familiarize themselves with safety equipment located around the pool area.
- (17) Children under three (3) years must wear special children's swim pant.
- (18) The pool shall be open during such times as the strata council shall determine and, while open, shall be used as follows:

9:30 A.M. to 11:00 A.M.	adults only
11:00 A.M. to 8:00 P.M.	adults and children
8:00 P.M. to 9:00 P.M.	adults only

### **Parking Rules**



## **Parking Rules**

39. (1) **Vehicles parked violation of this section may be towed to a posted location at the expense of the vehicle's owner without notice.**
- (2) Visitor parking is only permitted within the uncovered white-lined designated stalls.
- (3) Visitors must designate the unit they are visiting by placing a note, minimum of 10 cm x 20 cm on dash, face up, with unit number visited on it.
- (4) No camperized vehicle or trailer is to be parked on the common property unless it can be parked in a covered parking stall, or unless otherwise authorized by the strata council.
- (5) Owners, tenants or visitors not parking in a covered parking stall may park on a "first come, first served" basis in uncovered parking stalls only.
- (6) A non-resident may not occupy the same visitor parking space for more than 24 hours without the written consent of a member of the strata council.
- (7) No more than 2 vehicles per strata lot will be allowed on the strata plan property.
- (8) The strata council may make provisions for rules governing vehicle size.
- (9) The strata council make provisions for fines for parking or speeding offenses.

## **Common Area Rules**

40. (1) No motor vehicles shall be driven on any part of the common property other than on driveways, except as authorized by the strata council.
- (2) Breezeways and stairways must be kept clear of all items, excepting planters which do not block access to and from a strata lot.
- (3) Planters must hang below and inside all railings.
- (4) No sign, advertisement or notice shall be displayed, with the exception of "Block Watch", on any part of the buildings.
- (5) The sidewalks, walkways, breezeways and driveways of the common areas shall not be used for the following:

- 1) roller-blading;
  - 2) skate-boarding;
  - 3) scootering, except for leaving or returning to the property;
  - 4) roller skating;
  - 5) cycling, except for leaving or returning to the property;
  - 6) hockey games;
  - 7) baseball games;
  - 8) football games or other types of game or play.
- (6) The speed limit is 10 kilometers per hour for all vehicles within the complex.
- (7) Bicycles are to be walked along all dedicated walkways within the complex.

## **Storage Rules**

### **Storage Rules**

41. (1) Goods may not be kept or stored on or in balconies, patios, breezeways, attics or carports, and no goods may be stored on any other part of the common property except as permitted by these bylaws.
- (2) Common storage is available only in those rooms designated by the strata council as common storage rooms.
- (3) Residents may store goods only in the lockers assigned to them, in the designated common storage rooms and, in the case of townhouses used as a single family unit, in unfinished basement areas beneath their townhouses.
- (4) No flammable substances or explosives shall be stored in any strata lot, any locker, any storage area or on the common property.
- (5) All goods stored in contravention of these bylaws shall immediately be removed upon notice from the strata council to the person storing the same, and may be removed and disposed of by the strata council without notice to the owner.
- (6) The strata council may exercise its powers under these through the Storage Committee of the strata council.
- (7) With respect to lockers:

- (a) each resident shall only use the locker assigned to him or her, unless the strata council shall otherwise agree.
  - (b) all lockers shall be kept securely locked with a lock provided by the locker's user.
  - (c) no goods shall be stored in a locker room except in the locker.
- (8) With respect to the common storage rooms:
- (a) no flammables, i.e. oil based paint, thinners, propane, gas, etc.
  - (b) no upholstered furniture, no bed mattresses, etc.
  - (c) no carpets or underlay.
  - (d) no empty boxes; boxes can be flattened and stored in lockers.
  - (e) large boxes must be filled and sealed.
  - (f) all items to be clearly labeled with owners name and unit number.
  - (g) only owners/residents who live in Cedarbrooke may have items stored.
  - (h) the strata council or storage committee reserves the right to limit space, allotment, length of time certain items are to be stored, (i) appliances in working order may be stored, (j) patio furniture, steamer trunks and large suitcases may be stored, (k) other items may be approved by the Storage Committee. (l) Owners shall have access to the common storage rooms:
    - (i) only in the presence of a member of the Storage Committee or, in the absence of such a member, the owner's Block Captain, who shall have the right to inspect the goods to be stored or moved.
    - (ii) upon at least 48 hours notice.

### **Fireplace Chimneys & Dryer Vents**

- 42. (1) All strata lot fireplace chimneys must be inspected in alternate years, any inspection, repair or maintenance costs will be paid by the strata lot owner.
- (2) All strata lot dryer vents must be cleaned once every 3 years, any repair maintenance costs to be paid by the strata lot owner.

### **Vacant or Unoccupied Strata Lots**

- 43. When absent from a Strata Lot for a duration of thirty (30) days or longer an Owner shall be responsible for arranging an inspection by a responsible person of his or her Strata Lot so as to identify plumbing, electrical, rodent, weather related deficiencies or any other adverse conditions and report same

immediately to the Strata Council or their appointed agent. In the event an inspection is not performed by the Strata Lot Owner or his or her agent and a repair was required to protect either the Strata Lot or Common Property the Strata Corporation may subrogate against the Owner for costs associated with said repair.

**Forms - Pet Approval Form (Bylaw 8)**

**Cedarbrooke Village Strata Corporation  
Strata Plan LMS 531**

**PET APPROVAL FORM - BYLAW 8**

The Strata Corporaiton hereby grants approval to \_\_\_\_\_

(hereinafter called the Owner) of Unit # \_\_\_\_\_

(address).

Subject to the following terms and conditions:

1. The Pet Owner assumes and accepts full financial responsibility for any and all damages caused by the Pet that are assessed by a majority vote of the Strata Council.
2. The Pet Owner agrees that this approval can be withdrawn by the Strata Council at any time on 14 days written notice.
3. The Pet Owner accepts that in the event that the Owner does not comply with a request given in accordance to section 2 above, the Strata Council may invoke any and all section of the Bylaws needed to obtain compliance.
4. The Pet Owner accepts that in the event the Owner does not reimburse the Strata Corporation for any costs related to damages caused by the Pet, the Strata Council may invoke any and all section of the Bylaws needed to obtain compliance.
5. The Pet Owner hereby acknowledges receipt of Bylaw 8, and has read and understood its provisions.

Approved by the Strata Council

Date

Officer of the Strata Council

Agreed to by the Owner

Date

Owner's Signature

\_\_\_\_\_  
Owner's Name

\_\_\_\_\_  
Owner's Name

## **CEDARBROOKE VILLAGE**

### **SOCIAL ROOM / POOL RENTAL AGREEMENT**

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Renting the Social Room and / or pool at Cedarbrooke Village is a privilege. Please respect your property and other owners/tenants by following the rules.

1. Non-refundable rental fee is \$20. A refundable damage deposit of \$100 is also required. Cheques are acceptable, but subject to additional fees for non-sufficient funds. Cheques should be made payable to Strata Plan LMS 531.
2. Rental will only be provided to owners and tenants. Notice of the function will be posted on the Social Room and pool gate, as necessary, by the Strata Council.
3. The Social Room closes at 11:00 PM and this applies to rentals. Barbeques and the use of the deck area to the West of the Social Room must cease after 8:30 PM.
4. The pool can be rented for children's parties only. **ALL** other activities are restricted to the Social Room unless otherwise agreed upon by the Strata Council (see additional conditions for licensed activities on page 2).
5. The pool, including the surrounding deck area, can be rented for a maximum of 1 hour between the hours of 11:00 AM and 3:00 PM. Children's parties should then move into the Social Room.
6. Pool rental is for non-exclusive use. Consideration for other owners, tenants, occupants, and their guests is expected. The Cedarbrooke pool rules still apply and should be respected.
7. The maximum number of guests for rental of the Social Room is 25 unless the pool is part of the rental. Where the pool is part of the rental, the maximum number of guests is 8.
8. The key will be given no sooner than 12 hours prior to use by the Strata Council, schedule permitting. The key will be returned to the Strata Representative at an agreed upon time.
9. The person who signs this rental agreement is responsible for preventing any damage to walls, carpets, ceilings, tables, chairs, kitchen, bathroom, equipment, pool facilities, windows, doors, and any other common assets and common property. Any damage resulting from your rental will result in partial or complete loss of your damage deposit. Future rental privileges may also be denied.
10. All garbage must be removed from the Social Room and pool area receptacles and disposed of in the nearby dumpsters.
11. Any cleaning that the Strata Council has to address as a result of your rental will result in partial or complete loss of damage deposit.
12. When leaving, ensure the men's and women's washroom doors are locked, all windows are locked, drapes are closed, front and interior doors are locked, and the lights and fans are off.
13. Two week advance notice required for booking the Social Room / Pool. Payment of rental fee and damage deposit to be provided at that time.

## CEDARBROOKE VILLAGE

### SOCIAL ROOM / POOL RENTAL AGREEMENT

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#### Additional Rules for Licensed Activities:

1. No alcohol is to be served unless the renter satisfies one of the following conditions:

- a) The renter has applied for a Special Occasion Licence through the British Columbia Liquor Control & Licensing (information for applying for a special occasion licence can be found at [www.pssg.gov.bc.ca/lclb](http://www.pssg.gov.bc.ca/lclb)). Please advise the Strata Council if this option is selected so the Cedarbrooke club license can be suspended during the period of your rental;

OR,

- b) The renter is a member of the Social Club, as well as being an owner or tenant of Cedarbrooke Village, and arranges for his/her activity to operate under the Cedarbrooke club license. In this case, the renter is responsible for contacting the Social Club to arrange for a server to attend their function at their own cost. The Cedarbrooke license cannot be used without the presence of a qualified server.

2. All alcohol is to be consumed inside the Social Room.

Please note: The Strata Corporation retains the right to impose fines and penalties under the Cedarbrooke Bylaws as a result of bylaw or rule infractions which may occur during your rental activity.

Strata Unit: \_\_\_\_\_

Name of renter: \_\_\_\_\_

Date requested: \_\_\_\_\_

Facilities requested (include times):

Pool (1 hr max. between 11 AM & 3 PM) \_\_\_\_\_ to \_\_\_\_\_

Social Room \_\_\_\_\_ to \_\_\_\_\_

Licensed activity Yes \_\_\_\_\_ No \_\_\_\_\_

Signature of renter: \_\_\_\_\_