



BYLAWS

Strata Plan BCS 753

Willow Edge

Attached are the Bylaws of Strata Plan BCS 753. For legal purposes please obtain a true copy as registered at the Land Title Office.

Last amended: June 30, 2011

Registration #: BB1974481

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

STRATA PLAN BCS 753 – WILLOW EDGE

BYLAWS (INDEX)

Page(s)

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

Section 1 – Payment of strata fees	1
Section 2 – Repair and maintenance of property by Owner	1
Section 3 – Use of property	1 – 6
➤ Secondary suites	2
➤ Home business	2
➤ Occupancy	3
➤ Hazards	3
➤ Cleanliness	3 – 4
➤ Pets	4
• Feeding wildlife	5
➤ Vehicle prohibitions	5
• Parking	5 – 6
➤ Cycling	6
Section 4 – Inform Strata Corporation	6
Section 5 – Obtain approval before altering a strata lot	6 – 7
➤ Signs	7
➤ External attachments	7
➤ Patios and balconies	7 – 8
➤ Colour	8
➤ Blinds	8
➤ Enclosures	8
➤ Utility alterations	8
Section 6 – Obtain approval before altering common property	8 – 9
Section 7 – Permit entry to strata lot	9

DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION

Section 8 – Repair and maintenance of property by Strata Corporation	9 – 11
➤ Financial responsibility	10 – 11
➤ Access to strata lot	11
➤ Emergency access	11
➤ Damage to grounds	11
➤ Vegetable gardens	11
➤ Powers of the Strata Corporation	11 – 13

DIVISION 3 – COUNCIL

Section 9 – Council size	13
Section 10 – Council members' terms	13
Section 11 – Removing Council member	13
Section 12 – Vacancies	13
Section 13 – Replacing Council member	14
Section 14 – Officers	14

	<i>Page(s)</i>
Section 15 – Calling Council meetings	14 – 15
Section 16 – Requisition of Council hearing	15
Section 17 – Quorum of Council	15
Section 18 – Council meetings	15 – 16
Section 19 – Voting at Council meetings	16
Section 20 – Council to inform owners of minutes	16
Section 21 – Delegation of Council's powers and duties	16 – 17
Section 22 – Spending Restrictions	17
Section 23 – Limitation on liability of Council member	17 – 18
 <i>DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES</i>	
Section 24 – Violation of Bylaws	18 – 19
Section 25 – Maximum fine	19
Section 26 – Continuing Contravention	19
 <i>DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS</i>	
Section 27 – Person to chair meeting	19
Section 28 – Participation by other than eligible voters	20
Section 29 – Voting	20
Section 30 – Order of business	20 – 21
 <i>DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION (Section 31)</i>	22
 <i>DIVISION 7 – FINANCES</i>	
Section 32 – Common expenses	22
Section 33 – Annual budget and maintenance assessments	22 – 23
 <i>DIVISION 8 – LEASING OR RENTING OF STRATA LOTS (Section 34)</i>	24 – 27
 <i>DIVISION 9 – MOVING AND RESALE (Section 35)</i>	27
 <i>DIVISION 10 – INSURANCE (Section 36)</i>	27 – 28
 <i>DIVISION 11 – SEVERABILITY (Section 37)</i>	28

Attachment

Schedule "A" – Schedule of Indemnity Agreements

STRATA PLAN BCS 753 – WILLOW EDGE

BYLAWS

(Adopted by ¾ vote resolution by the owners on June 30, 2011)

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 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 promptly pay as they become due all rates, taxes, charges, utilities, power charges and outgoings and assessments (including all assessments levied by the Strata Corporation from time to time) that may be payable in respect of his strata lot.
 - (5) An Owner shall keep clear from leaves, moss, algae, snow, ice or slush any common property designated as limited common property or for the exclusive use of his Strata Lot.

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 unreasonable noise, or is in breach of the Township of Langley noise bylaw,
 - (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,

- (e) is contrary to a purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan,
- (f) encourages rodents and pests, or
- (g) prevents free and unimpeded access to common property.

Secondary suites

- (2) Secondary suites within Strata Lots are prohibited. Should any Owner of a Strata Lot be found to have constructed a secondary suite within his or her or any other Strata Lot located in the Strata Plan, the Strata Council shall be entitled to take any one or more of the following actions:
 - (a) take all necessary steps to remove the secondary suite;
 - (b) notwithstanding section 25 (1) of these Bylaws, levy a fine not to exceed \$50.00 per day for each day the Owner is in contravention, such fine to be added to and form part of the month's assessment or levy to be collected by the Strata Council from the Owner of the Strata Lot, and the Strata Council is hereby authorized to take all necessary steps to collect such amounts from any Owner;
 - (c) evict the tenant in accordance with section 138 of the Strata Property Act;
 - (d) seek a declaration from any Court of competent jurisdiction with regard to the enforcement with limitation and/or an injunction to prevent the continuation of the secondary suite within a Strata Lot; and upon receiving such declaration or injunction, costs shall be the responsibility of the Strata Lot Owner contravening the provisions of the Bylaw and shall be recoverable on a solicitor and own client basis by the Strata Corporation; and
 - (e) should any portion of Bylaw 3 (2) be deemed unenforceable by any competent jurisdiction, then for purposes of interpretation and enforcement of the Bylaw, each sub-paragraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

Home business

- (3) A Strata Lot shall not be used for commercial or professional purposes which may be illegal or contrary to any governmental or municipal rules or ordinances or is injurious to the reputation of the condominium development or its Owners. Home occupation use may be permitted in Residential Strata Lots subject to the provisions of the applicable Township of Langley Bylaws.

Occupancy

- (4) The Strata Lot shall be used exclusively as a private dwelling home for one family, which may include a live-in housekeeper or nurse, and shall not exceed the number of occupants allowed by the building code and/or the Township of Langley, whichever is the lesser number.
- (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, hotel or bed and breakfast 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.

Hazards

- (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.
- (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.

Cleanliness

- (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, and shall be disposed of in approved containers secured by a lid. 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) An owner of a rented or leased Strata Lot is responsible for the cleanliness of the strata lot, limited common property, exclusive use common property or common property.

Pets

- (13) (a) An Owner, tenant, occupant or visitor must ensure that all permitted animals are leashed or otherwise secured and under control of a person capable of exercising such control when on limited common property, exclusive use common property or common property.
- (b) An Owner, tenant or occupant must not keep any pets on a Strata Lot without the prior written consent of the Strata Council, except:
- i) no more than two (2) dogs
 - ii) no more than two (2) cats
 - iii) a reasonable number of fish or some aquarium animal
 - iv) or an aggregate of 2 dogs or cats
- (c) If the Strata Corporation, on reasonable grounds, considers a pet to be a nuisance, such pet shall not be kept on the premises after fifteen (15) days notice in writing to that effect is given to the Owner, or the owner of the Strata Lot where it is kept.
- (d) The Owners of pets shall be fully responsible for the behaviour of the pets within the Strata Lots and common property and if any pet is deemed, after Notice and the provision of any Hearing as set out in the Strata Property Act, to be a nuisance or dangerous by the Strata Council, it shall be removed from the Strata Plan within thirty (30) days from the receipt of Notice from the Strata Council indicating that the pet is to be removed. If the Owners fails to comply within seven (7) days of receiving Notice, the Owner will be fined \$50.00 per month, or portion thereof, during which the offending pet continues to occupy the premises. The definition of nuisance or dangerous pets shall follow the guidelines set out in the Township of Langley bylaw in force at the time of the infraction.
- (e) No Strata Lot Owner, tenant, occupant or visitor shall permit a pet to travel or walk on the common areas of the Strata Corporation unless controlled on a leash of two meters or less.
- (f) The Owner of a Strata Lot will be responsible for clean-up or repair of damage caused by their pets or any pets that their guests may bring onto the Strata Corporation. Failure to remove all excrement from the common property will result in a \$50.00 fine for each occurrence, in addition to any removal/repair costs.

Feeding wildlife

- (f) No Strata Lot Owner, tenant, occupant or visitor shall feed pigeons, gulls or other birds, rodents or other animals from their Strata Lot or anywhere in close proximity to the Strata Corporation, whether purposely or through neglect or omission. Notwithstanding the foregoing, hummingbird feeders or bird baths are acceptable.

Vehicle Prohibitions

- (14) (a) No Owners shall park or permit to be parked on the Common or Limited Common Property a vehicle exceeding 4,000 lbs. except when used in the delivery to or removal from the premises. Recreational vehicles, motor homes, campers, boats and trailers are prohibited on Common or Limited Common Property.
- (b) Only registered and currently licensed vehicles will be permitted on the Common Property or Limited Common Property of the Strata Plan. Vehicle storage and liability insurance is required for vehicles not currently licensed. The Owner must provide the Strata Council with a copy of the vehicle storage and/or liability insurance within seven (7) days upon receipt of request for verification.
- (c) No Owner shall carry out repairs, major adjustments and oil changes to motor vehicles or other mechanical equipment on the Common or Limited Common Property. Residents are responsible for the condition of the assigned parking stalls, and excessive oil leaks must be cleared up promptly at the expense of the Owner.

Parking

- (d) (i) No Owner/Resident, or guest shall park their vehicle anywhere on the common property or roadways other than a designated parking stall.
- (ii) No Owner/Resident shall be permitted to park in the visitor parking stalls at any time.
- (iii) Oversized vehicles or any vehicles that are parked in a manner which encroaches onto the common roadways shall be towed.
- (iv) The Strata Corporation may designate, with signs or markings, all or any portion:
 - i) Prohibitions to stopping or parking, for all times or specific hours;
 - ii) Reservations for specific classes of vehicles or drivers of vehicles with specific passes;

- iii) Parking time limits.
- v) Any vehicle parking in contravention of a restriction made pursuant to the bylaws or these rules may be removed and impounded without notice at the motor vehicles owner's risk and expense.
- (e) Speed limit – No vehicle shall exceed a speed limit of 10 km per hour on the common property at any time.

Cycling

- (15) Cycling, rollerblading, skateboarding or the use of other non-motorized wheeled apparatus on common property other than roadways is prohibited.

Inform Strata Corporation

- 4
 - (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.
 - (3) Any Owner of a Strata Lot who leases his Lot without submitting a Form K in accordance with the *Strata Property Act* shall be liable to a fine of \$50.00 for every month or part thereof that a tenant is in occupancy of the Strata Lot and the Form K is not submitted.

Obtain approval before altering a Strata Lot

- 5
 - (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 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) 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.

Signs

- (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. Real Estate for sale signage may only be displayed on the real estate post provided and must be removed within 7 days of closing of the sale.

External attachments

- (4) No awning, shade screen, smoke stack, air conditioning units, 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.

Patios and balconies

- (6) The placing of items on patios shall be limited to hanging baskets, free standing self-contained planter boxes, 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 must have the propane tanks removed and stored separately away from the unit, on the deck or the patio. All gas appliances must be used in accordance with Manufacturer specifications.

Colour

- (7) The outside of the buildings shall be uniform in colour.

Blinds

- (8) Drapes or blinds visible from the exterior of any Strata Lot shall be cream or white in colour, and be maintained in a state of good repair.

Enclosures

- (9) No enclosures of limited common property, common property, including, without limitation, any balcony or patio or other structural alterations either to the interior or the exterior of the building or Strata Lot shall be made without the previous written consent of the Strata Corporation having been first obtained.

Utility alterations

- (10) No alterations to the electrical, wiring, plumbing, piping, venting, gas supply, telecommunication or other services on the Strata Lot or within any walls or on the common property shall be made without the previous written consent of the Strata Corporation having been first obtained.
- (11) The Schedule of Indemnity Agreements attached hereto as Schedule A, denoting those strata lots whose alterations to the Strata Lot and limited common property are subject to a registered Indemnity Agreement, is and forms part of these Bylaws.

Obtain approval before altering common property

- 6 (1) An Owner must obtain the prior written approval of the Strata Corporation before making an alteration to common property, limited common property, or common assets, including, but not limited to, the painting of the exterior, attachment of sunscreens or greenhouses, planter boxes or any other attachments.
- (2) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses related to the alteration.

- (3) The Schedule of Indemnity Agreements attached hereto as Schedule "A", denoting those strata lots whose common area alterations are subject to a registered Indemnity Agreement, is and forms part of these Bylaws.

Permit entry to Strata Lot

- 7 (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 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 compliance with the 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

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, garage doors, balconies and patios included in the Strata Lot, or designated as Limited Common Property and/or for the exclusive use of the Strata Lot.
- (2) The Strata Corporation shall repair and maintain:
- (a) 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,
 - 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, and other things attached to the exterior of a building;
 - (D) fences, railings and similar structures that enclose patios, and yards;
 - (b) a Strata Lot in the Strata Plan, but the duty to repair and maintain is restricted to
 - i) the structure of a building,
 - ii) the exterior of a building,
 - iii) chimneys, stairs, and other things attached to the exterior of a building,
 - iv) railings and other similar structures that enclose patios, and yards.

Financial responsibility

- (3) The Strata Corporation shall not be financially responsible to an Owner for any loss, damage or expense to the Owner for overflows or leakage of water arising from the strata lot or any adjoining strata lots where such leakage or overflow results from the wrongful act or neglect of any owner; or the failure of pipes, wires, cables, chutes, ducts, fixtures for the time

being existing wholly or partially within the strata lot and not capable of being used in connection with the enjoyment of more than one strata lot.

Access to strata lot

- (4) Where the Strata Corporation is required to enter a Strata Lot for the purpose of 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 the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Strata Lot occasioned by such works and restore the Strata Lot to its former condition, leaving the Strata Lot clean and free from debris.

Emergency access

- (5) In the event of an emergency occurring in a Strata Lot whose occupant cannot be contacted, access for protection of common property, other strata lots or safety may have to be gained by force at the Owner's expense.
- (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.

Damage to grounds

- (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.

Vegetable gardens

- (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

- (9) 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, Rules and Regulations 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.
- (10) The Strata Corporation may:
- (a) borrow money required by it in the performance of its duties or the exercise of its powers;
 - (b) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
 - (c) invest as it may determine in separate accounts money in the fund for administrative expenses, or in the Contingency Reserve Fund;
 - (d) purchase, hire or otherwise acquire personal property for use by Owners in connection with their enjoyment of common property, common facilities or other assets of the Corporation;
 - (e) make an agreement with an Owner or occupier of a Strata Lot for the provision of amenities or services by it to the Strata Lot or to the Owner or occupier;
 - (f) grant an Owner the right to exclusive use and enjoyment of common property, or special privileges for them, the grant to be determinable on reasonable notice, in accordance with section 76 of the Strata Property Act;
 - (g) designate an area as limited common property and specify the Strata Lots that are to have the use of the limited common property;

- (h) join any organization serving the interests of the Strata Corporation and assess the membership fee in the organization as part of the common expenses;
- (i) obtain and retain by contract the services of a professional real property management firm or professional Strata Manager (the Manager) for such purposes and on such terms as the Council may from time to time decide.

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.
- (2) A replacement Council member may be appointed from any person eligible to sit on the Council.
- (3) The Council may appoint a Council member under this section even if the absence of the member being replaced leaves the Council without a quorum.
- (4) If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the Strata Corporation's votes may hold a Special General Meeting to elect a new Council by complying with the provisions of the Act, the regulations and the Bylaws respecting the calling and holding of meetings.

Officers

- 14** (1) At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a President, a Vice-President, a Secretary and a Treasurer.
- (2) A person may hold more than one office at a time, other than the offices of President and Vice-President.
- (3) The Vice-President has the powers and duties of the President
- (a) while the President is absent or is unwilling or unable to act, or
- (b) for the remainder of the President's term if the President ceases to hold office.
- (4) If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling Council meetings

- 15** (1) The Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit subject to any provisions of the Strata Property Act.
- (2) 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.
- (3) The notice does not have to be in writing.

- (4) 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.
- (5) The Council must inform Owners about a Council meeting as soon as feasible after the meeting has been called.
- (6) The Council may hold in-camera sessions where matters dealing with legal issues, personnel, or interpersonal issues are discussed.

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.
- (3) Owners may attend Council meetings as observers, providing they notify the President at least 24 hours in advance of the meeting.
- (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 hearing under section 144 of the Act;
 - (c) any other matters if the presence of the observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

Voting at Council meetings

- 19** (1) At Council meetings, decisions must be made by a majority of Council members present in person at the meeting.
- (2) Unless there are only 2 Strata Lots in the Strata Plan, 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.

Council to inform Owners of minutes

- 20** The minutes of the Strata Council and General Meetings will be made available within 30 days of the date of the meeting.

Delegation of Council's powers and duties

- 21** (1) Subject to subsections (2) to (4), the Council may delegate some or all of its powers and duties to one or more Council members or persons who are not members of the Council, and may revoke the delegation.
- (2) The Council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (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 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), 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.
- (3) The maximum amount of unapproved expenditures is established at \$2,000.00 or 10% of the annual operating budget, whichever is the greater.
- (4) Pursuant to Section 34 of the Act, a member of the Strata Council is entitled to compensation for the member's exercise of Council powers and performance of Council duties at an hourly rate, and subject to the maximum expense as set out in the operating budget approved by the Owners at the Annual General Meeting held during such member's term of office.

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 comply with all provisions of the Strata Corporation's Bylaws, Rules and Regulations and the provisions of the Strata Property Act.
- (b) Any duality of interest or possible conflict of interest on the part of any Strata Council member shall be disclosed to the other Council members at the first meeting of the Strata Council at which the interested Strata Council member is present after the conflict of interest is or should be discovered. Such disclosure shall be made a matter of record in the minutes of the Strata Council meeting at which the disclosure of the conflict of interest is made.
- (c) Any contract or transaction between the Strata Corporation and a Strata Council member must be commercially reasonable to the Strata Corporation at the time it is authorized, ratified, approved or executed.
- (d) 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 amended quorum situation.
- (e) Notwithstanding the generality of the foregoing, for purposes of this policy a Strata Council member shall be deemed to be so interested if he or she is a principal, officer or employee or has a financial interest exceeding \$500.00 in the firm.
- (f) The foregoing requirements shall not be considered as preventing the Strata Council member from briefly stating his or her position in the matter, nor from answering pertinent questions of other Strata Council members since his or her knowledge may be of great assistance.

Division 4 – Enforcement of Bylaws and Rules

Violation of Bylaws

- 24** (1) An infraction or violation of these Bylaws or any Rules and Regulations established under them on the part of an Owner, his or her employees, agents, invitees or tenants may be corrected, remedied or cured by the Strata Corporation.
- (2) Any costs or expense so incurred by the Corporation shall be charged to that Owner and shall be added to and become a part of the assessment of that Owner for the month next following the date on which the costs or

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 fine

- 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) 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 money owing as a fine.

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.
- (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

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

Voting

- 29** (1) At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- (2) An owner whose strata lot is eligible to be lienied pursuant to Bylaw 33 shall be ineligible to vote on any resolutions other than unanimous resolutions considered at an Annual or Special General Meeting of the Strata Corporation.
- (3) An owner whose strata lot is eligible to be lienied pursuant to Bylaw 33.5 shall be eligible to vote on any resolution other than unanimous resolutions considered at an Annual or Special General Meeting of the Strata Corporation.
- (4) At an Annual or Special General Meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (5) 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.
- (6) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (7) If there is a tie vote at an Annual or Special General Meeting, the President, or, if the President is absent or unable or unwilling to vote, the Vice-President, or Chairperson, may break the tie by casting a second, deciding vote.
- (8) 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

- 30** 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.
- (4) Unless otherwise specified in the Strata Property Act, the conduct of all General Meetings of the Strata Corporation shall be governed by Robert's Rules of Order.

Division 6 – Voluntary Dispute Resolution

Voluntary dispute resolution

- 31** A dispute among Owners, tenants, the Strata Corporation or any combination of them shall be resolved in accordance with the powers, authorities and limitations set out in sections 129 - 138 and 170 - 173 of the Strata Property Act.

Division 7 – Finances

Common expenses

- 32** (1) The Strata Lot Owner's contribution to the common expenses of the Strata Corporation shall be levied in accordance with this Bylaw.
- (2) The Strata Plan consists of more than one or more type of Strata Lot. The common expenses shall be apportioned in the following manner:
- (a) common expenses attributable to one or more type of Strata Lot shall be allocated to that type of Strata Lot and shall be borne by the Owners of that type of Strata Lot in proportion that the unit entitlement of the Strata Lot bears to the aggregate unit entitlement of all types of Strata Lots concerned,
 - (b) common expenses not attributable to a particular type or types of Strata Lot shall be allocated to all Strata Lots and shall be borne by the Owners in proportion to the unit entitlement of their Strata Lots.
 - (c) Where a Strata Plan includes limited common property, expenses attributable to the limited common property which would not be expended if the area had not been designated as limited common property shall be borne by the Owners of the Strata Lots entitled to use the limited common property in proportion to the unit entitlement of their Strata Lots.
- (3) For the purposes of reporting as set out in the Section 103 (3) (b) of the Strata Property Act, the financial information required to be submitted may be provided in summary form.

Annual Budget and Maintenance Assessments

- 33** (1) At each Annual General Meeting the Strata Corporation shall prepare an annual budget for the following 12 month period and all Owners shall pay a monthly assessment in accordance with their unit entitlement.
- (2) Prior to the 1st day of the last month of the fiscal year the Strata Corporation shall cause to be prepared a budget setting out by categories its best estimate of the common expenses of the Strata Corporation for

the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements.

- (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 assessment for his contribution towards the common expenses of that year.
- (4) The common expenses set forth in each assessment 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 installments, in advance, commencing on the 1st day of the fiscal year.
- (5) Monthly strata fees 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 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. While lien eligibility for unpaid maintenance fees shall be on the 2nd day of the month the maintenance fees are due, a lien will be placed on the Strata Lot at the Owner's expense for the total monies due, including 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 assessments then due from such Owner.
- (7) If at any time it appears that the annual assessment of contribution 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 common 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).
- (8) Special levies are due and payable on the 1st day of the month subsequent to their assessment and will be subject to the same penalties and collection procedures as strata fees as set out in Bylaw 33 (5).

Division 8 – Leasing or Renting of Strata Lots

- 34** (1) (a) No more than 15 Strata Lots within the Strata Plan will be leased or rented at any given time.
- (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.
- (c) These limitations shall be administered and enforced by the Strata Council.
- (d) The Strata Council reserves the right to exceed the limitations set out in this Bylaw should it be deemed necessary, based on a hardship case or extenuating circumstances.
- (2) For the purpose of enforcing these limitations, the following administrative provisions apply:
- (a) An Owner who wishes to lease a Strata Lot shall first obtain approval from the Strata Council. The Owner shall deliver to the Strata Council or the Property Manager employed by the Strata Corporation a written request for a Lease Permit together with the following:
- i) The name, occupation and address of each tenant or person who will occupy the Strata Lot during the term of the proposed lease;
 - ii) Where applicable, the business telephone number of the tenant or tenants;
 - iii) The commencement date and term of the lease;
 - iv) A completed "Form K - Notice of Tenant's Responsibilities" (section 146, Strata Property Act);
 - v) If requested by the Strata Council, a security deposit in an amount not to exceed \$400.00 to be held by the Strata Corporation for the purposes set forth in this Bylaw.
- (b) Upon receipt of a written request for a Lease Permit from an Owner together with the items and information outlined above, the Strata Council or the Property Manager employed by the Strata Corporation may within 14 days of receipt of the request either:
- i) issue a Lease Permit to the Owner, or
 - ii) advise the Owner the request has been denied.

- (c) Only a Strata Lot in respect of which a Lease Permit has been issued pursuant to this Bylaw and which has not been cancelled pursuant to this Bylaw may be leased by the Owners.
- (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 plus interest, if any, 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

- iii) if a new Lease Permit is issued with respect to the Strata Lot.
- (7) The Strata Corporation shall have the right to terminate the tenancy of any tenant who repeatedly or continuously contravenes a reasonable and significant Bylaw or rule of the Strata Corporation and who seriously interferes with another person's use and enjoyment of a Strata Lot, common property or common asset (section 138).
- (8) Tenants who do not vacate and give up the premises when required to do so by the Strata Corporation shall be subject to Court action. All legal proceedings required for the forceful eviction of the tenants will be undertaken by the Strata Council, and all legal and other costs incurred will be charged to the Strata Lot Owner.
- (9) The Strata Corporation shall remove and dispose of any property or possessions remaining on common property after notice to remove and dispose of the property has been given to the tenant and the costs of such removal and disposition shall be charged to the Strata Lot Owner.
- (10) Should any Owner of a Strata Lot lease or rent the Strata Lot in contravention of the limitations contained in this Bylaw, the Strata Council shall be entitled to take any or more of the following actions:
 - (a) Take all necessary steps to terminate the tenancy agreement or lease on behalf of the Strata Lot; or
 - (b) Notwithstanding section 26 (1) of these Bylaws, levy a fine not to exceed \$500.00 for each month in contravention, such fine to be added to and form part of the month's assessment or levy to be collected by the Strata Corporation from the Owner of the Strata Lot, and the Strata Council is hereby authorized to take all necessary steps to collect such amounts from any Owner;
 - (c) Seek a declaration of any Court of competent jurisdiction with regard to the enforcement with limitation and/or an injunction to prevent the continued rental or leasing of such Strata Lot; and upon receiving such declaration or injunction, costs shall be the responsibility of the Strata Lot Owner contravening the provisions of the Bylaw and shall be recoverable on a solicitor and own client basis by the Strata Corporation; and
 - (d) 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 sub-paragraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

- (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 of a Strata Lot shall be permitted within the boundaries of the Strata Corporation, with the exception of the real estate sign located at the front entrance of the Strata Corporation.
- (3) A charge of \$100.00 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.

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;
 - (e) obtain and maintain insurance in respect of other perils, including liability, as provided in Sections 149 and 150 of the Strata Property Act.
- (2) In connection with insurance claims, the Strata Corporation shall have the following authority and powers:

- (a) to establish and maintain a plan for setting the deductible portion of insurance claims;
 - (b) to cause the Owner or Owners of the property being the subject matter of the deductible portion of the insurance or otherwise receiving a benefit from the insurance claim to bear all or a portion of such deductible, such portion to be decided by the Strata Corporation in its sole discretion;
 - (c) to enforce and collect all costs as determined in (a) and (b) above, including all or a portion of deductibles to be paid by the Owner of the property, borrowing costs including interest, and administrative costs in the same manner and, subject to the special powers of the Strata Corporation under this Bylaw, to the same extent that common expenses levied under the Act and the Bylaws of the Strata Corporation may be collected from Owners.
- (3) Where the individual Owner's condominium insurance standard policy and the Strata Corporation's insurance policy overlap in coverage the following policy is adopted:
 - (a) Where an insurance incident occurs exterior to the walls of a condominium unit and causes damage to the property within the walls of the unit which, in the opinion of the Strata Corporation, is not caused by negligence of the Owner, the claim is against the Strata Corporation policy and the Strata Corporation funds will be used to pay the deductible;
 - (b) Where an incident occurs exterior to the walls of a condominium unit and causes damage to that Owner's interior property which, in the opinion of the Strata Corporation, is caused by the Owner, the claim will be against the Strata Corporation policy; however, the property Owner will be responsible for all or a portion of the deductible. The portion of the deductible to be paid by the property Owner to be determined by the Strata Corporation in its sole discretion;
 - (c) Where an incident occurs within the walls of a condominium unit and causes damage to property within the walls of the same condominium unit, the claim is against the Strata Lot Owner as a 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 BCS 753 – WILLOW EDGE

RULES

1. **PARKING RULES**

(Adopted by the owners by majority resolution on January 22, 2008)

- a) No Owner/Resident, or guest shall park their vehicle anywhere on the common property or roadways other than a designated parking stall.
- b) No Owner/Resident shall be permitted to park in the visitor parking stalls at any time.
- c) Oversized vehicles or any vehicles that its parked in a manner which encroaches onto the common roadways shall be towed.
- d) The Strata Corporation may designate, with signs or markings, all or any portion:
 - i) Prohibitions to stopping or parking, for all times or specific hours;
 - ii) Reservations for specific classes of vehicles or drivers of vehicles with specific passes;
 - iii) Parking time limits
- e) Any vehicle parking in contravention of a restriction made pursuant to the bylaws or these rules may be removed and impounded without notice at the motor vehicles owner's risk and expense.

2. **VISITOR PARKING RULES**

(Adopted by the owners by majority resolution on January 22, 2008)

- a) Visitor parking is limited to a 24 hour period. Persons utilizing the visitor parking areas in excess of three nights a week are deemed residents and are denied the use of visitor parking.
- b) One visitor parking pass will be issued per strata lot, and must be displayed at all times when the vehicle is parked on common property.
- c) A registration form must be filled out by the Resident of the strata lot prior to the pass being issued.
- d) Motor vehicles parked in visitor parking must display the Visitor parking pass issued by the Strata Corporation, failing which, said vehicles may be towed without notice at the motor vehicle owner's risk and expense.
- e) Visitor parking passes can be revoked by the Strata Council at any time.

- f) No commercial vehicles are to be parked in visitor parking, with the exception of maintenance vehicles performing work at the site. Overnight parking for maintenance vehicles is prohibited.
- g) The Strata Corporation retains the right to contract out the enforcement of the parking rules within the complex for visitor parking.
- h) Visitor parking is first come, first served.

3. GARBAGE RULE

(Adopted by Council on January 12, 2010)

All residents must store their garbage in a sealable/lockable garbage container.