

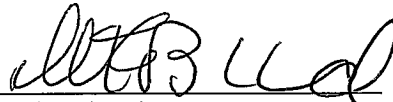
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LAND TITLES OFFICE
NEW WESTMINSTER, B.C.

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

FORM I AMENDMENT TO BYLAWS (Section 128) for Strata Plan LMS 4530.



Gerry Blanchard, Strata Manager

Davin Management Ltd.
#208 – 6846 King George Hwy.
Surrey, B.C. V3W 5A1
Tel: 604-594-5643

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan **LMS 4530** 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 general meeting ~~or special general meeting~~ held on *June 20, 2007.

"To repeal the existing registered bylaws for Strata Plan LMS 4530 and register the attached new bylaws."



Signature of Council Member



Signature of Council Member

CRESCENT II

An Adult Community

STRATA CORPORATION

LMS 4530

BYLAWS

BYLAWS - LMS 4530
CRESCENT II TOWN HOMES
Amended June 20, 2007

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DEFINITIONS FOR THE PURPOSE OF THESE BYLAWS:

Refer to the Strata Property Amendment Act of 1999 if a definition is not provided for below.

Act or Strata Act means, Strata Property Amendment Act of 1999

A.G.M. or Annual General Meeting A means a meeting of Owners to be held every 12 months but no later than 14 months.

Balconies means, LCP, on upper Floor defined in the Strata Plan

Boarding House means a Strata Lot where Occupant(s) pays money or pays in services rendered to reside for a shortterm period.

Buildings means, the Structure that covers or surrounds the Strata Lot and LCP or CP (if applicable)

Common Assets means personal property held by or on behalf of a strata corporation.

Common Facility means but not limited to CP Facility (ie.) Mail Room, Enterphone, Ponds)

Contingency Reserve@ means, a fund for common expenses that usually occur less often than once a year or thatdoes not usually occur.

CP or Common Property means that part of the land and buildings shown on a strata plan that is not part of a strata lot, and 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.

Domestic Pet means, cat or dog.

Driveway means, LCP parking space.

Driveway Apron means the area between the garage door and the beginning of the curb.

Family means, a spouse of the owner, a parent or child 19 years or older of the owner, or a parent or child 19 years or older of the spouse of the owner

Garage means, Strata Lot including but not limited to two vehicle parking spaces.

Guest means, visitor.

Improvement or Betterment to a Strata Lot means, upgrades to a Strata lot that are not insured by the Strata Corporation.

Insurance means the policy the Strata Corporation carries to cover loss (refer to policy).

LCP or Limited Common Property means, common property designated for the exclusive use of the Owners.

Occupant means a person, other than the owner, who occupies a Strata lot.

Owner means, a person, including an owner developer who is a person shown in the register of a land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the persons own right or in a representative capacity.

Parking Space means the LCP driveway (if applicable), the area within the garage, or guest parking.

Passages means, CP walkways that extend to the border of the property.

Patio means, LCP exclusive use to a Strata Lot.

Property Manager means, the Strata Property Agent.

Roadways means, CP curbed roadways which must be kept clear.

Sidewalk means, CP sidewalk.

S.G.M. or Special General Meeting means a meeting of owners other than the Annual General Meeting.

Strata Lot means a lot shown on a strata plan.

Strata Plan means the surveyed plan registered at Land Titles office indicating location and/or placement of buildings, strata lots, LCP AND CP.

Strata Corporation means the legal entity of LMS 4530 as registered at Land Titles Office.

Visitor means, Guest, servant, agent or employee of an Owner.

Walkway means, CP sidewalk

The Strata Property Act states;

Bylaws may provide for the control, management, maintenance, use and employment of the strata lots, common property and common assets of the Strata Corporation and for the administration of the Strata Corporation.

The Strata Corporation may make Rules governing the use, safety, and condition of the common property and common assets.

As for any community, Rules must be established to ensure the rights of individuals are protected consistent with the best interests of the community. Bylaws and their administration must be fair to all residents and stand the tests of transparency, common sense and consistency while being capable of enforcement. The objective is to reflect the culture and wishes of the residents to reside in a community that values co-operation, understanding, and tolerance, including consideration for others.

This document incorporates the relevant clauses of the Strata Property Act, 1998 and Strata Property Amendment Act, 1999 which act to regulate the functioning of Strata Corporations and stand as the legislation controlling all aspects of Strata management and Owner participation

DIVISION 1 - DUTIES OF OWNERS, OCCUPANTS AND VISITORS

1. Late Payment of Strata Fees:

- (1) Strata Fees are due on or before the first day of the month to which the Strata Fees relate.
Payment later than the 15th of each month shall be subject to a \$25.00 fine. An additional \$25.00 fine per month shall be charged to the Strata lot for every month the owner is in arrears, regardless of the amount, until the arrears are brought current.
- (2) Payments made during a period of being in arrears will be considered to be applied to the oldest payable.

Council may, upon appeal by an owner assessed a fine; waive the application of all or part of fines for reasons of extenuating circumstances.

2. Repair and Maintenance of Property by Owners

- (1) It is the Owners responsibility to repair and maintain the Owners strata lot including improvements, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- (2) It is the Owners responsibility to repair and maintain Limited Common Property which is for their exclusive use,
- (3) It is the Owners responsibility to maintain and repair all of the following:
 - (a) any attached hardware on doors, weather-stripping for doors and seals in windows that fail over time;
 - (b) garage doors, including all moving parts, garage door openers and remote controls.

3. Use of Property

- (1) An Owner, occupant or Guest must not use a Strata Lot, LCP and Common Property or Common Assets in a way that in the opinion of the Strata Council:
 - (a) causes a nuisance or hazard to another person(s),
 - (b) causes unreasonable noise,
 - (c) interferes with the rights of other persons for use and quiet enjoyment of the LCP, Common Property, Common Assets or another stratalot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the Strata Lot, LCP or Common Property is intended as shown expressly or by necessary implication on or by the Strata Plan.
- (2) (a) An Owner, occupant or Guest shall not cause damage, other than wear and tear, to the LCP, Common Property, Common Assets or those parts of a Strata Lot which the Strata Corporation is responsible to repair and maintain under these Bylaws or insure under section 149 of the Act.

- (b) No additional gates or openings shall be permitted to the existing perimeter fences at Crescent II.
- (c) The Strata Corporation grants approval for the hot tubs existing at Units 51, 74, 95 and 97, located at 3500 144th Street, Surrey, BC pursuant to s. 76 of the Strata Property Act. They will be allowed to remain in place, provided that the homeowner/resident of each unit complies with the Bylaws of the Corporation and the following Bylaw: (Added June 21, 2004)

Adherence to Bylaw 3 (2)(c).

1. If the building has been penetrated, the homeowner must seal around the penetration, and is responsible for any water damage, structural integrity, and any other damages that may arise from the penetration of the building. The hot tub must be placed on a concrete pad. If the hot tub is removed, the homeowner must repair, and otherwise restore the building to its original condition. The patio and/or yard area must also be restored.
2. Electrical cords/wiring must be CSA approved for outdoor use. The power source/outlet must meet the manufacturer requirements for amperage/wattage of the hot tub to be installed and the hot tub must meet, in all aspects, all applicable federal, provincial, and local laws, regulations, codes and/or standards.
3. Drainage of water from the hot tub must be into sanitary drains or in a manner that does not cause erosion or flooding to neighbouring units. The homeowner/resident is responsible for any damage to common property or other units caused by leakage or improper drainage and care.
4. The homeowner/resident shall provide adequate safety measures for the hot tub, including but not limited to using a locking cover for the hot tub when not in use.
5. The homeowner/resident shall maintain at least \$2,000,000.00 liability insurance, to cover claims involving the hot tub. Upon request, proof of insurance must be provided to the Strata Corporation.
6. The homeowner/resident shall ensure the hot tub is in proper working order and in compliance with all applicable City of Surrey codes.
7. Upon sales of a unit, if the hot tub is permanently installed, the hot tub will convey to the new owner. The new homeowner shall abide by the Hot Tub Bylaw. If the hot tub does not convey, the seller is required to restore the patio and/or yard area as set out in #2 above.
8. Upon approval of this Bylaw by the Annual General Meeting, Management will notify the current homeowners. Homeowners will have 30 days from the notification date to produce the appropriate insurance papers.
9. The Exterior appearance of the hot tub and cover must be maintained by the homeowner/resident to keep them in a "like-new" appearance.

- (3) An Owner, occupant or guest shall not:
- (a) use the Strata Lot for any purpose which involves undue traffic or noise in or about the Strata Lot, LCP or Common Property between the hours of 11:00 P.M. and 7:00 A.M. or that encourages loitering by persons in or about the Strata Lot or Common Property;
 - (b) make, cause or produce unreasonable noise, smell, vibration or glare in or about any Strata Lot, Common Property or LCP or do anything which will interfere with any other Owners, or Occupants;
 - (c) use any musical instrument, wind chimes, amplifier, sound reproduction equipment or other device within or about any Strata Lot, the Common Property or any LCP, that causes a disturbance or interferes with the comfort of any other Owners or occupants;
 - (d) obstruct or use the Roadways, Sidewalks, Walkways, Passages and Driveways of the Common Property or LCP for any purpose other than entering or leaving the Strata Lots or parking areas within the Common Property or LCP of the Strata Plan;
 - (e) do anything that will increase the risk of fire or the rate of Insurance on the Building or any part thereof;
 - (f) allow a Strata Lot or LCP to become unsanitary or a source of odor;
 - (g) feed any birds or wild animals from a Strata Lot, LCP or Common Property, but this shall not apply to pet(s) permitted to be kept in a Strata Lot pursuant to these Bylaws and the Rules made hereunder, which pet(s) shall be fed only within a Building;
 - (h) install any window coverings, visible from the exterior of his or her Building, which are not off-white or neutral in colour;
 - (i) hang or display any advertising, laundry, washing, clothing, bedding or other articles from windows, Patios or other parts of the building so that they are visible from the outside of the Building;
 - (j) use or install in or about a Building any shades, window film, awnings, window guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the Council;
 - (k) erect on or fasten to the Building, the Common Property or any Limited Common Property any television or radio antenna or similar structure or appurtenance thereto, except those installations approved in writing by the Council. Such appurtenances shall not exceed 24 inches in diameter;
 - (l) place any signs, (except security signs) billboards, corporate logos, notices or other advertising matter of any kind on, or visible from, the exterior of a Strata Lot or Building;
 - (m) however, a generic sign for purchasers to Contact your realtor for sales in this area will be displayed in a discrete manner on 144th Street
 - (n) ride any unlicensed motorized mechanical device, except for mechanical devices used by disabled persons, on Limited and Common Property, including roadways, sidewalks, pathways, etc.
 - (o) store or keep hazardous materials in or about the strata lot, Limited Common Property.

- (p) allow the Occupants or their Guests to play basket ball, baseball, hockey or other street games that are noise related on LCP or Common Property;
 - (q) allow the Occupants or their Guests to skateboard, roller blade or bicycle ride or such activity on Common Property except when entering and leaving the property on bicycle or on roller blades.
 - (r) allow the Occupants or their Guests to act in a harmful or dangerous manner on LCP CP, or in the vicinity of the water features and ponds;
 - (s) allow the Occupants or their Guests to apply chalk to the walkways or roadways;
 - (t) use barbeques or heating devices other than those fuelled by natural gas, propane gas or electricity. No Owner shall operate his or her barbeque in a manner which, in the opinion of the Strata Council, interferes with another Owners enjoyment of his Strata Lot. All cooking or heating devices must be kept at a minimum of 24 inches away from the building exterior walls when in use. Strata Lot Owners or residents are responsible for heat damage to the building envelope.
 - (u) Composting of organic materials is not permitted
- (4) (a) An Owner, occupant or Guest when operating a vehicle, shall keep right when entering a round-a-bout on the Common Property of the Crescent II Strata Corporation.
 - (b) An Owner, occupant or guest, when operating a vehicle, shall observe the posted speed limit of 15 km/hr., on Common Property of the Crescent II Strata Corporation.

4. Pets

Within this Bylaw, where ever Common Property is shown, Limited Common Property also applies.

- (1) An Owner or Occupant shall be entitled to keep two (2), but not morethan two (2), domestic Pets in a Strata Lot. An Owner or Occupant that keeps a Pet(s) must comply with these Bylaws and any Rules enacted by the Strata Council on behalf of the Strata Corporation pursuant to Bylaw 3 with respect to the keeping of Pets.
- (2) An Owner or Occupant who keeps a Pet(s) in a Strata Unit, either permanently or temporarily, shall register that pet with the Property Manager.
- (3) An Owner of a dog shall attach a collar to the Pet with a tag identifying the Owner.
- (4) An Owner or Occupant must keep a dog(s) on a leash while on Common Property, or unless confined by a fence approved by Council.
- (5) An Owner of a Pet shall not permit the Pet(s) to defecate on the Common Property, and if any Pet(s) does defecate on the Common Property, the Owner shall immediately and completely remove all of the Pet's waste from the Common Property and dispose of it in a waste container or by some other sanitary means.

- (6) An Owner or Occupant whose Guest brings a Pet(s) onto the Common Property shall ensure that the Guest complies with all requirements of these Bylaws as they relate to Pets and shall perform all of the duties and obligations with respect to that Pet as set out in these Bylaws.
- (7) No Owner or Occupant shall permit its Pet(s) to interfere with any other person, Pet or object, or permit its pet to disturb any other Owner Occupant with uncontrolled barking or howling.
- (8) The Strata Council may, from time to time on behalf of the Strata Corporation, enact such Rules with respect to the keeping of Pets as the Strata Council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these Bylaws and any such Rule, the provisions of these Bylaws will prevail.
- (9) If any Owner or Occupant violates any provision of this Section 4 on a continuing basis without correction, or if the Strata Council on reasonable grounds, considers a Pet to be a nuisance the Strata Council may, by written notice to such Owner or Occupant cause such Owner or Occupant to have the Pet removed from the Strata Lot within thirty days of receiving such notice.
- (10) Pet(s) are not to be left outside if they are known to cause a disturbance.
- (11) Vicious Pets, as defined by the pet Bylaw of the City of Surrey, are not permitted.

5. Inform Strata Corporation

- (1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owners' name, Strata Lot number and mailing address outside the Strata Plan, if any.
- (2) On request by the Strata Corporation, an Occupant must inform the Strata Corporation of his or her name.

6. Altering Exterior Appearance

- (1) An Owner must obtain the written approval of the Strata Council before making an alteration to a Strata Lot, LCP or Common Property that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, patios, fences, screens or similar attached or near to the exterior of a Strata Lot or LCP;
 - (d) doors, windows (including the casings, the frames and sills of such doors, windows) on the exterior of a Strata Lot or LCP, or that front on the Common Property (i.e. including, for example, adding security devices to the entrance door to a Strata Lot);
 - (e) fences, railings, screens, gates, security bars, signage or similar structures that front the Strata Lot, CP or LCP;
 - (f) those parts of the Strata Lot which the Strata Corporation must insure under section 149 of the Act.

- (g) removal or replacement of lawn, bushes, or trees. However, planting of annuals and perennials is permitted on Common Property flowerbeds, at the owners' expense. Maintenance and removal of annuals shall be the responsibility of the owner for that year.
 - (h) displaying of Christmas lights and decorations are permitted, between December 1 and January 31. All lighting and displays should be removed by January 31 each year. The Owner of that Strata Lot shall accept responsibility for any hazard, accident or damage relating to Christmas lights or decorations. Decorations are not permitted on the roof.
 - (i) additional ground security lighting is permitted provided it meets a standard established by the Strata Council and considered temporary. Hard-wired lighting is not permitted. Repairs and maintenance are the Owners' responsibility.
 - (j) additional irrigation is permitted provided it meets a standard acceptable to Strata Council and that it is properly connected to the in unit water supply and that it is equipped with a proper back flow preventer. Repairs and maintenance are the Owner's responsibility. The owner of any sprinkling system, whether a permanent in ground system or a temporary above ground system using hoses is also responsible for compliance with any sprinkling regulations established by the City of Surrey or the Greater Vancouver Regional District and any fines imposed on the Strata by any authority shall be the responsibility of the offending owner.
- (2) The Strata Council must uphold the design concept of the development and shall not grant an alteration that would not enhance the development. In the case of a dispute, the Voluntary Dispute Resolution, Bylaw 34, will apply or, failing that, by a decision made at a S.G.M. or A.G.M.
 - (3) When an application is received in writing for an alteration, the Strata council must respond in writing within 30 days.
 - (4) When an alteration is granted, the Owner of the Strata Lot must provide an acceptable completion time that must be followed.
 - (5) Maintenance, repairs, replacement and liability of any addition/modification to Common or Limited Common Property, whether authorized by the Developer, Council or not, is the sole responsibility of the current Owner or any subsequent Owner of the Strata Lot where such addition or modification such as an awning or patio extension etc. is located. (Amended June 2006)
 - (6) Procedure to alter exterior appearance:
At a Strata Council meeting, an Owner submits a plan and written application. Council may or may not recommend the plan. If the plan is recommended or rejected, it will be recorded and highlighted in the minutes. This gives the Owners an opportunity to submit their objection or support of the motion prior to the next Council meeting. At the next Strata Council meeting, Council approves or rejects the motion based on additional correspondence or input from other Owners. In the case of a dispute, the Voluntary Dispute Resolution, Bylaw 34, will apply or, failing that, by a decision made at a S.G.M. or A.G.M.

7. Insurance

- (1) An Owner must obtain the written approval of the Strata Council before making an alteration to Common Property, including Limited Common Property, or Common Assets.
- (2) The Strata Council may require as a condition of its approval that the Owners agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the Strata Council, evidence of appropriate insurance coverage relating to the alteration.
- (3) In the event that loss or damage occurs to a Strata Lot, Common Property, Limited Common Property or Common Facilities that gives rise to a valid claim under the Strata Corporations insurance policy, the Owner of the Strata Lot from where the damage originated is responsible for the deductible portion of the Strata Corporations policy relative to the loss or damage.
- (4) Owners are responsible for providing adequate insurance for the use of outdoor events or garden parties. Owners shall be held responsible for all claims resulting from that event or party.
- (5) In the event that an Owner or any member of their family or guests, servants or agents cause damage not covered by insurance, the strata lot Owner shall be held responsible for such loss and promptly reimburse the Strata Corporation for the full costs of repair.

8. Inspection of Strata Lots for Bylaw Compliance

- (1) An Owner, Occupant or Guest must allow a person authorized by the Strata Council 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 hour's written notice,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure under the Strata Act; and
 - (ii) to ensure compliance with the Strata Act and these Bylaws.
- (2) The notice referred to in subsection (1b) must include the date and approximate time of entry and the reason for entry.

DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION

9. Repair and Maintenance

- (1) The Strata Corporation unless previously agreed in writing, must repair and maintain all of the following:
 - (a) common assets of the Strata Corporation;
 - (b) Common Property that has not been designated as Limited Common Property;
 - (c) Limited Common Property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) the casings, frames and sills of doors and windows and the doors and windows on the exterior of the building;
 - (E) fences, gates, railings and similar structures that enclose patios, balconies and yards.
- (2) Doors, windows, casings, frames, sills, weather stripping and window seals damaged due to owner neglect, accident or negligence are fully the responsibility of the owner to repair and/or replace.

10. Other Duties

- (1) The Strata Corporation must on the written request of an Owner or mortgagee of a Strata Lot, produce to him or her the insurance policies effected by the Corporation and the receipts for the last premiums
- (2) The Strata Corporation may do one or more of the following:
 - (a) 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;
 - (b) borrow money required by it in the performance of its duties or the exercise of its powers;
 - (c) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage or unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
 - (d) invest as it may determine in separate accounts money in the fund for administrative expenses, or in the contingency reserve fund;
 - (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 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, unless the Strata Corporation by unanimous resolution otherwise resolves;
- (g) designate an area as Limited Common Property and specify the strata lots that are to have use of the Limited Common Property;
- (h) make Rules it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the common property, common facilities or other assets of the Corporation;
- (i) do all things necessary for the enforcement of the Bylaws and the Rules of the Strata Corporation, and for the control, management and administration of the Common Property, common facilities or other assets of the Strata Corporation, generally including removing privileges in the use of certain facilities, or setting and collecting fines for contravention of the Bylaws and Rules.
- (j) subject to this Act, determine the levy for the contingency reserve fund which must be not less than 10% of the total annual budget, until the reserve reaches an amount equal to or greater than 25% of the annual general budget, after which annual contributions may be determined by Council with approval of the Annual General Meeting.

DIVISION 3 - COUNCIL

11. Council Size

- (1) The maximum number of seven positions shall be attempted to be filled by election at an A.G.M. and shall not be reduced except by approval of a 3/4 vote at an A.G.M. or S.G.M.
- (2) A Council member shall not be eligible for re-election after serving three consecutive terms on council. Eligibility shall be restored after a one year absence from Council. If no candidate is willing to stand for election during an A.G.M. and if the absence of a candidate would leave council short of the maximum number allowed under these by-laws this provision shall be waived.

12. Council Members Terms

- (1) The term of office of a council member ends at the end of the Annual General Meeting at which the new Council is elected.
- (2) A Council member shall not be eligible for re-election after serving three consecutive terms on council. Eligibility shall be restored after a one year absence from Council. If no candidate is willing to stand for election during an A.G.M. and if the absence of a candidate would leave council short of the maximum number allowed under these by-laws this provision shall be waived.

- (3) The term of office of a Council member shall be for 1 year
 - (a) Subject to the conditions of article 12 (2) and other provisions of these bylaws, all serving members of council shall be eligible for re-election to a one year term of office at the Annual General Meeting.

13. Removing Strata Council Member

- (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 must hold an election at the same Annual or Special General Meeting to replace the Council member for the remainder of the term.
- (3) No person may stand for Strata Council or continue to be on Strata Council with respect to a Strata Lot if the Strata Corporation is entitled to register a lien against that Strata Lot under the Strata Act.
- (4) A member of Strata Council is deemed to have resigned after missing three (3) consecutive regularly scheduled Strata Council Meetings.

14. Replacing Strata Council Member

- (1) If a Strata Council member resigns or is unwilling or unable to act for a period of 3 or more months, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term.
- (2) A replacement Strata Council member may be appointed from any person eligible to sit on the Strata Council.
- (3) The Strata Council may appoint a Strata Council member under this section even if the absence of the member being replaced leaves the Strata Council without a quorum.
- (4) If all the members of the Strata Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a Special General Meeting to elect a new Strata Council by complying with the provisions of the Strata Act, and the Bylaws respecting the calling and holding of meetings.

15. Officers

- (1) At the first meeting of the Strata Council held after each Annual General Meeting of the Strata Corporation, the Strata 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 period of 2 or more months, the Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.

16. Calling Strata Council Meetings

- (1) Any Strata Council member may call a Strata Council Meeting by giving the other Strata 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 Strata Council Meeting may be held on less than one weeks notice if
 - (a) all Strata Council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation and all Strata Council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

17. Requisition of Strata Council Hearing

- (1) By application in writing, stating the reason for the request, an Owner may request a hearing. The hearing shall take place at a facility or room provided by the property manager.
- (2) If a hearing is requested under subsection (1), the Strata 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 Strata Council, the Strata Council must give the applicant a written decision within one week of the hearing.

18. Quorum of Strata Council

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

19. Strata Council Meetings

- (1) At the option of the Strata Council, Meetings may be held by electronic means, so long as all Strata Council members and other participants can communicate with each other.
- (2) If a Strata Council Meeting is held by electronic means, Strata Council members are deemed to be present in person.
- (3) Owners are welcome to attend Strata Council meetings as Observers. Observers are not permitted to participate in the discussion unless invited to do so by the chair.
- (4) Despite subsection (3), no Observers may attend those portions of Strata Council Meetings that deal with any of the following:
 - (a) Bylaw contravention hearings in accordance with Act;
 - (b) Rental Restriction Bylaw exemption hearings as outlined in the Act;
 - (c) any other matters if the presence of observers would, in the Strata Councils opinion, unreasonably interfere with an individual's privacy.

20. Voting at Strata Council Meetings

- (1) At Strata Council Meetings, decisions must be made by a majority of Strata Council members present in person at the meeting.
- (2) If there is a tie vote at a Strata Council Meeting, the President may break the tie by casting the deciding vote.
- (3) The results of all votes at a Strata Council Meeting must be recorded in the Strata Council Meeting Minutes.

21. Strata Council to Inform Owners of Minutes

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

22. Delegation of Strata Council's Powers and Duties

- (1) Subject to subsections (2) and (4) below, the Council may delegate some or all of its powers and duties to one or more Strata Council members or persons who are not members of the Strata Council, and may revoke the delegation.
- (2) The Strata 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 Strata Council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a Bylaw or Rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

23. Spending Restrictions and Procedures

- (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 Strata Council member may spend the Strata Corporation's money to repair or replace LCP, Common Property or Common Assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) Subject to subsection (4) below, if a proposed expenditure has not been approved in the budget or at an Annual or Special General Meeting, the Strata Corporation may only make such expenditures out of the operating fund if the expenditure, together with all other expenditures, whether of the same type or not, that were made pursuant to this subsection (3) in the same fiscal year, is less than \$2000.00.
- (4) If the Strata Corporation makes an expenditure under subsection (3) above, the Strata Corporation must inform the Owners as soon as feasible about the expenditure of more than \$2000.00 on any single item.
- (5) Notwithstanding subsection (3) above, the Strata Council can vote to, and make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.
- (6) Expenditures from the Contingency Reserve Fund of a non-emergency nature require a 3 / 4 vote of the Owners.

24. Limitation on Liability of Council Member

- (1) A Strata 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 Strata Council.
- (2) Subsection (1) does not affect a Strata Council member's liability, as an Owner, for a judgment against the Strata Corporation.

25. Council Duties

- (1) The Council must keep, in one location, or in the possession of one person, and must make available on request to an Owner or a person authorized by him or her, all of the following with copies and expenses to the Owner, plus an administration fee also at the expense of the owner;
 - (a) the Bylaws and changes in the Bylaws;
 - (b) a copy of special or unanimous resolutions;
 - (c) a copy of all legal agreements to which the Corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licenses, easements, or rights of way;
 - (d) a register of the members of Council;
 - (e) a register of the strata lot Owners, setting out the strata lot number, the name of the Owner, the unit entitlement, the name and address of any mortgagee who has notified the Strata Corporation;
 - (f) the annual budget for each year;
 - (g) the minutes of all general meetings and of all Council meetings.
- (2) A Council must do all of the following:
 - (a) keep minutes of its proceedings;
 - (b) cause minutes to be kept of general meetings;
 - (c) proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure takes place;
 - (d) prepare proper accounts relating to all money of the Corporation, and the income and expenditure of it, for each annual general meeting;
 - (e) on application of an owner or mortgagee, or a person authorized in writing to him or her, make the books of account available for inspection at all reasonable times.

DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES

26. Penalties

- (1) The Strata Corporation may fine an Owner a maximum of
 - (a) \$200 for each contravention of a Bylaw, and
 - (b) \$50 for each contravention of a Rule.
- (2) The Strata Corporation may impose a fine on an Owner for continuing contravention of a Bylaw or Rule every 7 days.
- (3) Each Owner is responsible for payment, without invoice, of any money (other than Strata Fees, but including Special Levies) owing to the Strata Corporation as provided for in the Act or these Bylaws.

- (4) If the Owner fails to pay any money so owing within 15 days after the date such money becomes due, the Owners will, receive a written notice. Fines of \$25.00 will be assessed each month thereafter.
- (5) Additional assessments, fines authorized by these Bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the Strata Corporation to enforce these Bylaws, as they may be amended from time to time, or any Rule which may be established from time to time by the Council pursuant to the Act or these Bylaws, shall become part of the assessment of the Owners responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a Bylaw will be calculated as a separate component of such assessment and the Strata Corporation may not register a lien against such separate component.
- (6) Should any portion of these Bylaws be deemed unenforceable by a court of competent jurisdiction, then for the purpose of interpretation and enforcement of the Bylaw, each Bylaw and subparagraph shall be deemed a separate provision and severable, and the balance of the provisions contained therein shall remain in full force and effect.

27. Continuing Contravention

- (1) 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

28. Quorum

- (1) Eligible voters holding 1/3 of the Strata Corporation's votes; present in person or by proxy. (One vote per unit)
- (2) Notwithstanding section 48(3) of the Act, if within 1 hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of a group of owners; but in any other case, the meeting shall stand adjourned for a further 1/4 hour from the time appointed and, if within ½ hour of the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

29. Person to Chair Meeting

- (1) Annual and Special General Meetings must be chaired by the President of the Strata Council.
- (2) If the President of the Strata Council is unwilling or unable to act, the meeting must be chaired by the Vice-President of the Strata Council.
- (3) If neither the President nor the Vice-President of the Strata 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.

30. Participation by Other than Eligible Voters

- (1) 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 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 occupants, must leave the meeting if requested to do so by a Resolution passed by a majority vote at the meeting.

31. Voting

- (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 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 the deciding vote.
- (6) Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) An Owner who is otherwise an eligible voter may not exercise his or her vote for a Strata Lot, except on matters requiring an unanimous vote, if the Strata Corporation is entitled to register a lien against that Strata Lot.

32. Order of Business

- (1) The order of business at Annual and Special General Meeting is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to Chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve Minutes from the last Annual or Special General Meeting;
 - (f) receive reports of Council activities and decisions since the previous Annual General Meeting, including reports of Committees, if the meeting is an Annual General Meeting;
 - (g) consideration of Special Resolutions (if any);
 - (h) ratify any new Rules made by the Strata Corporation in accordance with the Act.
 - (i) report on insurance coverage in accordance with the Act, if the meeting is an Annual General Meeting;
 - (j) approve the budget for the coming year in accordance with the Act, if the meeting is an Annual General Meeting;
 - (k) elect a Council, if the meeting is an Annual General Meeting;
 - (l) general discussion;
 - (m) renew or cancel the contract with the Property Management Company. Majority vote qualifies a decision;
 - (n) terminate the meeting.

33. Notices

- (1) Unless otherwise specifically stated in these Bylaws, delivery of any notice required to be given under this Act or under these Bylaws is sufficiently given if mailed to the Owner at the address of his or her strata lot or hand delivered to that address and posted on the Crescent II bulletin board.
- (2) A notice given by post shall be deemed to have been given 4 days after it was posted.
- (3) An Owner may at any time in writing advise the Corporation of a change of address at which notice shall be given, and after that the address specified is deemed to be the address of the owner for the giving of notices.
- (4) The word notice includes any request, statement or other writing required or permitted to be given the Strata Corporation to the Owner of the strata lot.

DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION

34. Voluntary Dispute Resolution

- (1) A dispute among Owners, the Strata Corporation, or the Strata Council 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 Strata Act, the Bylaws or the Rules.
- (2) A Dispute Resolution Committee consists of;
 - (a) one Owner of the Strata Corporation, one Strata Council Member, nominated by each of the disputing parties and one Owner 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.

DIVISION 7 - MISCELLANEOUS BYLAWS

35. Small Claims Actions

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

36. Electronic Attendance at Meetings

- (1) Attendance by persons at an Annual or Special General Meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.
- (2) Owners desiring to attend Annual or Special General Meetings by telephone or other electronic methods shall solely (or jointly equally share if more than one owner) be responsible for the costs and the provision of any necessary equipment.
- (3) The failure of the Strata Council or other designated individual(s) to properly set-up provided equipment or establish or maintain communication with the absent owner(s) shall not be grounds to invalidate the proceedings of the meeting.

37. Use of Patios, Balconies, Walkways Driveways and Limited Common Property.

- (1) An Owner shall not use their patio for storage or for hanging laundry or other items not specifically permitted by Council. Only patio furniture, free-standing barbecues and reasonable household items, may be located on balconies or patios. Placement of potted flowers and shrubs is permitted on patios, balconies, walkways and driveways.
- (2) An Owner or Occupant must not affix any indoor-outdoor carpeting on a patio or and/or balcony.

38. Parking

- (1) Owners, Occupants and Guests will use the interior roadways, driveways and parking areas only in compliance with these Bylaws. Owners and Occupants may not use Guest parking overnight without Council permission.
- (2) No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner which will reduce the width of an access roadway; i.e. no vehicle will park on a roadway, except as in 38.3.
- (3) No vehicle exceeding 4000 Kg. G.V.W. shall be parked or brought onto the Common Property without consent of the Strata Council, except when used in delivery, removal, or providing a service to the premises.
- (4) The parking of any type of recreational vehicle on Common Property or LCP, by an Owner or occupant (for up to 4 hours) is permitted for the purposes of loading and unloading. (A recreational vehicle. is defined as any motor home, travel trailer, camper or a boat on a trailer.)
- (5) Strata units 45, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 69, 70, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, and 89 have permitted parking on the driveway apron subject to 38.2. That is, parking is permitted on the driveway apron of the above strata units **provided** the parked vehicle fits on the apron; i.e. does not extend past the apron. The above strata units may be used for temporary overnight parking. Any vehicle parked on an ongoing basis for more than one day must be enclosed within the parking garage attached to the strata unit.
- (6) Residents shall advise their Guests to park their vehicles only in areas designated as Guest Parking. Guests may use Guest Parking for a period not to exceed 24 hours, or with the owners permission on the driveway apron of the strata units mentioned in 36 (5) above, subject to the same parking rules as Owners. Repetition of the 24 hour limit is not permitted without written consent (parking pass) of the Strata Council or designated member(s) of council or any other designated individual delegated such authority by council.
- (7) A resident shall use the garage spaces purchased as part of the Strata Lot, save and except for private arrangements with other Owners for the use of their garage. Garages shall not be leased or rented to a non-resident.
- (8) No major repairs or adjustments shall be made to motor vehicles on Common Property or Limited Common Property.
- (9) Owners will be responsible for the clean up of oil spills on Common Property and Limited Common Property.
- (10) A maximum speed of **15 km/h** shall apply within the Common Property.

- (11) Any vehicle which does not comply with these Bylaws may be removed at the Owners expense.
- (12) Council may from time to time by resolution prescribe Rules regarding the use and parking of vehicles within the Strata Plan.

39. Storage

- (1) Any Owner or occupant that leaves any item anywhere on or in the Common Property or on any Limited Common Property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is an insured under that policy.
- (2) An Owner or Occupant shall not use any part of the Common Property or Limited Common Property for storage, without the written consent of the Strata Council.
- (3) The storage of any RV, boat trailer or vehicle shall be completely enclosed within a parking garage appurtenant to a Strata Lot. The Owner shall accept liability for all hazards or accidents that may result from parking any RV, boat, trailer or vehicle in their garage.

40. Selling of Strata Lots

- (1) An Owner of a Strata Lot, when selling their Strata Lot is not permitted to display For sale sign(s), Realtor Sign(s) or signs of any kind within their Strata Lot or on Common or Limited Common Property.
- (2) An owner of a Strata Lot, when selling their Strata Lot will not hold or permit to be held, any public open house except in the manner prescribed by the Strata Council.
- (3) A generic sign will be provided in close proximity to 144th Street near the entrance
- (4) The sign shall read A Town homes For Sale, Contact your Realtor@ or the sign shall read A Townhome For Sale By Owner Contact ____-____-____.

41. Acquisition or Disposition of Personal Property

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

42. Rental Restrictions

No Owner shall be allowed to rent his or her Strata Lot or any portion thereof, except as provided in 38(7)

43. Age Restriction- Crescent II An Adult Community

Crescent II is an adult oriented community and is restricted to residents 19 years of age or older. However, where a person of less than 19 years of age is to be resident in any strata unit for a period in excess of 30 days, the Owner shall inform the Strata Council in writing, and state the expected maximum duration of the residence period.

In no event shall the maximum duration of the residence period exceed 120 days in a calendar year.

44. Boarding Houses

Boarding Houses, as defined under the bylaws for the City of Surrey, are prohibited.

45. Security

- (1) No Owner, Occupant or visitor shall let another person, including tradesmen or deliverymen, into the property when entering or leaving, unless that person is known to them.
- (2) If you are called on your Enterphone, verify who is on the Enterphone, before admitting.
- (3) No Owner, Occupant or Guest is permitted in any part of the restricted common areas of the Strata Corporation, such as the roof, electrical rooms, mechanical rooms and locked rooms other than their own; except with express permission of the Strata Council.
- (4) Solicitation is not permitted anywhere in or about the property for any cause, except as required by the Election Act (Canada) and similar provincial legislation.
- (5) An Owner, Occupant or Guest must not give entrance codes or other means of access to common areas to any person other than an employee, contractor, occupant or guest of the Strata Lot permitted by these Bylaws.
- (6) Lock boxes, with the exception of those belonging to the municipal or city fire department, are not permitted. Exception: to common areas where tradesmen may need to enter.

46. General

- (1) An owner or occupant shall remove ordinary household refuse and garbage from their strata lot and deposit it in front of the strata lot in an enclosed garbage container (as approved by the City of Surrey) no sooner than 7:00 PM on the evening prior to the scheduled collection day. Garbage containers are to be removed from common property or limited common property as soon as possible after collection and no later than 9:00 PM on the day collection takes place. Owners are responsible for cleaning up any debris from their garbage containers whether caused by the collection company or by birds, animals, wind or other causes.

- (2) The Owner or occupant shall remove any materials other than ordinary household refuse and garbage from the Common Property or Limited Common Property at his or her expense.
- (3) Garage/Lawn sales are not permitted.
- (4) Guests under 16 years must be supervised by an adult Owner in the vicinity of the ponds. Owners or Guests of owners of a strata lot are solely responsible for the supervision and safety of Guests in the vicinity of the ponds.