

TALL TIMBERS

STRATA PLAN - NW 1674

BYLAWS

Registered: December 20, 2001
Amended: December 19, 2006
Amended: February 6, 2012

Registration #: BR 347005
Registration #: BA 343325
Registration #: BB4036759

INDEX

DIVISION 1 - DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS	3
1. Late Payment of Strata Fees	3
2. Repair and Maintenance of Property by Owners	3
3. Use of Property	3
4. Pets	4
5. Inform Strata Corporation	5
6. Altering Exterior Appearance	5
7. Insurance	6
8. Inspection of Strata lots for Bylaw Compliance	6
DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION	7
9. Repair and Maintenance	7
DIVISION 3 – COUNCIL	7
10. Council Size	7
11. Council Members' Terms	7
12. Removing Council Member	7
13. Replacing Council Member	8
14. Officers	8
15. Calling Council Meetings	8
16. Requisition of Council Hearing	8
17. Quorum of Council	9
18. Council Meetings	9
19. Voting at Council Meetings	9
20. Council to Inform Owners of Minutes	9
21. Delegation of Council's Powers and Duties	9
22. Spending Restrictions	10
23. Limitation on Liability of Council Member	10
DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES	11
24. Penalties	11
25. Continuing Contravention	11
DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS	11
26. Quorum	11
27. Person to Chair Meeting	12
28. Participation by Other than Eligible Voters	12
29. Voting	12
30. Order of Business	12
DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION	13
31. Voluntary Dispute Resolution	13
DIVISION 7 – MISCELLANEOUS BYLAWS	13
32. Small Claims Actions	13
33. Electronic Attendance at Meetings	13
34. Use of Patios and Balconies	13
35. Storage, Parking and Roadways	14
36. Selling of Strata lots	15
37. Acquisition or Disposition of Personal Property	15
38. Rental	15
39. Landscaping	15
40. Fences	15
41. Losses Damages or Theft	16
42. Use of the Pool	16
43. General	16
44. Notice of Contravention	17
45. Strata Guidelines	17

Definitions for the purpose of these Bylaws:

Domestic pet – means cat or dog

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

1. Late Payment of Strata Fees

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

2. Repair and Maintenance of Property by Owners

- (1) An Owner must repair and maintain the Owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- (2) An Owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.

3. Use of Property

- (1) An Owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other residents, their families or their visitors to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan.
- (2) An Owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these Bylaws or insure under section 149 of the Act.
- (3) An Owner, tenant or occupant must not:
 - (a) use the strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
 - (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other Owner, tenant or occupant;
 - (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property, such that it causes a disturbance or interferes with the comfort of any other Owners, tenant or occupant;
 - (d) obstruct or use the sidewalks, walkways, passages, roadways and driveways of the common property for any purpose other than ingress or egress from the strata lots or

- (e) parking areas within the common property of the Strata Plan;
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 to become unsanitary or a source of odour;
- (g) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, solid suet or liquid hummingbird feed excepted, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these Bylaws and the Rules made hereunder, which pet shall be fed only in a strata lot;
- (h) hang or permit to be hung any clothing, bedding, laundry or washing on the common property or in or about his/her strata lot except on free standing folding racks on the patio, which must be brought in when not in use.
- (i) install any window covers other than drapes, curtains and blinds, visible from the exterior of the building, which in the opinion of Council are not in good taste . Flags, blankets, sheets, cardboard, paper or aluminum foil shall not be used as window coverings.
- (j) use or install in or about a strata lot any shades, 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 strata lot, 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;
- (l) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot
- (m) ride any mechanical device, except bicycles or mechanical devices used by disabled persons, on common property, including sidewalks, pathways, underground parking area, etc.
- (n) store or keep hazardous materials in or about the strata lot, underground parking area or common property.

4. Pets

- (1) No Owner, tenant or resident may acquire or keep any pet in or on the premises without obtaining prior written approval of the Strata Council.
- (2) The Council shall have the authority to levy fines up to and not exceeding \$200 per month per infraction for any infraction of this Bylaw.
- (3) An Owner, tenant or occupant who keeps a pet in a strata lot, either permanently or temporarily, shall register that pet with the Strata Council by providing to the Strata Council a written notice, signed by the Owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the Owner of the pet and a photograph of the pet.
- (4) An Owner wishing to acquire a pet will make written application to the Council, providing full details of the pet to be acquired prior to the Owner acquiring the pet. The Council will consider any such application at a duly constituted Council Meeting and will inform the Owner of its decision in writing. Tenants requesting a pet must have the Owner of their unit make an application and accept responsibility for the pet while on Strata Property

In deciding whether to allow a pet, the Council will consider all factors, including (but not limited to) noise, odour, potential danger to other residents, Owners and tenants and potential damage to strata property. In no event will any Owner or tenant be allowed to have more than two (2) pets per strata unit.

The Council will maintain a register of all pets, which have been approved by Council. All pets approved by the Council will be subject to the following regulations:

- (a) all pets must be kept indoors except as herein excepted.
- (b) pets, temporarily out of doors, must be on a leash and controlled at all times, while on the Strata Corporation property.
- (c) pet Owners must immediately and completely remove all pet waste from the common property and dispose of it in a waste container or by some other sanitary means.
- (d) no pets are allowed in the pool area.

Failure to comply with the above regulations will result in the Council having the option of levying a fine of \$50 per infraction and/or deeming the pet to be a “nuisance”.

Upon determination a pet being a “nuisance”, the Council will order removal of the pet from or in the premises. Failure to comply with an order from the Council to remove a pet from the premises within two weeks of such order, will result in the Council having the authority to levy fines against the Owner and/or tenant up to and not exceeding \$200 per month or any part thereof, until such removal.

- (5) An Owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these Bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these Bylaws.
- (6) No Owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other Owner, tenant or occupant with uncontrolled barking or howling.
- (7) The Strata Council may, from time to time on behalf of the Strata Corporation, enact such Rules with respect to the keeping of pets as the Strata Council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these Bylaws and any such Rule, the provisions of these Bylaws will prevail.

5. Inform Strata Corporation

- (1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner’s name, strata lot number and mailing address outside the Strata Plan, if any.

6. Altering Exterior Appearance

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, patios or other things attached to the exterior of a building;
 - (d) Doors and windows (including the casings, the frames and sills of such doors, and windows) on the exterior of a building .
 - (e) privacy fences
 - (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 will not unreasonably withhold its approval under subsection (1), as long as the alterations maintain the scheme of the complex with regards to colour etc, but may require as a condition of its approval that the Owners agree, in writing, to take responsibility for any expenses relating to the alteration.

- (3) An Owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the Council will alter the exterior appearance of the building without providing a written proposal complete with drawings, and receiving written approval from the Strata Council.

7. Insurance

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The Strata Corporation may require as a condition of its approval that the Owners agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the Strata Corporation, evidence of appropriate insurance coverage relating to the alteration.
- (3) In the event that loss or damage occurs to a strata lot, common property, limited common property or common facilities that gives rise to a valid claim under the Strata Corporation's insurance policy, and an Owner is responsible for that loss or damage, that Owner is responsible for payment for the deductible portion of the Strata Corporation's policy relative to the loss or damage.
- (4) Owners are responsible for providing adequate insurance for the use of outdoor barbecues. Owners will be held responsible for all claims resulting from the use of a barbecue.
- (5) In the event that an Owner or any member of their family or their guests, servants or agents cause damage to common property, limited common property or common facilities and the damage so caused is 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 or replacement of the damage done.

8. Inspection of Strata Lots for Bylaw Compliance

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

DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION

9. Repair and Maintenance

- (1) The Strata Corporation must repair and maintain all of the following:
- (a) common assets of the Strata Corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;

- (B) the exterior of a building;
- (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
- (D) original privacy fences
- (E) a strata lot in a Strata Plan that is not bare land Strata Plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building, and
 - (iv) fences, railings and similar structures that enclose patios, balconies and yards.

DIVISION 3 - COUNCIL

10. Council Size

- (1) The Council must have at least 3 and not more than 7 members.

11. Council Members' Terms

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

12. Removing Council Member

- (1) The Strata Corporation may, by a Resolution passed by a majority vote at 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 Council or continue to be on Council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under the Act.
- (4) A member of Council is deemed to have resigned after missing three (3) consecutive Council Meetings.

13. Replacing Council Member

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

14. Officers

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

15. Calling Council Meetings

- (1) Any Council member may call a Council Meeting by giving the other Council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A Council Meeting may be held on less than one week's notice if
 - (a) all Council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation and all Council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

16. Requisition of Council Hearing

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

17. Quorum of Council

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

18. Council Meetings

- (1) At the option of the Council, Council Meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
- (2) If a Council Meeting is held by electronic means, Council members are deemed to be present in person.
- (3) No person other than a member of the Council shall be entitled to attend a meeting of the Council unless authorized by a resolution of the Council. In the course of a meeting of Council, any person or persons (other than members of the Council) may be excluded from such meeting by a resolution of the Council.
- (4) Despite subsection (3), no observers may attend those portions of Council Meetings that deal with any of the following:
 - (a) Bylaw contravention hearings under section 135 of the Act;
 - (b) Rental Restriction Bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

19. Voting at Council Meetings

- (1) At Council Meetings, decisions must be made by a majority of Council members present in person at the meeting.
- (2) If there is a tie vote at a Council Meeting, the 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.

20. Council to Inform Owners of Minutes

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

21. Delegation of Council's Powers and Duties

- (1) Subject to subsections (2) and (4), the Council may delegate some or all of its powers and duties to one or more Council members or persons who are not members of the Council, and may revoke the delegation.
- (2) The Council may delegate its spending powers or duties, but only by a Resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The Council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a Bylaw or Rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

22. Spending Restrictions

- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these Bylaws.
- (2) Despite subsection (1), a Council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (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:
 - a. \$2000.00; or
 - b. 5 % of the total contribution to the operating fund for the current year;

whichever is less.
- (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 \$500.00 on any single item.
- (5) Notwithstanding subsection (3) above, the Strata Corporation can 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.

23. Limitation on Liability of Council Member

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

DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES

24. Penalties

- (1) The Strata Corporation may fine an Owner or tenant a maximum of
 - (a) \$200 for each contravention of a Bylaw, and
 - (b) \$50 for each contravention of a Rule.
- (2) The Strata Corporation may impose a fine on an Owner or tenant for continuing contravention of a Bylaw or Rule every 7 days.
- (3) Each Owner and tenant is responsible for payment, without invoice, of any money (other than Strata Fees, but including Special Levies) owing to the Strata Corporation as provided for in the Act or these Bylaws, and if the Owners or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the Owners or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$25.00 and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the

Owners or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the Owners or tenant.

- (4) Additional assessments, fines authorized by these Bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the Strata Corporation to enforce these Bylaws, as they may be amended from time to time, or any Rule which may be established from time to time by the Council pursuant to the Act or these Bylaws, shall become part of the assessment of the Owners responsible and shall become due and payable on the first day of the month next following, except that any 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.
- (5) 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.

25. 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

26. Quorum

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

27. Person to Chair Meeting

- (1) Annual and Special General Meetings must be Chaired by the 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.

28. Participation by Other than Eligible Voters

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

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

30. Order of Business

- (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 under section 125 of the Act;
 - (i) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting.
 - (j) approve the budget for the coming year in accordance with section 103 of 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) terminate the meeting.

DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION

31. Voluntary Dispute Resolution

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

and one Owners or tenant chosen to Chair the Committee by the persons nominated by the disputing parties, or

(b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

(3) The Dispute Resolution Committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 – MISCELLANEOUS BYLAWS

32. Small Claims Actions

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

33. 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.

34. Use of Patios and Balconies

(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, reasonable outdoor items, flowers and shrubs may be located on patios.

(2) An Owner, Tenant, occupant must not place any indoor-outdoor carpeting on a patio

35. Storage, Parking and Roadways

(1) The speed limit within the complex is 16 km/hr.

(2) Only vehicles with current registration and insurance in force shall be allowed in the parking areas.

(3) Any vehicle with expired decal, no license plates, or is not in operating condition, must be stored in the garage only. Any vehicle being stored in the garage must have storage insurance with a minimum limit of \$2,000,000.00 liability. A copy of the storage insurance must be forwarded to Council. Failure to comply will result in a \$50.00 per month fine.

(4) Mechanical repairs to motor vehicles in assigned parking areas or on common or limited common property are prohibited, other than routine vehicle checks and repairs of a minor nature. These repairs are to be completed on the same day as they are started.

(5) An Owner/resident shall not place or park on the common property or in any space designated for parking, (other than the enclosed garage designated for his/her strata lot) any recreational vehicles, trailers, campers or other mobile property or boats, except for loading and unloading, except with written permission from Council. Truck mounted campers excepted.

(6) Any Owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is an insured under that policy.

- (7) Residents are allowed to park as indicated on the attached parking map.
- (8) An Owner, tenant or occupant shall not:
- (a) use any parking space on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the Owner or, when specifically agreed with another Owner, the parking space assigned to the strata lot of that other Owner;
 - (b) park any vehicle on any roadway on the common property or on any limited common property; and
 - (c) use any part of the common property for storage, without the written consent of the Council.
 - (d) lease his or her parking space to person(s) other than a Resident of the Strata Corporation.
- (9) An Owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance, which spills or leaks onto the common property.
- (10) All vehicles parked in a visitor parking spot must display a Tall Timbers Unit and Block number on the dashboard visible through the windshield. Any vehicle to be left longer than 24 hours in one 7-day period, must receive prior Council permission.
- (11) Residents are responsible for keeping the parking areas and driveway clean. Storage of tires, car parts or any other items is not permitted in the driveways.
- (12) No parking of commercial vehicles in excess of 2,000 lbs. G.V.W. at any time except for loading and unloading purposes.
- (13) The use of unlicensed motorbikes, or any kind of off-road bikes or vehicles is prohibited.

36. Selling of Strata lots

- (1) An Owner of a strata lot, when selling his strata lot, will not permit Realtor "For Sale" signs to be placed on or about the common property or "For Sale" signs to be placed in the window of the strata lot.

37. Acquisition or Disposition of Personal Property

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

38. Rentals

- (1) Prior to renting a strata lot, an Owner must give the prospective tenant(s):

- the current Bylaws and Rules.
- A Notice of Tenant's Responsibilities in for "K".

And within 2 weeks of renting the strata lot, submit a copy of Form K to the Strata Corporation.

- (2) The Owner and the tenant are jointly and severally liable for a breach of the undertaking in Form K.
- (3) An Owner who rents or leases a strata lot shall deliver to the Strata Corporation or its agents:

- the name, occupation and address of each tenant or person who occupies the strata lot during the term of the tenancy.
- Where applicable, the business telephone number of the tenant(s).
- The current address of the Owner(s) of the strata lot.

39. Landscaping

- (1) Council has the authority to approve minor common area alterations so long as it is in keeping with the theme of the complex.
- (2) An Owner shall not plant or remove any trees without receiving written permission from the Strata Council. The Strata Council encourages changes and improvements

40. Fences

- (1) Owners must receive written permission of Council prior to installation of any new fences on common or limited common property. Before considering any such requests the Strata Council requires a written proposal complete with a diagram of the proposed fence complete with all pertinent dimensions

Fences must:

- (a) be constructed of wood
- (b) be no higher than the height of existing privacy fencing
- (c) extend no further than 26 feet from the patio door of the unit in question
- (d) include a gate, with a latch operable from both sides
- (e) fences must be painted by Owners to the same color as the siding
- (f) Owners will be responsible for the maintenance of any new fencing

41. Losses Damages or Theft

- (1) Owners will be held responsible for all actions and/or damages made by their guests or their tenant's guests, whichever the case may be. The Strata Corporation shall not be responsible for any loss, damage or theft of any of the resident's goods or chattels in any unit or stored in any storage or parking space provided by the Strata Corporation. Residents should check with their Household Insurance Agent and inquire about a Condominium Insurance Plan, which is part of your Household Insurance and covers hazards that could occur in a condominium.

42. Use of the Pool

- (1) Pool Hours: 10:00 a.m. to 9:00 p.m. (All residents) (Amended: AGM January 19, 2012)
- (2) No lifeguard provided. **SWIM AT YOUR OWN RISK**
- (3) Children 15 years of age and under, must be accompanied by a parent or a designated adult (18 years of age or older) at all times. **Children are not to be in the fenced pool area without an adult, at any time.**
- (4) Resident children 16 and 17 years of age are allowed in the pool without a resident adult, with the permission of their parent or guardian. They can only be responsible for themselves and **cannot accompany anyone.**
- (5) An adult may only accompany four (4) children 15 years of age and under at a time.
- (6) No running, rough play, or foul language is permitted in the pool or on the deck.
- (7) Food and alcoholic beverages are not permitted in the pool area. Non- alcoholic beverages are

permitted in non-breakable containers only, only on the pool deck, and must be properly disposed of. Air mattresses and large pool toys are not permitted in the pool when the pool is crowded.

- (8) Bathing apparel only is to be worn while swimming (no cut-offs).
- (9) Lifesaving equipment is to be used only in case of emergency.
- (10) Pets are not permitted in the pool area.
- (11) **NO SMOKING IN POOL AREA**
- (12) Residents are responsible for damage, repair, conduct of their guests, and must ensure that their guests comply with the Bylaws and Rules.
- (13) The Strata Council reserves the right to suspend or fine any person who does not comply with the Bylaws and Rules.
- (14) A charge will apply for additional or replacement pool keys.

43. General

- (1) An Owner, tenant or occupant shall remove ordinary household refuse and garbage in tightly sealed bags from his or her Strata lot and deposit it in front of the strata lot in an enclosed garbage container with a tight fitting lid.
- (2) The Owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.
- (3) No signs, billboards, advertising or notices of any kind shall be erected or displayed on the common property or strata lot, if visible from common property, without prior written approval of the Strata Council.
- (4) Garage/Lawn sales are permitted, but must be removed following the event each day
- (5) No Owner, tenant, occupant or visitor 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.
- (6) An Owner/resident shall not permit any unsightly debris to be collected around their strata lot.
- (7) The installation of basketball hoops to the exterior of any building in the complex or the use of free standing basketball hoops, is prohibited.
- (8) Owners are responsible for the cleaning, maintenance and repair of doors and windows.
- (9) Christmas lights may only be put up after November 15 of the current year and must be taken down by February 28 of the following year and shall not be attached in such a manner as to damage the buildings siding or structure.

44. Notice of Contravention

- (1) Where an Owner, a tenant or occupant of a strata lot contravenes the Act, the Bylaws or the Rules prescribed by the corporation, the Corporation, or it's agents, will notify the Owner, tenant or occupant in writing of the contravention and that letter will indicate the necessary steps to be taken to correct the contravention.

45. Strata Guidelines

- (1) Persons noting a breach or abuse of any common property are requested to report such incident to the Strata Council.
- (2) Persons causing damage to the common property are requested to immediately report such damage to the Strata Council.
- (3) Persons noting normal wear and tear which requires attention are requested to report such items to the Strata Council.
- (4) All Owners, tenants and occupants are requested to assist in the enforcement of Bylaws and Rules.
- (5) Any Owner, tenant or occupant leaving for an extended period of time is requested to deposit a duplicate key for the strata lot to the Council or a anyone immediately available to provide unit access in cases of emergency. Should an emergency arise, forced entry may have to be made and any resulting damage will be at the Owner's expense.