



**STRATA PLAN LMS 1043  
MICHAUD GARDENS**

**BYLAWS**

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MICHAUD GARDENS BYLAWS**

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**Amendments:**

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|---------------|-------------------|------------|
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**TABLE OF CONTENTS**

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|   |           |
|---|-----------|
| <b>DIVISION 1 - DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS .....</b> | <b>1</b>  |
| 1.    Payment Of Strata Fees and Special Levies .....                       | 1         |
| 2.    Inform Strata Corporation.....  | 1         |
| 3.    Use of Property .....   | 2         |
| 4.    Repair and Maintenance of Property by Owner.....                      | 3         |
| 5.    Obtain Approval Before Altering a Strata Lot.....                     | 4         |
| 6.    Obtain Approval Before Altering Common Property .....                 | 6         |
| 7.    Permit Entry to a Strata Lot.....                                     | 6         |
| 8.    Resident Age Restriction.....   | 6         |
| 9.    Rental Restrictions.....  | 7         |
| 10.   Pets and Animals.....   | 7         |
| <b>DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION .....</b>           | <b>8</b>  |
| 11.   Repair and Maintenance of Property by Strata Corporation .....        | 8         |
| 12.   User Fees .....   | 9         |
| <b>DIVISION 3 – COUNCIL .....</b>   | <b>9</b>  |
| 13.   Council Size & Eligibility.....                                       | 9         |
| 14.   Council Member's Terms .....  | 10        |
| 15.   Removing Council Member .....   | 10        |
| 16.   Replacing Council Member .....  | 10        |
| 17.   Officers .....  | 10        |
| 18.   Calling Council Meetings.....   | 11        |
| 19.   Quorum of Council.....  | 11        |
| 20.   Council Meetings .....  | 11        |
| 21.   Voting at Council Meetings .....                                      | 12        |
| 22.   Council to Inform Owners of Minutes .....                             | 12        |
| 23.   Delegation of Council's Powers and Duties.....                        | 12        |
| 24.   Spending Restrictions .....   | 13        |
| 25.   Limiting Expenditures of Council .....                                | 13        |
| 26.   Limitation on Liability of Council Members.....                       | 13        |
| <b>DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES .....</b>                   | <b>13</b> |
| 27.   Fines.....  | 13        |
| 28.   Continuing Contravention.....   | 13        |
| <b>DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS.....</b>                | <b>13</b> |
| 29.   Person to Chair Meeting .....   | 13        |
| 30.   Participation by Other than Eligible Voters .....                     | 14        |
| 31.   Voting .....  | 14        |
| 32.   Order of Business .....   | 14        |
| 33.   Quorum.....   | 15        |

**DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION..... 15**

34. Voluntary Dispute Resolution ..... 15

**DIVISION 7 - MISCELLANEOUS MATTERS ..... 16**

35. Small Claims Actions ..... 16  
36. Electronic Attendance at Meetings ..... 16  
37. Garbage Disposal and Recycling ..... 16  
38. Bicycles, Storage and Parking ..... 16  
39. Moving in/out Procedures ..... 18  
40. Sales of Strata Lot ..... 19  
41. Damage to Property ..... 19  
42. Hazards ..... 19  
43. Smoking..... 20  
44. Marijuana Cultivation ..... 20  
45. Insurance and Damage..... 21  
46. Security ..... 22  
47. Correspondence ..... 23  
48. Exterior Appearance ..... 23

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Strata Plan LMS 1043  
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Unless otherwise stated, all terms have the definitions/meanings prescribed in the Strata Property Act, S.B.C.1998, c.43 (The "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant. The schedule of Standard Bylaws to the Act does not apply to the Strata Corporation.

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**Division 1 - DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS**

**1. Payment Of Strata Fees and Special Levies**

- 1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate. The Strata Corporation prefers Owners submit a pre-authorized debit (PAD).
- 1.2 If an owner is late in paying their 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 starting from the date the payment was due and continuing until the last day of the month in which it is paid.
- 1.3 Where an owner submits a non-sufficient (NSF) cheque or dishonored automatic debit payment, the owner will be responsible for any bank fees charged against strata corporation and will be subject to a fine of \$25 and an additional administration charge of \$25.
- 1.4 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 1.5 Failure to pay a special levy on the due date will result in a fine of \$50 for each contravention of bylaw 1.4 for each and every month that the special levy is outstanding.

**2. Inform Strata Corporation**

- 2.1 An owner must notify the strata corporation of:
  - (a) the owner's name and any occupants' names, strata lot number, phone number(s), email address(s), and emergency contact information or any mailing address outside the strata plan, if any, within two weeks of becoming an owner.
  - (b) any changes to the information provided under bylaw 2.1(a) within two weeks of any such changes occurring; and
  - (c) a tenant's name and the names of the persons residing in the strata lot within two week of the tenancy starting.

### 3. Use of Property

- 3.1 A resident or visitor must not use a strata lot, the common property, limited common property or common assets in a way that:
- (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal or otherwise contrary to any provisions, rules, regulations or ordinances of any statute or municipal bylaw, whether federal, provincial or municipal,
  - (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.
- 3.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, limited 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.
- 3.3 A resident must not:
- (a) use a strata lot for any purpose which involves undue traffic or unreasonable noise in or about the strata lot, common property between the hours of **11:00 p.m. & 6:00 a.m.**;
  - (b) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
  - (c) leave or store anywhere on the common property or any limited common property, any items, including but not limited to shopping carts, except as permitted under these bylaws;
  - (d) use a barbeque, hibachi or other like cooking device on a balcony, deck or patio unless it is powered by propane or electricity and used in accordance with rules established by the strata corporation from time to time;
  - (e) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony or patio of a strata lot;
  - (f) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
  - (g) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
  - (h) allow a strata lot to become unsanitary or a source of odour;

- (i) feed pigeons, gulls, crows 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. Despite this bylaw, a resident may feed from a strata lot a pet permitted under bylaw 10;
  - (j) hang or display any laundry, washing, clothing, bedding or anything from windows, balconies or other parts of the building so that they are visible from the outside of the building;
  - (k) use or install in or about a strata lot, any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
  - (l) 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;
  - (m) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot, the common property or limited common property;
  - (n) give any keys, combinations, security cards or other means of access to the building, the parking garage or common property to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;
- 3.4 A resident must not use, or permit to be used, the strata lot except as a single family dwelling.
- 3.5 A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, whether arranged through websites such as Airbnb, VRBO, Premiere Executive Suites or through companies that advertise this type of accommodation. Without limiting the generality of this bylaw, a resident must not enter into a license for the use of all or part of a strata lot for accommodation purposes. Any breach of this bylaw is subject to a fine of up to \$1,000 per day
- 4. Repair and Maintenance of Property by Owner**
- 4.1 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.
- 4.2 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.
- 4.3 No power washing is permitted unless approved, in writing by council;

## 5. Obtain Approval Before Altering a Strata Lot

- 5.1 An owner intending to apply to the Strata Corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration. The owner must determine whether the *Workers Compensation Act, Occupational Health and Safety Regulation* and/or related regulations apply to or have any impact on the intended alteration (for example, whether asbestos or lead paint must be addressed as part of the intended alteration and under what conditions).
- 5.2 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) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors or windows (including the casings, the frames and the sills of such doors or windows) on the exterior of a building, or that front on the common property (ie. including, for example, adding security devices to the entrance door to a strata lot);
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act; (Property Insurance)
  - (h) wiring, plumbing or other services;
  - (i) installing or replacing tile or hardwood floors. (see Bylaw 5.8)
- 5.3 The strata corporation must not unreasonably withhold its approval under bylaw 5.2 but will require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and any other terms or conditions set out in the Indemnity Form, which can be obtained by the property manager. The alteration must not be started until the owner receives the written approval of the council and provided to the property manager a completed Indemnity Form. (Owners should retain a copy of the Form to give to the new owners when the strata lot is sold).
- 5.4 A resident 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.
- 5.5 With any repair, renovation or alteration an owner must give the Council or their representative, two working days' notice prior to the scheduled arrival of trade persons (except in emergency situation), or the delivery of materials.



- 5.6 An owner must ensure that any fireplace, electrical or plumbing repairs, renovations or alterations are done by licensed and insured trade persons with the appropriate coverage under WorkSafeBC.
- 5.7 An owner performing or contracting with others to perform repairs, renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.
- 5.8 In addition to the requirements set out in bylaw 5, an owner renovating or installing or replacing hard surface flooring must:
- (a) ensure that the hours of work by the TRADE persons doing the installation is restricted to between 8 a.m. and 5 p.m. Monday through Friday, 10 a.m. and 5 p.m. Saturdays, Sundays and Statutory Holidays;
  - (b) notify residents located above, below and on both sides of the owner's strata lot of the dates and times of the work at least 48 hours' in advance of starting the installation;
  - (c) book the elevator through the building manager at least 48 hours in advance of the delivery or removal of materials and use the protective pads in the elevator during the removal and delivery of any materials.
  - (d) ensure that none of the materials used are placed in the strata corporation's garbage containers. An owner must arrange for off-site disposal.
  - (e) maintain the cleanliness of all the common property areas used for the transportation of materials;
  - (f) pay for the costs of repairing any damage to common property areas that may be caused by the owner or their contractors as a result of the installation.
  - (g) hire a licensed, insured and qualified floor installer;
  - (h) install floor underlay with the highest Impact Insulation Class or IIC rating. The I-rating shall be a minimum of IIC 73 or STC 73 or better. Underlay is to be installed between the finished floating floor and the concrete/plywood base.
  - (i) Ensure that no less than sixty percent (60%) of such hard floor surfaces, except kitchens, bathrooms, laundry rooms and entry areas, are covered with area rugs or carpet.
  - (j) ensure that residents or visitors not use hard soled shoes on and avoid dragging furniture or other heavy objects across the flooring surfaces.
  - (k) fit chair legs with felt pads.
  - (l) avoid activities that will cause unnecessary noise such as, bouncing balls, dancing and stomping of feet;

- (m) separate any noise or vibration inducing equipment from the floor with adequate cushioning.

5.9 A resident whose strata lot has hard surface flooring must take reasonable steps to satisfy noise complaints where the noise transference is unreasonable.

## **6. Obtain Approval Before Altering Common Property**

6.1 An owner must obtain the written approval of the strata corporation before making, or authorizing an alteration to common property, including limited common property or common assets.

6.2 The strata corporation will request as a condition of its approval that the owner agree, in writing, to the following:

- (a) the owner take responsibility for any expenses relating to the alteration;
- (b) the owner provides to the strata corporation, at its request, evidence of appropriate insurance coverage;
- (c) any other terms or conditions set out in the Indemnity Form, which can be obtained from the property manager. The alteration must not be started until the owner receives the written approval of the council and provided to the property manager a completed Indemnity Form. (Owners should retain a copy of the Form to give to the new owners when the strata lot is sold).

## **7. Permit Entry to a Strata Lot**

7.1 A resident must allow a person authorized by the Strata Corporation to enter the strata lot:

- (a) in an emergency, without notice, to ensure the safety or prevent significant loss or damage, and
- (b) at a reasonable time, on 48 hours' written notice,
  - (i) inspect, repair, replace or maintain common property, limited common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace and maintain under these bylaws or insure under section 149 of the Act; and
  - (ii) to ensure compliance with the Act and these bylaws.

7.2 The notice referred to in subsection 7.1(b) must include the date and approximate time of entry and the reason for entry.

7.3 If forced entry to the strata lot is required due to emergency access and the inability to contact the resident of the strata lot, the owner will be responsible for all costs of the forced entry incurred by the strata corporation.

## **8. Resident Age Restriction**

8.1 All persons residing in a strata lot must be at least **NINETEEN (19)** years of age or older.

8.2 A person under the age of NINETEEN (19) **MAY** visit for not more than SIXTY (60) consecutive days per calendar year and the Property Manager **MUST** be notified when the visit is going to be longer than fourteen (14) days.

## **9. Rental Restrictions**

9.1 There are no rentals allowed at LMS 1043. Despite this bylaw, a strata lot may be rented if an applicable exemption under sections 142, 143 or 144 of the Act applies.

9.2 Prior to possession of a strata lot by a tenant, the landlord must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.

9.3 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant in accordance with section 146 of the Act. (a form "K" is available from the Strata Manager)

9.4 The Strata Corporation will impose a fine of up to \$500.00 for a contravention of Bylaw 9.1 and may impose such a fine for a continuing contravention every seven (7) days. The strata corporation will take all necessary steps to terminate the tenancy, including, but not limited to, seeking a declaration or injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in enforcing the rental restriction bylaw will be the responsibility of the contravening owner and will be recoverable from the owner on a full indemnity basis by the strata corporation.

## **10. Pets and Animals**

10.1 A resident that keeps a pet must comply with these bylaws and any rules enacted by the strata council on behalf the Strata Corporation.

10.2 A resident may keep not more than two (2), domestic pets in a strata lot, subject to the following conditions:

(a) any dog must not exceed 18 inches in height at maturity for the breed. (height is measured at the top of the front shoulders). For dogs of mixed breeds, the standards of the largest breed of the mix will apply. Standards will be determined using the NCRAOA accepted standardization of the dog breed height/weight list. The exception is for the existing Owners in the Strata, as of January 6, 2004, has approval to replace their dog with one of the same breed.

(b) an aquarium must not exceed ten (10) gallons in size.

10.3 A pet owner must not feed a domestic pet on common property or limited common property.

10.4 A resident that keeps a pet in a strata lot, either permanently or temporarily, must register the pet(s) with strata council within 30 days of the pet(s) residing in a strata lot by providing to the strata council a written form, setting out the name, breed and colour of the pet(s), the strata lot number, the owners/residents name and

telephone number and the license number of the pet (when the pet is required to be licensed). (Contact Strata Manager for a copy of the pet registration form).

- 10.5 All pets MUST be on a leash while on common property or on land that is a common asset and the leash must not exceed six (6) feet.
- 10.6 A pet owner must not permit the pet(s) to urinate or defecate on the common property, and if any pet(s) does defecate on the common property, the resident must immediately and completely remove all of the pet's waste from the common property, bag it and dispose of it in a waste container.
- 10.7 A resident whose visitor brings an animal or pet onto the common property must insure that the visitor complies with all the requirements of these bylaws and will be responsible for ensuring all of the duties and obligations with respect to that animal or pet as set out in these bylaws are followed.
- 10.8 A resident must assume all liability for all actions by their permitted pet(s), visiting pet(s) regardless of whether they had knowledge, notice or of the likelihood of such action.
- 10.9 A resident must not permit their pet(s) or visiting pet(s) to interfere with any other person, or object, or permit their pet to disturb any other residents with uncontrolled barking or howling.
- 10.10 A resident must not keep in a strata lot any species of mammal, bird, amphibian or reptile that is listed in the B.C. Wildlife Act's Controlled Alien Species Regulations.
- 10.11 A resident must not keep a pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is, in the opinion of strata council, a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the strata council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- 10.12 No birdhouses or seed feeders of any kind are permitted to be kept on balconies, patios or strata lots, common property, limited common property or land that is a common asset. Despite this bylaw, up to four (4) sealed Humming bird feeders per strata lot are allowed on balconies.

## **DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION**

### **11. Repair and Maintenance of Property by Strata Corporation**

- 11.1 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) doors, windows, (including the casings, the frames and the sills of such doors, windows) on the exterior of a building or that front on the common property;
  - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan that is not a 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,
  - (iv) doors, windows (including casings, the frames and the sills of such doors, windows) on the exterior of a building or that front on the common property, and,
  - (v) fences, railings and similar structures that enclose patios, balconies and yards.

## **12. User Fees**

- 12.1 The Strata Corporation may impose a user fee on an owner, tenant, occupant or visitor for the use of the Amenities rooms. For a listing of current fees and guidelines, see the attached schedule of General Rules and Regulations.

## **DIVISION 3 – COUNCIL**

### **13. Council Size & Eligibility**

- 13.1 The council must have at least 3 and not more than 7 members.
- 13.2 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 section 116 (1) of the Act.

#### **14. Council Member's Terms**

- 14.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 14.2 A person whose term as council member is ending is eligible for re-election.

#### **15. Removing Council Member**

- 15.1 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.
- 15.2 After removing one or all council member(s), 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.

#### **16. Replacing Council Member**

- 16.1 If a council member resigns or is unwilling or unable to act for a period of two (2) or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 16.2 A replacement council member may be appointed from any registered owner eligible to sit on the council.
- 16.3 The council may appoint a council member under Bylaw 16.2 even if the absence of the member being replaced leaves the council without a quorum.
- 16.4 If all the members of the council resign or are unwilling or unable to act, for a period of two (2) or more months, person 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.

#### **17. Officers**

- 17.1 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.
- 17.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 17.3 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.
- 17.4 If an officer other than the president is removed, resigns, or is unwilling or unable to act for a period of two (2) or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

## **18. Calling Council Meetings**

- 18.1 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.
- 18.2 The notice in Bylaw 18.1 does not have to be in writing.
- 18.3 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.

## **19. Quorum of Council**

- 19.1 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
- 19.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

## **20. Council Meetings**

- 20.1 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.
- 20.2 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 20.3 Owners or spouses of owners may attend council meetings as observers only.
- 20.4 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.

20.5 The council may meet together for the conduct of business, adjourn and otherwise regulate its meeting as it deems fit.

## **21. Voting at Council Meetings**

21.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.

21.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second deciding vote.

21.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

## **22. Council to Inform Owners of Minutes**

22.1 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.

## **23. Delegation of Council's Powers and Duties**

23.1 Subject to Bylaws 23.2, 23.3 and 23.4, 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.

23.2 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 Bylaw 23.3.

23.3 A delegation of a general authority to make expenditures must:

- (a) set a maximum amount that may be spent, and
- (b) indicate the purpose(s) for which, or the conditions under which, the money may be spent.

23.4 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.
- (c) whether a person should be denied access to a recreational facility.



## **24. Spending Restrictions**

- 24.1 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.
- 24.2 Despite Bylaw 24.1 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.

## **25. Limiting Expenditures of Council**

- 25.1 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 expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this Bylaw 25.1 in the same fiscal year, is less than \$1,000.00.
- 25.2 If the strata corporation makes an expenditure under Bylaw 25.1 above, the strata corporation must inform owners as soon as feasible.

## **26. Limitation on Liability of Council Members**

- 26.1 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 of intended performance of any duty of the council.
- 26.2 Bylaw 26.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

### **DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES**

## **27. Fines**

- 27.1 Unless provided otherwise in these bylaws, 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.

## **28. Continuing Contravention**

- 28.1 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**

## **29. Person to Chair Meeting**

- 29.1 Annual and special general meetings must be chaired by the president of the council.

29.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

29.3 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, eligible to vote, who are present at the meeting.

### **30. Participation by Other than Eligible Voters**

30.1 Persons who are not eligible to vote may not participate in the discussion at the meeting.

30.2 Persons who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting

### **31. Voting**

31.1 At the annual or special general meeting, voting cards must be issued to eligible voters.

31.2 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.

31.3 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.

31.4 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.

31.5 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.

31.6 Despite anything in this section, an election of council must be held by secret ballot.

31.7 An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote or an 80% vote, if the strata corporation is entitled to register a lien against that strata lot, under section 116 of the Act.

### **32. Order of Business**

32.1 The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representative and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;

- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

### **33. Quorum**

- 33.1 If within 15 minutes from the time appointed for the Annual General Meeting or Special General Meeting a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain quorum for a meeting demanded pursuant to Section 43 terminates, and does not adjourn, that meeting.

## **DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION**

### **34. Voluntary Dispute Resolution**

- 34.1 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.
- 34.2 A dispute resolution committee consists of
- (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or

- (b) any number of persons consented to, or chose by a method that is consented to, by all the disputing parties.
- 34.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## **DIVISION 7 - MISCELLANEOUS MATTERS**

### **35. Small Claims Actions**

- 35.1 The Strata Corporation may proceed under the Small Claims Act, without requiring authorization by the owners, to recover money owing or compensation from an owner or other person.

### **36. Electronic Attendance at Meetings**

- 36.1 A person who is eligible to vote may attend an annual or special general meeting by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.
- 36.2 If an annual or general meeting is held by electronic means with a person, the person is deemed to be present for the purpose of the meeting.

### **37. Garbage Disposal and Recycling**

- 37.1 A resident must remove ordinary household refuse and garbage from their strata lot and deposit it in the containers in the garbage room provided for that purpose. All garbage must be bagged and tied before depositing in the appropriate containers. Any organic waste must be deposited in organics bins. Any materials other than ordinary household refuse and garbage must be removed from the strata plan property at the expense of the individual resident.
- 37.2 All large cardboard boxes must be collapsed and disposed of in the outside cardboard container.
- 37.3 No furniture is to be disposed of in the Garbage, Recycle Bins or around garbage rooms. Furniture MUST be removed from premises by Owner/Resident.

### **38. Bicycles, Storage and Parking**

#### **Bicycles**

- 38.1 No bicycles are to be kept on balconies or patios; instead, they must be stored within the owner's designated storage locker or parking stall to a maximum of two bikes per stall.

#### **Storage**

- 38.2 A resident must not store anything on any part of the common property, except as otherwise permitted in these bylaws. A resident may request written approval to store an item, such approval to be provided only in exceptional circumstances.

- 38.3 Any resident or visitor leaving any item anywhere on or in the common property or on any limited common property does so at their own risk.
- 38.4 A resident or visitor must not store hazardous or flammable materials or items that may deteriorate or attract pests in a storage locker or parking stalls.

### **Parking**

- 38.5 The secured underground parkade is for the use of the residents of Michaud Gardens. The following bylaws apply:
- (a) A resident must not permit any oversized, commercial or recreational vehicles including but not exhaustively, boats, trailers and campers to enter or be parked or stored on common property, limited common property or land that is a common asset.
  - (b) A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
  - (c) A resident storing a vehicle in a parking stall must provide a copy of storage insurance to the Strata Corporation on the commencement date of the storage.
  - (d) A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
  - (e) Any vehicle parked in violation of bylaw 39.5 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the resident or owner of the strata lot.
  - (f) A resident must wash a vehicle in a location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area. While washing, a resident must keep audio volume low.
  - (g) A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue. For oil leaks a metal drip tray or an absorbent oil mat must be used until the leak can be repaired.
  - (h) A resident must not allow their parking stall(s) to become unsanitary. The Council will take the necessary steps to render the stall sanitary at the expense of the resident and a fine may also be levied.
  - (i) A resident must not rent, lease or license their parking stall(s) to anyone other than a resident of their phase of the strata corporation.
  - (j) A resident must not carry out any oil changes or major repairs to motor vehicles or other mechanical equipment on common property (including

assigned stalls) or on any limited common property, except minor emergency repairs.

### **Visitor Parking**

- 38.6 A visitor, including authorized service vehicles, may park in parking stalls designated as "Visitor Parking".
- 38.7 A resident must not park in visitor parking.
- 38.8 Visitor parking stalls are on first come, first serve basis.
- 38.9 Any overnight visitor MUST display a parking pass or note with phase # and unit #. Maximum overnight parking is limited to 3 nights per 7 continuing days. An individual violating this is subject to a fine and/or towing.

### **39. Moving in/out Procedures**

- 39.1 For the purpose of this bylaw, any change in tenancy, occupancy or residency is considered a move in/out.
- 39.2 A resident must book an appointment for a moving time with the Resident Caretaker at least 7 days in advance. Full instructions for the operation of the move will be given by the Resident Caretaker.
- 39.3 The strata lot owner is responsible for any damage to common property arising from a move in/out of their strata lot. Prior to and immediately following the move, the Resident Caretaker or representative of the Council and the moving party will inspect the common property area where the move takes place to determine whether there is any damage.
- 39.4 Prior to the move, a resident must pay a non-refundable fee of \$100.00 for any move-in or move-out to cover wear and tear of the common property and other extra-related chores and expenses on behalf of the Strata Corporation, (including but not limited to the time to do the pre and post move inspections, administrative time to book and coordinate moves, instructing the resident on the operation of the move, the installation of elevator pads and issuance of the elevator key).
- 39.5 If a move takes longer than 4 hours, the owner is responsible for paying a fee of \$20.00 per hour (or any portion of the hour) for the costs of security after the fourth hour until the move is completed.
- 39.6 All moves must take place between 8:00am and 8:00pm Monday through Friday and 8:00 am through 5:00 pm on Saturday, Sunday or Statutory Holidays.
- 39.7 A resident using the elevator during a move must ensure that the ELEVATOR SERVICE KEY is used to control the elevator and that the doors not be jammed open in any manner. Damage to the elevator is possible if jammed open or forced open for long periods of time even if using a pushbutton)
- 39.8 A resident contravening any of bylaws 39.2 to 39.7 shall be subject to a fine of \$200.00.

#### **40. Sales of Strata Lot**

- 40.1 Real Estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.
- 40.2 No realtor lock boxes are permitted on property.
- 40.3 An owner must ensure that realtors meet clients at the front entrance and escort them to and from the unit for sale.
- 40.4 An owner may hold an "open house" but only if the realtor arranges for an assistant to escort potential buyers from the building entrance door to the unit and back to the building entrance door.
- 40.5 An owner must ensure that entrance doors to the common property are not left open or unlocked for the purpose of "open house" selling.
- 40.6 A resident must allow inspection of the balcony or patio (limited common property) upon 48 hours' written notice by a representative of the strata corporation before the unit is sold.

#### **41. Damage to Property**

- 41.1 A resident or visitor must not do anything on common property likely to damage or prevent the reasonable growth of plants, trees, bushes, flowers or grass.
- 41.2 A resident or visitor must not drive or place nails, screws or such like items into vinyl siding, wood and other exposed areas on common property, doors or windows that front onto common property (including limited common property), or the exterior of the building, A resident or visitor must not make any holes on the exterior of the strata lot or building for any reason or purpose unless approved in writing by council in accordance with bylaw 5 or 6, as applicable.

#### **42. Hazards**

- 42.1 Waterbeds are not permitted.
- 42.2 No live or fresh cut Christmas trees are permitted. All artificial Christmas trees must be fire resistant and comply with the safety standards of electrical products (e.g. UL, CSA Approved).
- 42.3 All propane or electric barbecues, and like cooking devices must be a minimum of 18 inches from walls or glass balcony railings. (if above cooking devices are considered unsafe by the Strata Corporation then the devices must be removed)
  - (a) No wood or charcoal cooking devices are permitted;
  - (b) No fire pits, fire pots or meat smokers of any kind are permitted;
  - (c) No propane heaters are permitted.

42.4 Despite any other bylaw, the strata corporation is responsible for the annual review of in unit smoke detectors and alarms. A resident must provide access to the strata lot for this purpose on 48 hours' written notice. If access is not granted, the owner will be subject to a fine and the costs of having to bring the contractor back to undertake the inspection. If the smoke detector or alarm requires repair or replacement, the strata corporation will arrange for the repair or replacement. A resident must not paint or damage in unit smoke detectors or alarms. Residents that damage in-suite alarms or smoke detectors will be charged back the costs.

42.5 Planters or other objects must not be placed or hung on the top or outside of the balcony railings, ceilings or balcony pillars.

42.6 A resident or visitor and their pets are not permitted in the pond.

42.7 Children must be supervised at all times when on common property.

### **43. Smoking**

43.1 For the purposes of bylaw 43, the following definitions apply:

- (a) "smoke" or "smoking" includes, but is not limited to, inhaling, exhaling, burning or carrying of a lighted cigar, cigarette, pipe, hookah pipe or any other ignited smoking equipment, including e-cigarettes, that burns tobacco, marijuana or other weed substances, and "second hand smoke" includes fumes that result from smoking any substance.
- (b) "vape" or "vaping" includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.

43.2 A resident or visitor must **not**:

- (a) Smoke or vape in or upon any portion of the common property, limited common property or common assets, including but not limited to driveways, parkades, grounds and hallways of the Strata Corporation, whether or not a "No Smoking" sign is posted;
- (b) use a strata lot in a way that permits second hand smoke to escape or be released from that strata lot and enter upon any portion of another strata lot, the common property or common assets of the Strata Corporation to such an extent or in such a manner as to cause a nuisance, or loss of enjoyment of a unit to any other resident or visitor.

43.3 A resident or visitor must not throw, or permit to be thrown any refuse, including cigarette butts and ashes, out of the windows or doors or from the patio, deck or balcony of a strata lot.

### **44. Marijuana Cultivation**

44.1 A resident or visitor must not use or occupy, or permit to be used or occupied, a strata lot, the common property, limited common property or common assets for the purpose of



growing, producing, harvesting, marketing, selling or distribution of marijuana. Storage within a strata lot or transport through common property of cannabis or marijuana is also prohibited, except for quantities less than or equal to limits specified (if any) for legal personal possession of cannabis or marijuana under relevant Canadian or BC legislation.

#### **45. Insurance and Damage**

- 45.1 A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata corporation's insurance policy ("strata insurance"), including but not limited to liability, personal property, fixtures not installed by the owner developer as part of the original construction. Without limiting this bylaw, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.
- 45.2 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.
- 45.3 For clarity and without limiting the meaning of the word "**responsible**", an owner is deemed to be responsible, under bylaw 45.2, for any of the following:
- (a) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word "**responsible**" has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;
  - (b) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees);
  - (c) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner's strata lot or limited common property designated for the exclusive use of such owner's strata lot, including, but not limited to, anything arising from any of the following:
    - (i) dishwasher;
    - (ii) refrigerator with ice/water dispensing capabilities;
    - (iii) garburator;
    - (iv) washing machine;
    - (v) toilets, sinks, bathtubs;

- (vi) dedicated plumbing related pipes and fixtures, that solely service a strata lot;
  - (vii) fireplaces;
  - (viii) exhaust fans and humidifiers/dehumidifiers;
  - (ix) anything introduced into the strata lot by a resident or visitor;
  - (x) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
  - (xi) any pets residing in or visiting at the owner's strata lot;
  - (xii) any person residing in or visiting at the owner's strata lot; and
  - (xiii) barbecues or smokers; and
- (d) legal costs, including disbursements, expenses, taxes, filing and/or Court fees, incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner, such indemnity to be on full indemnity basis.

45.4 For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the owner.

45.5 An owner must reimburse the strata corporation any monies that the strata corporation spent for repairs made to the strata lot for which the owner is responsible to repair and maintain under these bylaws. These monies must be paid, in full, within the current budget year.

## **46. Security**

Security of all buildings cannot be maintained without the full co-operation of residents and observance of the Bylaws.

46.1 A resident must not allow anyone into the building unless known by them. Persons delivering goods or other articles should be met at the front door entrance. If it is necessary for any such person(s) to enter the building, they should be escorted by the resident until they depart from the building.

46.2 A resident is responsible for the safe custody of keys and portable garage remote devices. Lost keys or garage remote devices must be reported immediately to the Building Caretaker or the Strata Manager. A resident must not leave their portable garage remote devices in their vehicles parked in the underground parking area.

46.3 All keys to locks that provide access to common property are common property and will be cut and issued only on the authority of the Council.

46.4 A Resident is responsible to ensure fire exit doors are not propped open; under any circumstances.

**47. Correspondence**

47.1 All communication to the Council must be in writing via hardcopy or email, to the Strata Manager.

**48. Exterior Appearance**

48.1 No items, other than what is permitted by the bylaws or rules, may be stored on patios, balconies or common property. If items are stored in violation of the bylaws or rules and not removed after a written formal notification, fines will be assessed as provided for in the bylaws.

48.2 A resident must not do any act or permit any act to be done or alter or permit to be altered their strata lot in any manner which, in the opinion to the Council, will alter the exterior appearance of the building.

48.3 A resident must ensure that interior drapes or blinds visible from the outside of the building are cream or white in colour.

48.4 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite this bylaw, a resident may place the following items on a balcony, patio or roof deck that has been designated for the exclusive use of a strata lot:

- (a) movable free standing, self-contained planter boxes or containers,
- (b) summer patio furniture and accessories;
- (c) gardening supplies; and
- (d) barbecues.

48.5 A resident must not install exterior shade blinds without the prior written approval of the council in accordance with bylaw 6. Only exterior shade blinds of a light neutral colour will be permitted. Prior to installation, the owner must sign an indemnity agreement, the terms of which will be determined by the strata corporation.

48.6 A resident who installs Christmas lights on their patio or balcony must:

- (a) ensure they are outdoor CSA approved Christmas lights;
- (b) install them after November 15<sup>th</sup> of the year approaching Christmas;
- (c) remove them before February 1<sup>st</sup> of the year following Christmas.