

Highpoint Gardens LMS 0282
Bylaws

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Part 1 Interpretation

- 1.01 In these bylaws, except as otherwise expressly provided or as the context otherwise requires:
- a) "Act" means the Strata Property Act (British Columbia), as from time to time amended.
 - b) "Assessment Fees" means assessed monthly maintenance fees, penalties, special assessments, parking fees, legal costs, administration fees, collection costs and any unpaid taxes and fines levied from time to time by the Strata Council.
 - c) "Balcony" means the Limited Common Property which has been designated by the Strata Corporation for the exclusive use of the Owner of the adjoining strata lots.
 - d) "Bylaws" means the bylaws of the Strata Corporation in force under the Strata Property Act as amended from time to time by the Strata Corporation.
 - e) "Commercial or Professional Purpose" means a purpose activity or occupation for which an Occupant earns income.
 - f) "Common Facilities" means the facilities that are available for the use of all of the Owners and Occupants.
 - g) "Common Property" means so much of the land and buildings comprised in the Strata Plan that is not comprised in a strata lot shown on the Strata Plan, including, pipes, wires, cables, chutes, ducts or other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television services, garbage, heating and cooling systems and other services contained within a floor, wall or ceiling of a building shown on the Strata Plan, where the centre of the floor, wall or ceiling forms the common boundary of a strata lot or with Common Property.
 - h) "Contingency Reserve Fund" means a fund for the expenditures, other than annual, of the Strata Corporation for repair, maintenance and replacement of the Common Property, Common Facilities and other assets of the Strata Corporation including where applicable the roof, exterior of the buildings, interior roads, sidewalks, sewers, heating, electrical and plumbing systems, elevators and Recreational Facilities.
 - i) "Court" means the Supreme Court of British Columbia.
 - j) "Driveway" means the Limited Common Property leading from the interior road to the garage door of the complex which is designated by the Strata Council for the exclusive use of the Owners and Occupants.
 - k) "Family" means mother, father, natural or adopted children and natural parents of such persons, and the husband or wife of the mother or father or person living in a common law relationship with such mother or father.
 - l) "Interior Roads" means the paved roads designed for the use of motor vehicles within the boundaries of the Strata Plan.

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- m) "Limited Common Property" means Common Property designated pursuant to Division 2, Limited Common Property and Exclusive Use of Common Property, Section 73 (a) i,ii), (b),(c) and / or Section 74 (1), (2) a,b,c), (3), (4), Section 75 (1) a,b), (2),(3),(4).
- n) "Locker" means the Limited Common Property which has been designated by the Strata council for the exclusive use of an owner of a strata lot.
- o) "Management Company" means a firm engaged by the Strata Council to manage the assets of the Strata Corporation.
- p) "Occupant" means an Owner, a member of an Owner's Family, a Tenant, or a member of a Tenant's Family who occupies a strata lot.
- q) "Ordinary Resolution" means a resolution passed at duly convened general meeting of the Strata Corporation by a simple majority of the votes of Owners entitled to vote thereon present at the meeting in person or by proxy at the time the resolution is passed.
- r) "Owner" means the person registered in the register of the Land Title Office as the owner in fee-simple of a strata lot, whether entitled to it in his own right or in a representative capacity or otherwise, or where there is a registered life estate, the tenant for life.
- s) "Owner/Developer" means the entity which on the date the Strata Plan was tendered to the Register for deposit, was the party registered in the Land Title Office as Owner in fee-simple of the land included in the Strata Plan.
- t) "Patio" means the Limited Common Property which has been designated by the Strata Council for the exclusive use of the Occupant of the adjoining strata lot.
- u) "Recreation Facilities" means that part of the Common Property which includes the social room and furniture, and other property therein.
- v) "Registrar" means the register of the Land Titles Office.
- w) "Special Resolution" means a resolution passed at a duly convened general meeting of the Strata Corporation by not less than three-quarters of the votes of Owners entitled to vote thereon present at the meeting in person or by proxy at the time the resolution is passed.
- x) "Strata Corporation" or "Corporation" means the corporation comprised of the Owners of the strata lots included in the Strata Plan and their successors, and which will be known by the name of "The Owners, Strata Plan LMS0282.
- y) "Strata Council" or "Council" means the persons comprising the Council elected or appointed pursuant to these bylaws.
- z) "strata lot" means a lot shown as such on the strata plan.
- aa) "Strata Plan" means the plan that is described as LMS0282 and which shows the whole or any part of the land comprised in the plan as being divided into strata lots.
- bb) "Tenant" means a renter or lessee of a strata lot as permitted by the Strata Corporation under these bylaws.

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- (cc) "Unit Entitlement" means a strata lot that is shown on the Strata Plan as a residential strata lot.
- (dd) "Visitor" means any person who is an invited guest of an Occupant of a strata lot.

1.02 For all purposes of these bylaws, except as otherwise expressly provided or as the context otherwise requires:

- a) The headings will be considered as provided for convenience only and as not forming a part of these bylaws and will not be used to interpret, define or limit the scope, extent or intent of these bylaws or any of the provisions.
- b) the word "including" when following any general term or statement is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as referring to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement.
- c) a reference to a statute includes every regulation made pursuant thereto, all amendments to the statutes or to any regulation in force from time to time and any statute or regulation which supplements or supersedes such statute or any such regulation; and
- d) words importing the masculine gender include the feminine or neuter words in the singular include the plural and vice versa.

1.03 Each provision of these bylaws intended to be severable, and if any provision is illegal or invalid in any case this will not affect the validity of any other provision.

1.04 These bylaws and their interpretation and application will be governed exclusively by the laws prevailing in British Columbia and any action in respect to the interpretation of these bylaws will be commenced and maintained in the court.

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

1.0 An Owner shall:

- a) Permit the Strata Corporation and its agents at all reasonable times on notice, except in case of emergency, when no notice is required, to enter his strata lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or common property, or for the purpose of maintaining, repairing, renewing common property, common facilities, or other assets of the Strata Corporation, or for the purpose of ensuring that the bylaws are being observed.
- b) Promptly carry out all work that may be ordered by any competent public or local authority in respect of his strata lot other than work for the benefit generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his strata lot.
- c) Repair and maintain his strata lot including doors, windows and skylights except the casings, frames and sills of the doors, windows and skylights on the exterior of the building or that front on the common property, including areas allocated to his exclusive use, and keep them in a good state of repair, reasonable wear and tear and damage by fire, storm, tempest or act of god excepted, and shall maintain the patios, balconies and parking spaces in a clean and presentable manner.
- d) Use and enjoy the common property, common facilities or other assets of the Strata Corporation in a manner that will not unreasonably interfere with their use and enjoyment by other Owners, their families or visitors.
- e) Not use his strata lot or permit the same to be used in a manner or for a purpose that will cause a nuisance or hazard to any occupier, whether an Owner or not, or his family.
- f) Notify the Strata Corporation promptly on any change of ownership or of any mortgage or other dealing in connection with his strata lot.
- g) Comply strictly with these bylaws, and all other bylaws of the Strata Corporation and with rules and regulations adopted from time to time, and
- h) Receive written permission of the Strata Corporation before undertaking alterations to the exterior or structure of the strata lot, including the puncturing the building envelope with nails, screws or any similar fasteners, but permission shall not unreasonably be withheld.
 - i. provide drawings and specifications including a list of materials proposed to be used.
 - ii. where an exterior change has been made, accept responsibility for any subsequent leak which can be attributed to the exterior change and any other subsequent damage to the said strata lot, or any adjacent strata lots which can be attributed to the exterior change.
 - iii. any alterations or addition made without Strata Council approval

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or its duly authorized representative and any costs incurred by the Strata Corporation as a result thereof shall be assessed against his strata lot and become due and payable on the first of the following month.

- i) not hang from or attach to the exterior of a strata lot any awning, shade fence, gate, door exterior mounted air conditioner units, radio or television aerial, antenna or satellite dish without prior written approval of the Strata Council.
 - j) Provide adequate insurance for the use of outdoor barbeques, gas barbeques only will be allowed on the patios and balconies.
- 1.1 The strata lot will be used exclusively as a private home for one family, which may include a live-in housekeeper or nurse. The strata lot shall not be used as a motel or hotel accommodation for transient residents.
- a) in a one-bedroom and den suite, not more than three permanent occupants.
 - b) in a two-bedroom suite, not more than four permanent occupants.
- * Council may approve special consideration.
- 1.2 The strata lot shall not be used for commercial or professional purposes or for any purpose which may be illegal or contrary to any government or municipal rules or ordinances or is injurious to the reputation of Highpoint Gardens development or its Owners.
- 1.3 When the purpose for which a strata lot is intended to be used is shown expressly or by implication on or by the Registered Strata Plan, the strata lot shall not be used for any other purpose.
- 1.4 Not use waterbeds in any strata lot, except with the express written permission of the Strata Council. Such permission will only be provided in situations where the Owner of the strata lot files acceptable evidence of adequate insurance coverage with the Strata Council. Any damage occurring from a waterbed will be charged to the Owner of the strata lot.
- 1.5 Submit a complaint or request in writing and deliver it to council in a way set out in the act, to be considered at Council's next regular meeting and the results of that consideration shall be reported to such owner by notice in writing within 14 days after that meeting.
- 1.6 Use only drapes, curtains, blinds or shades, visible from the building exterior in a neutral or off-white color.

2.0 Common expenses

- 2.1 The strata lot Owner's contribution to the common expenses of the Strata Corporation shall be levied in accordance with this bylaw.
- 2.2 Where a Strata Plan includes limited common property, expenses attributed to the limited common property which would have not been expended if the area had not been designated as limited common property shall be born by the Owner's of the strata lots entitled to use the limited common property in proportion to the unit entitlement of their strata lots.
- 2.3 At each annual general meeting, subsequent to the first annual general meeting, the Strata Corporation shall prepare an annual budget for the following 12 month period, and after that, all Owner's shall, subject to subsection (2) pay a monthly assessment in accordance with their unit entitlement.
- 2.4 All payments of whatsoever nature required to be made by each owner are due and payable on the first day of each month. Owner's are required to issue post-dated cheques for assessment payments each fiscal year. Post-dated cheques may be issued in two (2) increments each year, April through September and October through March. Cheques may be dated on the 1st day of each month but must be dated and cashable no later than the 15th day of each month. Assessment payments not received and cashable by the 15th day of each month in which they are due will be subject to a fifty dollar (\$50.00) late payment penalty per month. The Strata Corporation may charge interest in the amount of ten (10) percent per annum compounded annually on all outstanding special assessments including legal fees to collect such outstanding amounts.
- 2.5 Should damage be caused to a strata lot, resulting in a claim being filed against the Strata Corporation's insurance policy, the deductible stated on the insurance policy will be transferred back to the Owner of the strata lot responsible for the loss or damage that gave rise to the claim.

3.0 Notices

- 3.1 Unless otherwise specifically stated in these bylaws, the delivery of any notice required to be given under this act or under these bylaws shall be well and sufficiently given if mailed to the Owner at the address of his strata lot or left with him or some adult person at that address.
- 3.2 A notice given by post shall be deemed to have been given forty-Eight (48) hours after it is posted.
- 3.3 An Owner may at any time in writing advise the Strata Corporation of a change of address at which notice shall be given and thereafter the address specified shall be deemed the address of the Owner for delivering notices.
- 3.4 The word "notice" shall include any request, statement, or other writing required or permitted to be given by the Strata Corporation to the Owner of the strata lot.

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4.0 Hazards

- 4.1 Everything shall be done to reduce fire hazards and nothing shall be brought into or stored on a strata lot, the common property, or storage in lockers, which will in anyway increase or tend to increase the risk of fire, the rate of any insurance policy or which will invalidate any insurance policy held by the Strata Council, Strata Corporation or Strata Lot Owners.
- 4.2 No material substances, especially burning material such as cigarettes or matches shall be thrown or permitted to fall out of any window, door, balcony, or other part of the strata lot or common property, water shall not overflow the balcony from the watering of any plants.
- 4.3 Waterbeds are not permitted in any strata lot, except with the express written permission of the Strata Council, such permission will only be provided in situations where the owner of the strata lot files acceptable evidence of adequate insurance coverage with the Strata Council. Any damage occurring from failure of a waterbed will be charged to the Owner of the strata lot.

5.0 Disturbance of Others

- 5.1 No noise shall be made in or about a strata lot or the common property, between the hours of 11:00 P.M. to 7:00 A.M. Including the use of all washer, dryers, dishwashers, vacuum cleaners, garborators as well as the volume of audio systems such as T.V.'s, and stereos being lowered to an inaudible level and includes any noise and public nuisance shall apply to all Owners, tenants or visitors.
- 5.2 Mops or dusters of any kind shall not be shaken from and nothing shall be thrown out any window, door, passage, or other part of any strata lot or common property.
- 5.3 Strata lot Owners, tenants and visitors shall not cause any restrictions or hindrances to the use of sidewalks, driveways, entrances, exits, or other parts of the common property.
- 5.4 No Owner, tenant, or visitor shall be permitted to trespass on any property to which another Owner is entitled to exclusive occupation.
- 5.5 The riding of any mechanical device except for mechanical devices for disabled people, including bicycles, tricycles, skateboards, rollerskates, etc is not permitted on the common property including sidewalks, pathways and the underground parking area.
- 5.6 Playing or loitering on any common property, which affects the quiet enjoyment, will not be permitted.

Division 2- Duties of the Strata Corporation

6.0 The Strata Corporation Shall:

- a) Control, manage and administer the common property, common facilities or other assets of the Strata Corporation for the benefit of all Owners.
- b) Keep in a state of good repair and serviceable repair and properly maintain the fixtures and fittings, including the elevators, recreational facilities, if any, and other apparatus and equipment used in connection with the common property, common facilities or other assets of the Strata Corporation.
- c) maintain all common areas, both internal and external, including gardens, parking and storage areas, public halls and lobbies.
- d) Maintain and repair, including renewal where reasonably necessary, pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one strata lot or common property.
- e) On the written request of an owner or mortgagee of the strata lot, produce to him or a person authorized in writing by him the insurance policies effected by the Strata Corporation and the receipts for the last premiums.
- f) Maintain and repair the exterior of the buildings including the casings, frames and sills of the doors, windows and skylights on the exterior of the building or that front the common property, chimneys, stairs, balconies, patios and other things attached to the building including the decorating of the whole exterior of the buildings, but excluding the patio and balcony floors for cosmetic purposes, fences, railings and similar structures that enclose patios, balconies and yards.
- g) Collect and receive all contributions toward the common expenses paid by the Owners and deposit the same with a savings institution; and
- h) Pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of the Strata Corporation.

7.0 The Strata Corporation may:

- a) Purchase, hire or otherwise acquire personal property for the use of all Owners in connection with their enjoyment on common property, common facilities or other assets of the Strata Corporation.
- b) Borrow money required by it in the performance of its duties or exercise of its powers after approval by a resolution passed by a 3/4 vote at an annual or special general meeting, subject to section 111 of the Strata Property Act.
- c) Secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions,

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- whether levied or not, or mortgage of any property vested in it, or by combination of those means.
- d) Invest as it may determine in separate accounts money in the fund for administrative expenses, or in the contingency reserve fund.
 - e) Make an agreement with an Owner or occupier of a strata lot for the provision of amenities or services by it to the strata lot or the Owner or occupier.
 - f) Grant to the Owner the right to exclusive use and enjoyment of common property, or special privileges for them, the grant to be terminable on reasonable notice, unless the Strata Corporation by unanimous resolution otherwise resolves.
 - g) Designate an area as limited common property and specify the strata lots that are to have the use of the limited common property, the designation may be terminable on reasonable notice, unless the Strata Corporation by unanimous resolution otherwise resolves.
 - h) Make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety, and cleanliness of the common property, common facilities, or other assets of the Strata Corporation.
 - i) Do all things necessary for the enforcement of all the bylaws and the rules and regulations of the Strata corporation, and for the control, management and administration of the common property, common facilities or other assets of the Strata Corporation, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for the contravention of the bylaws, rules and regulations.
 - j) Subject to the Strata Property Act, determine the levy for the contingency reserve fund which shall not be less than 10% of the total annual budget if the amount in the contingency reserve is less than 25% of the average yearly operating budget and if the amount is equal to or more than the average yearly operating budget, then additional contributions to the fund must be approved by a special resolution passed by a 3/4 vote at an annual or special general meeting.
 - k) Join any organization serving the interests of Strata Corporations and assess the membership fee in the organization as part of common expenses.
 - l) Pay on behalf of the Owners any taxes, assessments, rate, and charges required to be paid by the Owner.
 - m) Engage a chartered accountant or certified general accountant to audit the books of account of the Strata Corporation and to report upon all such aspects of the financial affairs as Council may request. Such audit shall be charged as a common expense of the Strata Corporation.

Division 3 Strata Council

8.0 Powers and Duties of the Strata Council :

- 8.1 The council may employ for and on behalf of the Strata Corporation agents and employees as it thinks proper for the control, management and administration of the common property, common facilities or other assets of the Strata Corporation and the exercise and performance of the powers and duties of the Strata Corporation; and
- 8.2 The powers and duties of the Strata Corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the Council of the Strata Corporation, may be delegated to one or more of its members or to a member or committee of members of the Strata Corporation or to its agent, those of its powers and duties it thinks proper, and at any time revoke a delegation.
- 8.3 Every council member who holds any office, or possesses any property whereby, directly or indirectly, a duty or interest might be created in conflict with his duty or interest as a member of Council, shall declare at a meeting of the council the fact and the nature and extent of the conflict.
- a) Every member of council who is in any way, directly or indirectly, interested in a proposed contract or transaction with the Strata Corporation shall disclose the nature of his interest at a meeting of the council.
- b) The disclosure required by subsection (a) hereof shall be made:
- (i) at the meeting at which a proposed contract or transaction is first considered, or
- (ii) if the member of Council was not, at the time of the meeting referred to in clause (i) interested in a proposed contract or transaction , at the first meeting after he becomes interested, or
- (iii) at the first meeting after the relevent facts come to his knowledge.
- c) For the purpose of this section, a general notice in writing given by a member of Council to the other members of Council to the effect that he is a member, director, or officer of a specified corporation, or that he is a partner in, or Owner of, a specified firm, and that he has an interest in a specified corporation or firm, is a sufficient disclosure to comply with this section.
- 8.4 The council shall keep, in one location, or in the possession of one person, and shall make available on request to an Owner or a person authorized by him:
- a) A copy of the Strata property Act and the bylaws, rules and regulations.
- b) A copy of special and unanimous resolutions.
- c) A copy of all the legal agreements to which the Strata Corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licenses, easements

- or right of way.
- d) a register of the members of the council
 - e) A register of the strata lot Owners, setting out the strata lot number, the name of the Owner, the unit entitlement, the name and address of any mortgagee who has notified the Strata corporation, the name of any tenant or lessee, and a notation of any assignment by the owner to the lessee.
 - f) Prepare an annual budget for each year; and
 - g) Keep minutes of all Council meetings.
 - h) Keep minutes of all annual or special general meetings.
 - i) Deliver to the Owners, copies of all minutes recorded at these meetings.
 - j) Proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure take place.
 - k) Prepare proper accounts relating to all money of the Strata Corporation, and the income and expenditure of it, for each annual general meeting; and
 - l) On application of an Owner or mortgage or a person authorized in writing by him, make the books of account available for inspection at all reasonable times.

9.0 Council Size

- a) Subject to subsection (10.b), the council must have at least 3 and not more than 7 members.

10.0 Council Members' Terms

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

11.0 Removing a Council Member

- a) Unless all owners are on Council, the Strata Corporation may, by a Resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more Council members.
- b) 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.
- c) 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 lein against that strata lot under the Act.
- d) A member of Council is deemed to have resigned after missing 3 consecutive Council Meetings.

12.0 Replacing Council Members

- a) 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.
- b) A replacement council member may be appointed from any person eligible to sit on the Council.
- c) The Council may appoint a council member under this section even if the absence or the member being replaced leaves the council without a quorum.
- d) If all the member 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 Bylaws respecting the calling and holding of meetings.

13.0 Officers

- a) 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 Chairperson, Vice-Chairperson, a Secretary, and a Treasurer.
- b) A person may hold more than one office at a time, other than the offices of Chairperson and Vice-Chairperson.
- c) The Vice-Chairperson has the powers and duties of the Chairperson:
 - i) while the chairperson is absent or unwilling or unable to act, or
 - ii) for the remainder of the chairperson's term if the Chairperson ceases to hold office.
- d) If an officer other than the chairperson is unwilling or unable to act for a period of 2 or more months, the council may appoint a replacement officer from among themselves for the remainder of the term.

14.0 Calling Council Meetings

- a) 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.
- b) The notice does not have to be in writing.
- c) A Council Meeting may be held on less than one week's notice if:
 - i) all council members consent in advance of the meeting, or
 - ii) the meeting is required to deal with an emergency situation and all Council members either:
 - iii) consent in advance of the meeting, or
 - iv) are unavailable to provide consent after reasonable attempts to contact them.

15.0 Requisition of Council Hearings

- a) By application in writing, stating the reason for the request, an owner or

- tenant may request a hearing at a Council Meeting.
- b) If a hearing is requested under subsection (a), the council must hold a meeting to hear the applicant within one month of the request.
 - c) 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.

16.0 Quorum of Council

- a) A quorum of the council is:
 - i) 2, if the Council consists of 3 or 4 members,
 - ii) 3, if the Council consists of 5 or 6 members, and
 - iii) 4, if the Council consists of 7 members.

17.0 Council Meetings

- a) 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.
- b) If a Council Meeting is held by electronic means, Council members are deemed to be present in person.
- c) No person other than a member of 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.
- d) Despite subsection (c), no observers may attend those portions of Council Meetings that deal with any of the following:
 - i) bylaw contravention hearings under section 135 of the Act;
 - ii) Rental Restriction Bylaw Exemption hearings under section 144 of the Act;
 - iii) any matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

18.0 Voting at Council Meetings

- a) At Council Meetings, decisions must be made by a majority of Council members present in person at the meeting.
- b) If there is a tie at a Council Meeting, the Chairperson may break the tie by casting a second, deciding vote.
- c) The results of all votes at a Council Meeting must be recorded in the Council Meetings Minutes.

19.0 Distribution of Minutes

- a) The council must inform Owners of the Minutes of all Council Meetings within 3 weeks of the meeting, whether or not the Minutes have been approved.

20.0 Delegation of Council's Powers and Duties

- a) Subject to (b) and (d), the Council may delegate some or all of its powers and duties to one or more Council members, persons or Agents who are

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

21.0 Spending Restrictions

- a) 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.
- b) Despite subsection (a), a council member or its agents 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 prevention of significant loss, damage, or danger.
- c) Subject to subsection (d), if a proposed expenditure has not been approved in the budget or the 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 (c) in the same fiscal year, is less than \$1500.00.
- d) If the Strata Corporation makes an expenditure under subsection (c) above, the Strata Corporation must inform the Owners as soon as feasible about the expenditure of more than \$1000.00 on any single item.

22.0 Limitation on Liability of Council Members

- a) All acts done in good faith by the Council are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the Council, as valid as if the member had been duly appointed or had duly continued in office.
- b) 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.
- c) Subsection (b) does not affect a Council Member's liability, as an Owner for a judgement against the Strata Corporation.

23.0 Corporate Common Seal

- a) The Strata Corporation shall have a common seal which shall not be used except by authority of the Council previously given and in the presence of the members of the Strata Council or at least two members of it, who shall sign every instrument to which the seal is affixed. Where there is only one member of the Strata Corporation, his signature is sufficient for the purpose of this section, and if the only member is a Corporation, the signature of the appointed representative on the Strata Council shall be sufficient for the purpose of this section.

Division 4 Violation of Bylaws, Rules and Regulations

24.0 Penalties

- a) An infraction or violation of these bylaws or rules and regulations established pursuant to those bylaws on the part of an Owner, his employees, agents, invitees or tenants may be corrected, remedied or cured by the Strata Corporation.
- b) Any costs or expenses expended or incurred by the Strata Corporation in correction, remedying or curing such infraction or violation, shall be charged to such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Strata Corporation and shall become due and payable by the 15th of the month of such monthly assessment.
- c) The Strata Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum which the Strata Corp. is required to expend as a result of any act or omission by the Owner, his employees, agents, invitees or tenants which violates these bylaws or any rules and regulations established pursuant to these bylaws, rules and regulations and there shall be added to any amount found due, all costs of such action including costs as between Solicitor and Client.
- d) 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 sub-paragraph shall be deemed a separate provision and severable, and the balance of the provisions contained therein shall remain in full force and effect.
- e) Nothing herein shall be deemed to limit the right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies.
- f) An Owner found in violation of any Bylaw or rule and regulation may be subject to:
 - i) first notice- written warning
 - ii) Second notice- fine in the amount of \$50.00
 - iii) Third notice and subsequent violations- fine in the amount of \$100.00.

- g) Late payment penalties for monthly maintenance assessments are subject to Bylaw (2.0) Common Expenses subsection (2.4).
- h) If an activity or lack of activity that constitutes a contravention of a Bylaw or Rule and Regulation continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 Annual and Special/Extraordinary General Meetings

25.0 General Meetings

- a) General Meetings other than Annual General Meetings shall be called Extraordinary General meetings.
- b) Annual General Meetings shall be held once in each year, and not more than 13 months shall elapse between one Annual General Meeting and the next.
- c) the Strata Council may, whenever it thinks proper, and shall on a requisition in writing by Owners of 25% of the Strata lots, within 4 weeks after the requisition, convene an Extraordinary General Meeting.
- d) 14 days notice of every General Meeting specifying the place, date, and time of the meeting, and in case of specific business the general nature of that business, shall be given to all Owners. Accidental omission to give notice to an owner or failure to receive the notice by an Owner does not invalidate proceedings at the meeting.
- e) All business shall be deemed special that is transacted at an Annual General Meeting, with the exception of the consideration of accounts and election of members to the Strata Council, or at an Extraordinary General Meeting.

26.0 Quorum

- a) Notwithstanding section 48(3) of the Act, if within 1/2 hour from the time appointed for a general meeting a quorum is not present, the meeting stands adjourned to the same day in the next week at the same place and time. If at the adjourned meeting a quorum is not present within 1/2 hour from the time appointed for the meeting, the persons entitled to vote present constitute a quorum. One third of the persons to vote present or by proxy constitutes a quorum.

27.0 Person to Chair the Meeting

- a) Annual or Extraordinary Meetings must be Chaired by the Chairperson of the Council.
- b) If the Chairperson of the Council is unwilling or unable to act, the meeting must be Chaired by the Vice-Chairperson of the Council.
- c) If neither the Chairperson nor the Vice-Chairperson of the Council Chairs the meeting, a Chairperson must be elected by the eligible voters present in person or by proxy from among those persons who are at the meeting and eligible to be elected as Chairperson.

28.0 Participation by Other than Eligible Voters

- a) Tenants and occupants may attend Annual or Extraordinary General Meetings, whether or not they are eligible to vote.
- b) 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.
- c) 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.

29.0 Voting

- a) At a General Meeting a resolution by the vote of the meeting shall be decided by a show of hands, unless a poll is requested by an Owner present in person or by proxy.
- b) Unless a poll is requested, a declaration by the Chairperson that a resolution has, on the show of hands, been carried in conclusive evidence of the fact without proof of the number or proportion of votes recorded in favor of or against the resolution.
- c) A poll, if demanded, shall be taken in whatever manner the Chairperson thinks proper, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was requested.
- d) If there is a tie vote at an Annual or Extraordinary Meeting, the Chairperson, or, if the Chairperson is absent or unable or unwilling to vote, the Vice-Chairperson, may break the tie by casting a second, deciding vote.
- e) 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.
- f) 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, if the Strata Corporation is entitled to register a lien against that strata lot.
- g) Where Owners are entitled to successive interests in a lot, the Owner to the first interest is alone entitled to vote, whether on a show of hands or a poll.
- h) An Owner who is a trustee is entitled to exercise the vote for the lot. The persons beneficially interested may not vote.
- i) 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.

30.0 Order of Business

- 1) The order of business at an Annual or Extraordinary 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 the proof of notice of meeting or waiver of notice.

- e) approve the agenda.
- f) approve Minutes of the last annual or Extraordinary Meeting.
- g) 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) consideration of Special resolutions.
- j) ratify any new rules made by the Strata Corporation under section 125 of the Act, report on insurance coverage in accordance with section 103 of the Act, if the meeting is an Annual General meeting.
- k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting.
- l) general discussion, and deal with new business.
- m) elect a New Council, if the meeting is an Annual General Meeting.
- n) adjournment.

Division 6 Voluntary Dispute Resolution

31.0 Voluntary Dispute Resolution

- a) 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:
 - i) all the parties to the dispute consent, and
 - ii) the dispute involves the Act, or the Bylaws, Rules and Regulations.
- b) A Dispute Resolution Committee consists of :
 - i) 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
 - ii) any number of persons consented to ,or chosen by a method that is consented to, by all the disputing parties.
- c) The Dispute Resolution Committee must attempt to help the disputing parties to voluntarily end the dispute.

32.0 Small Claims Actions

- a) Notwithstanding any provisions 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.

Division 7 Miscellaneous Bylaws Rules and Regulations

33.0 Parking

- a) Owners are to park in designated stalls assigned by the Strata Corporation.

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- b) Visitors parking lot is for visitor's only and are subject to:
 - i) Must display a valid visitor parking pass.
 - ii) Any visitor using the visitor parking lot more than (7) days must register with the management company.
- iii) Any visitors not displaying a valid parking pass between the hours posted on or near the visitor lot, will be subject to removal by a towing company, at their expense.
- iv) Any Owner leaving their vehicle in the Visitor parking lot between the posted hours of towing, will be subject to removal by a towing company, at their expense.
- iv) Any Owner leaving his vehicle in the visitor parking lot after the hours posted, will be subject to removal by a towing company, at their expense.
- c) Only vehicles with current registration and insurance or valid storage insurance policy, including public liability, in force shall be allowed in the parking areas, a copy of the policy must be either posted on the inside of the vehicle window or given to the council or management company. Parking of vehicles other than those owned or leased by a resident or their house guests is prohibited, unless permission is granted by the Strata Council.
- d) Assigned parking areas of other than automobiles must be approved by Council
- e) Parking of recreational vehicles eg: motorhomes, trailers, boats, etc. is prohibited on the common property of Highpoint Gardens.
- f) An Owner shall not lease his/her parking space or spaces to any person other than residents of Highpoint Gardens LMS0282.
- g) Owners causing staining from fluids shall, when notified by the Strata Council or its agent, clean up the affected area. Failure to do so within (7) days of receipt of the notice, shall result in the Strata Council having the area cleaned and charging the Owner with the cost as well as any fines to be levied as a result of this bylaw infraction.
- h) Vehicles may be washed only at the designated location and persons washing vehicles must hose down all dirt and remove excess water resulting from the washing.
- i) All vehicle repairs are to be limited to minor repairs and or tune-ups. No excessive engine running will be tolerated and a correct clean-up is mandatory.
- j) No one shall park, or leave unattended, a vehicle in such a position that it interferes or infringes upon other parking spaces nor shall a vehicle be left in such a way that it blocks or infringes on access lanes or "No Parking Spaces". Violators will be towed at their expense.
- k) All garage areas are common property and may not be altered or defaced in any manner.
- l) Assigned parking area may not be used for storage of anything other than

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- one vehicle. A storage cabinet application may be made to Council.
- m) Owners or tenants must not leave the parking garage door or allow anyone to pass through the door until it is completely closed

34.0 Pets

- a) Pets/ Animals refers to Cats, Dogs and small Birds, exotic pets and or Snakes are not permitted.
- b) All owners must register their pets with the Strata Council.
- c) Any Owner who keeps a pet which proves to be a nuisance or any non-registered pet whether in the strata lot or common property, will be ordered in writing by the Strata Council to control the pet to eliminate the nuisance. In the event that the Owner fails to control the pet after the receipt of one warning, a second written notice will be given to comply within seven days of receiving the second written notice he/she will be fined \$100.00 per month or portion thereof during which the offending pet continues to occupy the premises.
- d) All pets inside the building must be controlled so as to prevent fouling of the common property. Any damage caused by the fouling of the common property will be repaired at the owners expense. All excrement deposits on the common property by pets must be removed by the Owner. Failure to do so will result in a \$25.00 fine per occurrence in addition to any repair cost, a third occurrence by the pet will result in bylaw (34.c) being enforced.
- e) No strata lot owner shall feed pigeons, gulls or other birds, squirrels, rodents or other animals from their strata lot or anywhere in close proximity to Highpoint Gardens LMS0282.
- f) No strata Owner will permit an animal to travel or walk on any common areas of the Strata Plan or within the boundaries of Highpoint Gardens LMS0282 unless controlled on a leash of six feet or less.
- g) No animals or pets shall be kept within any strata lot or the common property after notice from the Strata Council, pursuant to bylaw (34.c), except with permission in writing from the Strata Council.
- h) Guests or visitors shall not bring animals or pets onto the premises.
- i) Council may from time to time prescribe Rules and Regulations relating to restriction on pets in the Strata Plan.
- j) An Owner, tenant or occupant shall be entitled to keep not more than one dog, one cat or one bird in a strata lot. An Owner that keeps a pet must comply with all bylaws, rules and regulations regarding the keeping of pets. The height at the shoulder of any pet will not exceed fourteen (14) inches (34 cm) when fully grown and shall not exceed 25 pounds in weight, (guide dogs excepted), and all pets must be controlled by Owners at all times.

35.0 Rental Restriction Bylaw

- a) No more than two (2) strata lots per building for a total of Six (6) strata lots within the Strata Plan will be leased or rented at any given time.

- b) No Owner shall rent or lease their strata lot on anything less than a yearly basis.
- c) The procedure to be followed by the Strata Corporation in administrating this limit of rentals will be as follows:
 - i) any owner wishing to rent a strata lot must make an application in writing to the council.
 - ii) approvals will be granted by the council on a first come basis in the order of the date such applications are received by the Council.
 - iii) the council will not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot except as set out in the bylaws.
 - iv) the council will consider each application upon receipt and will respond to each application in writing within one week of receipt.
 - v) the council will keep a list of Owners who wish to rent their strata lot and the priority of their application, and will advise each Owner as soon as their application to rent can be accepted, and approved upon a vacancy and a spot becomes available.
 - vi) upon approval to rent, an Owner must enter into a lease of a strata lot within four (4) months from approval in writing by Council, or the approval will be automatically revoked and the Council will be entitled to advise the Owner next following on the list that it's application to rent a strata lot has been approved, and the revoked application must reapply in writing again and go to the bottom of the list.
 - vii) an owner may continue to lease his/her strata lot until the earlier date such Owner moves into the strata lot to take occupancy or the date the strata lot is sold by the Owner to a third party, the approval to rent does not transfer with the strata lot to the new third party upon sale.
- d) Notwithstanding paragraph (35a), where causes of undue physical or financial hardship of a personal nature arise, the Owner may make a written request to the Council for permission to rent a strata lot for a limited time, and where the council has been provided evidence that undue hardship result if limited rental is not approved, the Council shall not unreasonably withhold permission for limited rental.
- e) This bylaw does not apply to prevent the rental of a strata lot to a member of the "family" of an Owner, meaning:
 - i) the spouse of the Owner
 - ii) a parent or child of the Owner; or
 - iii) a parent or child of the spouse of the Owner, where "spouse" of the Owner includes an individual who has lived and cohabited with the Owner, for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

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- f) An owner shall take full and complete responsibility for the tenants that reside on their strata lot, including any fines levied as a result of a contravention of any Bylaws, Rules and Regulations and must ensure a Notice of Tenant's Responsibilities Form "K" is completed by the Owner and Tenant and returned to Council before any move in is permitted, and that the tenant has a copy of the current Bylaws, Rules and Regulations.
- g) The owner will take the necessary steps to terminate the tenancy agreement or lease on behalf of the Strata lot, should the tenant cause unacceptable nuisance and a request to evict the tenant is made to the Owner of the strata lot, by Council, the owner will save harmless the Strata Corporation for any monetary or any other damages as a result of the request to evict the tenant and be responsible for any damages to common property while the tenant, or his movers move in or out of the building.
- h) A fine not to exceed \$50.00 per day for each day in contravention of these Bylaws, Rules and Regulations, such fine to be added to and form a part of the monthly assessment or levy to be collected by the Strata Corporation from the Owner of the strata lot contravening these Bylaws Rules and Regulations and subject to (32a) is hereby authorized to take all the necessary steps to collect such amounts from the Owner.
- i) Seek a declaration of any court of competent jurisdiction with regard to the enforcement with limitation leasing of such strata lot, and upon receiving such declaration or judgement, shall be the responsibility of the strata lot Owner contravening the provision of the Bylaws, Rules and Regulations shall be recoverable on a solicitor and own client basis by the Strata Corporation;and
- j) Should any portion of these Bylaws, Rules and Regulations be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the Bylaws, Rules and Regulations, each sub-paragraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- k) Notwithstanding the provisions of this bylaw and sub-paragraphs thereof, the Council will, upon the application of a resident Owner, normally authorize the occupancy of a resident Owner's furnished or unfurnished strata lot during his absence for a period not exceeding one(1) year, providing the required Form "K" has been completed.
- l) The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any Bylaw, Rule or Regulation does not effect the validity of the remaining Bylaw, Rule or Regulations, which shall continue in full force and effect as if such invalid portion had not been included herein.

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36.0 Security

- a) Only registered owners and residents are permitted to hold keys for the exterior doors. Under extenuating circumstances owners may apply in writing to the Council for one(1) additional key, each key will only be given when a \$25.00 refundable deposit is given.
- b) No Owner, tenant or visitor shall leave open or unlocked any outside entrance or fire escape, for the purpose of moving into or out of a strata lot or otherwise, unless they are in constant supervision of the entrance.
- c) No Owner, tenant or visitor shall let another person, including tradesmen, or delivery persons into the building when entering themselves unless that person is known to them.
- d) If you are called on your enterphone, verify who is on the enterphone before admitting them to the building.
- e) No Owner, tenant or visitor is permitted in any part of the common areas of the Strata Corporation which is restricted such as the roof, boiler room, electrical rooms, mechanical rooms, and locker rooms other than their own, except as allowed by the Strata Council or the Property Manager.
- f) Residents are requested to report any suspicious activity within the building to the Property Manager or a member of the Strata Council.
- g) There should be no solicitation permitted anywhere in or about the property for any cause, charity, or for any purpose whatsoever except as required by the Election Act (Canada) and similar Provincial Legislation.
- h) Residents are required when entering or leaving the underground parking to wait until the door is closed before leaving site of it and do not let anyone through you do not know.

37.0 Moving

- a) Notice shall be provided to the property managers allowing a minimum of three (3) business days prior to any move in or out of the strata lot so that precautions can be taken.
- b) Moving of furniture shall be confined between the hours of 8:00 am. and 9:00 pm.and must be done so as not to create a disturbance to other residents.
- c) Moving boxes and packing materials must be flattened, compacted and tied before being placed in the garbage container.
- d) The party moving into or out of a strata lot shall take care to prevent damage to the common areas of the buildings and the grounds. Should damage occur and the repairs are undertaken by the Strata Corporation, the strata lot owners of the strata lot in question will be required to pay for any and all costs.
- e) Elevator key must be used to lock off the elevator when moving in or out. The cost to replace or repair any damage occurring from improper use of the elevator locking device will be levied against the Owner of the strata lot. The Owner will pay for any lost or un-returned keys.

The property manager must be contacted to arrange for pick-up and return of the elevator key and the elevator blanket that must be used when moving in or out, a refundable damage deposit of \$100.00 must be paid at the time the keys and blanket for the elevator are picked up and will be returned when the keys and blanket are returned and an inspection is done to ensure no damage was done while moving in or out.

38.0 Recreation Room

- a) Owners wishing to rent the recreation room must notify the property manager at least one (1) week prior to the date required. A notice will be posted on the bulletin board indicating dates the room has been reserved.
- b) A non refundable fee of twenty-five (\$25.00) dollars will be required in advance for each and every reservation. This fee is being levied for upkeep and the purchase of furniture for the recreational room and pool area. A deposit of Seventy-Five (75.00) dollars as a damage deposit will also be required when booking and will be refunded at the end of the function as long as the recreational room is left clean and tidy and undamaged, Owners who rent the room are responsible for all damage done while in possession of the room by them or their guests.
- c) Two separate cheques must be given. Refundable cheque will be returned after the room is inspected. Usage of the pool furniture is not included when reserving the recreational room.

39.0 Miscellaneous

1) An Owner shall Not:

- a) Use their balcony or patios for storage or hanging laundry or other items not specifically permitted by Council. Only patio furniture, reasonable household items, flowers and shrubs may be located on balconies and patios. No bicycles, garbage, christmas trees, bottles, cans, fridges, freezers, or unsightly items are to be left on the balconies or patios.
- b) Smoke or allow guests or visitors to smoke in the interior common areas, to include elevators and stairwells.
- c) Post signs, fences, billboards, advertising or notices of any kind shall be erected or displayed on the common property or be visible from the common property externally to the strata lot without prior written approval of the Strata Council.
- d) Display christmas lights other than the period of November 15th and January 31st, of each year. All light displays must be removed by this date. Live christmas trees must be wrapped when carried in and out, to prevent the loss of tree needles on the common property. Any cost incurred for clean-up will be levied against the owner of the strata lot.
- e) Store bicycles in any area, other than designated bicycle stands or in storage locker areas.
- f) Post on the bulletin board any notice without, the date, name, and suite

number of the Owner. Notices will remain for two (2) week period and then be removed.

- g) Leave a rug or door mat or any other item in the common area outside of the unit front doorways. This will assist the janitorial staff and maintain the appearance of the common areas.

40.0 Pool and Spa Rules and Regulations

- a) There will be no lifeguard on duty. use these facilities at your own risk.
- b) Showers are mandatory prior to using the pool and spa.
- c) No running on the pool deck
- d) No person shall use the pool or spa with open sore or infections.
- e) No glass containers shall be permitted in the pool or spa deck area, only plastic beverage containers will be permitted.
- f) All smoker must provide their own ashtrays and remove them when they leave the pool or spa area.
- g) All Owners, visitors, guests are responsible to clean up cups, ashtrays, and return patio furniture to the usual areas and to fold down the umbrellas, spa cover must be replaced after use.
- h) No food shall be brought into or consumed on or about the pool or spa area.
- i) If using suntan lotions, you must shower prior to entering the pool or spa.
- j) Suitable bathing apparel must be worn at all times.
- k) All owners must not use the pool or spa after designated hour of use posted in the recreational area.
- l) Failure to comply with these Rules and regulations could result in a fine of \$25.00 per infraction being levied and or a suspension of privileges to use the recreation facilities for a period of time under Bylaw, Rules and Regulations, Division 2, section 7.0, subsection (i).
- m) The pool hours are from 9:00am to 11:00pm.

HARDWOOD FLOORING BYLAW

(26)

40.0 Hardwood/Laminate Floor Installation

- a) Any Owner planning to install hardwood/laminate flooring must first apply to council in writing for permission to install hardwood/laminate flooring.
- b) The installation of a quality sound absorbing underlay with a minimum specifications:
 - a) Thickness- 3.5 mm
 - b) Acoustical – 60FHC or better (ASTM E492) Sound Impact Transmission
- c) Installation hours must be kept between 8:00am and 5:00pm Monday to Friday and 10:00 am to 5:00 pm on Saturday and Sundays.
- d) Repair to any damage caused to the building or common assets caused by bringing materials into or out of the building, will be borne by the Owner of the suite being renovated. Owners must provide four working days notice (between the hours of 9:00am and 5:00 pm) to the Strata Council or their Agent for the installation of the protective padding for the elevator. A damage deposit of \$100.00 must be paid prior to bringing the materials into the building and refundable on the completion of the installation of the flooring provided there be no damage and all scrap or unused materials have been removed from the building. Liability for repairs to damage caused for the moving in or out of materials shall not be limited to the \$100.00 damage deposit.
- e) Noise transmission from installed flooring is to be minimized by removing hard soled shoes or high heel shoes and installing protective padding on furniture including table and chair legs which may be moved across the floor, etc.
- f) It is understood and agreed that the installation is considered an improvement to the Strata Lot and as such, is the sole responsibility of the Strata Lot Owner. The Strata Corporation will assume neither responsibility nor liability for any damage or repairs required from damages from internal or external sources to the improvement.
- g) Installations, once commenced, must be completed in a timely manner in accordance with the City of Surrey Bylaws.
- h) An Owner who has already installed hardwood/laminate flooring prior to the passage of this bylaw shall be subject to the extent that any damages suffered or costs incurred by the Strata Corporation as a result, directly or indirectly, of the installation must be borne by the Owner who has benefited by the installation.
- i) No construction waste will be put in the garbage bins. Only clean corrugated flattened cardboard is permitted to be placed in the cardboard recycling bin. All other construction waste disposal is the responsibility of the Owner and must be removed from the complex on completion of the installation.

HARDWOOD FLOORING BYLAW

(27)

j) Prospective purchasers are to be advised in the property disclosure statement their inherited liabilities for the installation of the hardwood/laminate flooring in the strata lot.

COPY

-3 JUN 2009 12:16
Strata Property Act 881073269

Form I
Amendment To Bylaws
(Section 128)

The Owners, Strata Plan LMS 0282, known as Highpoint Gardens certify that following enclosed copy the of amended bylaws of the strata corporation that were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an Annual General Meeting held on April 19, 2009.

“Be it resolved as a Resolution (3/4 vote) of the Owners, Strata Plan LMS 0282 that the Strata Corporation Highpoint Gardens adopt the bylaw change:

Remove the following:

2.0 Common expenses

- 2.4 All payments of whatsoever nature required to be made by each owner are due and payable on the first day of each month. Owners are required to issue post-dated cheques for assessment payments each calendar year. Post-dated cheques may be issued in two (2) increments each year, January through June and July through December. Cheques may be dated on the 1st day of each month but must be dated and cashable no later than the 15th day of each month. Assessment payments not received and cashable by the 15th day of each month will be subject to a twenty-five dollar (\$25.00) late payment penalty per month.

Add the following:

2.0 Common expenses

- 2.4 All payments of whatsoever nature required to be made by each owner are due and payable on the first day of each month. Owners are required to issue post-dated cheques for assessment payments each fiscal year. Post-dated cheques may be issued in two (2) increments each year, April through September and October through March. Cheques may be dated on the 1st day of each month but must be dated and cashable no later than the 15th day of each month. Assessment payments not received and cashable by the 15th day of each month in which they are due will be subject to a fifty dollar (\$50.00) late payment penalty per month. The Strata Corporation may charge interest in the amount of ten (10) percent per annum compounded annually on all outstanding special assessments including legal fees to collect such outstanding amounts.

Strata Property Act
Form I
10 JUN 2010 **Amendment To Bylaws** 001655448
(Section 128)

The Owners, Strata Plan LMS 0282, known as Highpoint Gardens certify that following enclosed copy the of amended bylaws of the strata corporation that were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an Annual General Meeting held on April 18, 2010.

“Be it resolved as a Resolution (3/4 vote) of the Owners, Strata Plan LMS 0282 that the Strata Corporation Highpoint Gardens adopt the following bylaw:

37.0 Moving

Rescind the following bylaw;

37.0 (b) Moving of furniture shall be confined between the hours of 8:00am. and 9:00pm and must be done so as not to create a disturbance to other residents.

Add the following bylaw;

37.0 (b) Moving of furniture shall be confined between the hours of 9:00am. and 8:00pm and must be done so as not to create a disturbance to other residents.

Rescind the following bylaw;

37.0 (f) The property manager must be contacted to arrange for pick-up and return of the elevator key and the elevator blanket that must be used when moving in or out, a refundable damage deposit of \$100.00 must be paid at the time the keys and blanket for the elevator are picked up and will be returned when the keys and blanket are returned and an inspection is done to ensure no damage was done while moving in or out.

Add the following bylaw;

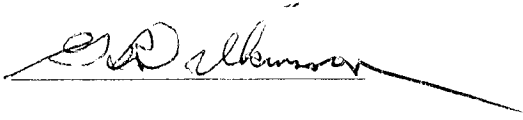
37.0 (f) The property manager must be contacted to arrange for pick-up and return of the elevator key and the elevator blanket that must be used when moving in or out. A move-in and move-out damage deposit of \$150.00 must be paid at the time the elevator key and blanket are picked up. \$100.00 will be funded within seven days when the keys and blanket are returned and an inspection is done to ensure no damage was done while moving in or moving out. A \$50.00 charge will be levied if the elevator blanket and key are not returned within 3 days

Add the following bylaw;

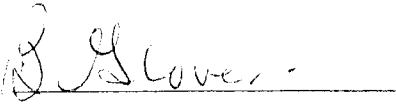
37.0 (g) Contrary to 24.0 (f) of the bylaws, the Strata Corporation shall be permitted to levy bylaw fines of up to \$500.00 for contravention of bylaws 37.0 (a, b, c, e, f) without having to first issue warning letters for any offence of these bylaws. Fines issued under this section of the bylaws, shall become due and payable immediately.

**Strata Property Act
Form I
Amendment To Bylaws
(Section 128)**

Dated this 28th Day of May 2010

A handwritten signature in black ink, appearing to read "D. Robinson", written over a horizontal line. The signature is cursive and extends slightly to the right of the line.

Council Member

A handwritten signature in black ink, appearing to read "J. Glover", written over a horizontal line. The signature is cursive and extends slightly to the right of the line.

Council Member

**Amendment To Bylaws
(Section 128)**

The Owners, Strata Plan LMS 0282, known as Highpoint Gardens certify that following enclosed copy the of amended bylaws of the strata corporation that were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an Special General Meeting held on January 6, 2010.

“Be it resolved as a Resolution (3/4 vote) of the Owners, Strata Plan LMS 0282 that the Strata Corporation Highpoint Gardens adopt the following bylaw:

41.0 Storage Rental Lockers.

1. Rental storage lockers may be rented by Owners and Tenants only that reside in the complex and can not be used to store items that do not belong to an Owner or Tenant of an Owner residing in their strata lot.
2. Tenants that wish to rent a locker(s) must rent through their landlord. The locker(s) shall be the responsibility of the Owner of the strata lot.
3. No Owner may rent more than two lockers at a time and lockers can not be rented by an Owner and sublet to any other Owner or Tenant. Special permission may be granted by Council to rent up to two additional lockers or (4) in total if there are lockers available. Renters must agree to vacate additional locker(s) if requested by Council on thirty days written notice. Additional lockers must be made available to Owners or tenants of owners first who do not already have two lockers rented. Additional lockers must be given up based on the latest date rented first and so on through the list of additional rentals that are above the two permitted by each Owner or tenant of an Owner.
4. A rental waiting list shall be kept and when locker(s) become available will be issued based on the earliest date an application to rent a locker(s) is received.
5. Rental locker monthly costs shall be determined by Council and must be paid monthly, by the 15th on the month in which they are due, by an Owner either by postdated cheque or included in their pre-authorized payment each month. Owners must vacate their rental lockers by the end of the month in which their locker fee is not paid by the 15th of the month in which payment is due, if there are others on the waiting list for a locker.
6. The Strata Corporation shall charge a \$100.00 door key/cleaning deposit which shall be returned upon inspection of the locker to ensure it has been cleaned and the key returned. Council shall have the authority to inspect and determine, at their discretion, that a locker is clean and the door key has been returned.
7. It is agreed and understood by Owners and their Tenants renting the lockers, that the Strata Corporation shall be held harmless for any loss including theft and for the removal and disposal of items in the lockers. All costs to remove and dispose of items in the lockers shall be charged back the Owner

**Strata Property Act
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Amendment To Bylaws
(Section 128)**

renting a locker, whether the items in the locker belong to the Owner renting the locker(s) or their Tenant.

8. Nothing is permitted to be stored in the rental lockers that is hazardous such as but not limited to, gasoline, oil, propane tanks, paint cleaners/thinners or any other hazardous materials of whatever nature.
9. The Strata Corporation is responsible to repair and maintain the lockers and the renter is responsible to supply their own lock for the rented lockers.
10. For security reasons, Owners or Tenants renting a locker(s) must not give to or make available their key to anyone and the Owner or Tenant renting must be present at all times when access is being made to the rental locker areas.

Dated this 6th Day of January 2010

Barb Glover

Council Member

Jennifer Johnston

Council Member

Strata Property Act
-2 JUN 2013
Amendment To Bylaws
(Section 128)

BB1959511

The Owners, Strata Plan LMS 0282, known as Highpoint Gardens certify that following enclosed copy the of amended bylaws of the strata corporation that were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an Annual General Meeting held on April 10, 2011.

“Be it resolved as a Resolution (3/4 vote) of the Owners, Strata Plan LMS 0282 that the Strata Corporation Highpoint Gardens add the following bylaw;

39.0 Miscellaneous

1) An Owner shall Not;

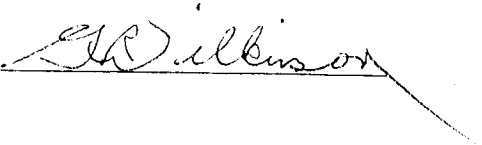
Add the following;

h) Install lattice above the height of the balcony railings. The lattice must be a typical plastic fencing lattice approved by Council. The color must be “Krylon Fusion “Express” in color or an exact match in any other brand approved by Council. Other brands and colors are to be approved by Council prior to installation of the lattice.

Dated this 17th Day of May 2011



Council Member



Council Member

AMENDMENT TO BYLAWS.

42.0 Visitor Parking Rental

- 42.1** Visitor Parking Rental Spots shall be made available to the registered Owners only, but may be rented for use by their spouses and immediate family, as defined in the Strata Property Act and must reside in the complex.
- 42.2** Priority to rent the Visitor Parking Rental Spots shall first be given to Owners with only one parking spot and then secondly to other Owners with two (2) parking spots.
- 42.3** All vehicles parked in Visitor Parking Rental Spots must be registered with the Strata Corporation and display a Visitor Parking Rental Spot Pass at all times while parked in their registered spot.
- 42.4** A maximum of one (1) Visitor Parking Rental Spot may be rented per strata lot.
- 42.5** All vehicles parked in the Visitor Parking Rental Spots must be fully insured so they can be driven daily and have at least one million dollars third party liability. A copy of proof of insurance must be provided to Council within 48 hours upon request.
- 42.6** No boats, trailers of any kind or commercial vehicles shall be permitted to park in the Visitor Parking Rental Spot.
- 42.7** The cost to rent a Visitor Parking Rental Spot shall be \$15.00 per month, due on the first day of each month and must be paid by post dated cheques for at least six (6) months in advance or included in their pre-authorized payment each month.
- 42.8** If all Visitor Parking Rental Spots are rented then a waiting list will be made giving priority to Owners with one parking spot.
- 42.9** One full months notice must be given in writing to cancel the rental of a Visitor Parking Rental Spot.
- 42.10** Owners with two (2) Parking spots renting a Visitor Parking Rental Spot shall be granted permission to rent a Visitor Parking Rental Spot only on a temporary basis. Should an Owner with only one (1) parking spot request a Visitor Parking Rental Spot, they will take precedence and the Owner(s) with two (2) parking spots shall be given one full months notice to vacate the Visitor Parking Rental Spot. Should there be more than one (1) Owner with two parking spots renting a Visitor Parking Rental Spot at the same time, then the last Owner renting shall be the first to be asked to vacate their Visitor Parking Rental Spot. The Owner asked to vacate shall take precedence on a waiting list for Owners with two (2) parking spots.
- 42.11** Vehicles leaking any fluids from their vehicle shall not be permitted to park in the Visitor Parking Rental Spots and shall be removed from the Visitor Parking Rental Spot within 24 hours upon notice in writing by Council or their agent. Proof of repair must be supplied within seven days or the Visitor Parking Rental Spot will be given to the next person on the waiting list on the first day of the next month.
- 42.12** Owners are responsible for the cleanup cost should a vehicle leak. If upon notice in writing and the leak and or staining is not cleaned within 72 hours, Council shall have authority to clean the spot and the cost charged back to the strata lot Owner.
- 42.13** Failure to comply with any of these bylaws, will result in the loss of the Visitor Parking Rental Spot, at the discretion of Council with (30) day's written notice.
- 42.14** Council or their Agent shall have authority to impound vehicles in violation of any section of these bylaws upon 48 hours written notice to the Owner of the strata lot or immediately if in the opinion of Council or their Agent it is an emergency or time is of the essence.