

SCHEDULE OF BYLAWS FOR CYPRESS RIDGE (STRATA PLAN LMS 4529)

(Compilation of all previous versions of already approved bylaws and rules on file for Strata Plan LMS4529)

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

1. Payments of Strata fees

- (1) An Owner must pay strata fees and special assessments on or before the first day of the month to which the strata fees or special assessments relate.
- (2) If an Owner is late in paying his or her strata fees or special assessments, the Owner will be subject to a fine of \$50 for every month the strata fees or special assessments remain unpaid.

2. Repair and Maintenance of Property by Owner

- (1) An Owner must repair and maintain the Owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (2) An Owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (3) An Owner must provide continuing proof of storage insurance while within the confines of Strata Property.

3. Use of Property

- (1) An Owner, Tenant, Occupant, or Visitor must not use a strata lot, the common property, or common assets in a way that:
 - (a) Causes a nuisance or hazard to another person,
 - (b) Causes unreasonable noise,
 - (c) Unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets, or another strata lot,
 - (d) Is illegal, or
 - (e) Is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An Owner, Tenant, Occupant, or Visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets, or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under Section 149 of the Act.

- (3) An Owner, Tenant, Occupant, or Visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An Owner, Tenant, or Occupant must not keep any pets on a strata lot other than one or more of the following:
 - (a) A reasonable number of fish or other small aquarium animals.
 - (b) A reasonable number of small caged animals.
 - (c) Up to 2 caged birds.
 - (d) Two dogs or two cats or one cat and one dog per unit.
 - i) An Owner, Tenant or Occupant must pick up their pet's fecal droppings and deposit them in an appropriate facility.
- (5)
 - (a) An Owner, Tenant, or Occupant (hereinafter called Resident) must park vehicles in their garage or on the driveway/garage apron without infringing into the common roadway. Exceptions for temporary use (e.g. washing vehicle and temporary loading and unloading).
 - (b) Visitor parking stalls may not be used for vehicles belonging to Residents except on a short-term basis of 2 hours or less. 2 passes will be issued per unit and must be displayed on visitors' vehicles using the visitors parking stalls. Violation procedures as follows:
 - i) First offence – warning under wiper.
 - ii) Second offence – letter mailed from management company.
 - iii) Third and Future offences – a fine and vehicle may be towed without notice at Owner's expense.
 - (c) No Owner shall hang, or permit to be hung, laundry or washing on the limited common property or common property or in any manner in or about the strata lot, which would permit the same to be visible from the outside of the strata lot.
 - (d) No Owner shall erect or place any building or structure, tent or recreational vehicle, including boats and trailers (with or without sleeping or eating accommodation) on the limited common property or common property.
 - (e) Repairs, other than in an emergency, may not be made to motor vehicles on common property.
 - (f) No Owner shall permit any members of his or her household, guests, or visitors to trespass on any property to which another Owner is entitled to exclusive occupancy or use.

- (g) No Owner shall allow the area of or around his or her strata lot, limited common property or common property to become untidy or unsanitary. The Strata Corporation shall be at liberty to remove any rubbish or clean up the common area to its satisfaction and charge the expense to the Owner after providing the Owner with written notice of intent a minimum of 48 hours in advance.
- (h) Units shall not be used for business or commercial use without written approval of council.
- (i) An Owner shall not allow any vehicle to be operated on the common property at a speed in excess of ten (10) kilometers per hour (six (6) miles per hour).
- (j) No Owner, Tenant or Occupant shall install or allow to be installed, any window coverings visible from the exterior of the strata lot, which are not white or off-white horizontal/vertical blinds similar to those originally installed by the Developer.
- (k) Festive/decorative lights and decorations are permitted one month prior and fourteen days after the end of a specific generally recognized celebration.
- (l) Vehicle oil/fluid leaks and exhaust pollution stains on limited and common property are the responsibility of the vehicle user and must be cleaned up by the user. Owners of motor vehicles causing staining, shall at the Strata Corporation's notification, clean up all drippings, or on failure to do so within seven (7) days' of notice, the strata corporation will have the stain cleaned up and a minimum clean-up charge of \$50.00 will be assessed to the strata lot.

Continuous oil/fluid leakage will result in prohibition from parking on common property until the vehicle is repaired. Continuous oil spill/leakage on limited common property may result in cost to repair resultant damage.
- (m) Balconies and patios are not to be used as general storage areas: patio furniture, barbeques, ornaments, and decorative plant pots are permitted.
- (n) Walkways must not contain items that may obstruct emergency access in any way.
- (o) Any addition or removal of shrubs, plants or trees on the common area of the property of Cypress Ridge Townhouse Complex must have Strata Council pre-approval. If annuals are planted, the request must be in writing from the resident and permission will be granted in writing by Strata Council. Requests for gardening services shall not be made by the Owners or Tenants directly to the landscapers but should be directed to the Strata Council.

- (p) Garbage, recycling and organic containers are not to be stored on common property or limited common property at any time. On garbage day they are to be put out on the aprons in front of your specific unit's garage (not on roadway) positioned in accordance with the instructions of the City of Surrey.

Signage

- (6) An Owner shall not erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the limited common property or common property or in or about any strata lot in any manner which make the same visible from the outside of the strata lot, except as follows:
 - (a) Any sign advertising the unit for sale or rental by an Owner, Agent, or company working for the Owner must have council approval and comply with Strata Council standards for size, quality, and message format.
 - (b) No more than one sign per Owner, Agent, or Real Estate Company shall be permitted to be displayed to advertise the sale or rental of any unit or combination of units within the development.
 - (c) "Open House" signs are permitted to be placed on common property to provide direction for prospective purchasers of a unit or units and can only be displayed while the Owner and/or Agent is actually in attendance.
 - (d) Election signs, (Federal, Provincial, or Municipal) are permitted to be displayed from within a unit after approval of the council with regards to size and shape.

Rentals

- (7) Subject to the provisions of this bylaw, strata lots shall be owner-occupied only, with the following exceptions:
 - (a) The number of units allowed to be rented at any time shall not exceed five (5) units for the development and only one (1) rental per building.

- (b) At any given time up to five (5) strata lots may be leased for terms of not less than one year. The procedure to be followed by the Strata Corporation in administering this limit 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 approval of tenants, require the insertion of terms in the tenancy agreement or otherwise restrict the rental of a strata lot except as set out in this bylaw.
 - (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 can be accepted.
 - (vi) An Owner may continue to lease his or her strata lot until the earlier of the date such Owner moves into the strata lot to take occupancy and the date the strata is sold by the Owner to a third party.
- (c) Notwithstanding paragraph (b), where cases of undue physical or financial hardship or a personal nature arise, the Owner may make a written request to the Council for permission to rent a strata lot for a limited period of time, and where the Council has been provided with evidence that undue hardship will result if limited rental approval is not given, the Council shall not unreasonably withhold permission for the limited rental.
- (d) This bylaw does not apply to prevent the rental of a strata lot to a member of the “family” or 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.
- (e) Where an Owner has leased a strata lot to a tenant pursuant to a tenancy agreement entered into before this bylaw was passed, this bylaw does not apply to such strata lot until the later of:
- (i) One (1) year after the tenant, who is occupying the strata lot at the time the bylaw is passed, ceases to occupy the strata lot as a tenant, and
 - (ii) One (1) year after the Bylaw has been passed

- (f) The Strata Corporation is entitled to impose a fine of up to \$500 per month for a contravention of this bylaw.
- (g) An Owner who leases or rents his strata lot shall provide to the Strata Corporation a Form K within ten days of commencement of a tenancy.
- (h) Where an Owner leases or rents his strata lot in violation of section 34 or section 144 of the Strata Property Act, the Strata Corporation may take all steps necessary to terminate the tenancy agreement or lease on behalf of the strata lot.
 - (i) A Lessee or Renter may not sublease the Unit.

Repair and Maintenance of Property by Owners

- (8) (a) Owners shall be responsible for the maintenance of mechanism of the garage opener and associated parts.
- (b) Owners are responsible for ensuring that drains from the deck or porch are kept free from debris or other materials that might impede the flow of water. If not kept clear, Owners will be responsible for any repair costs.
- (c) Owners are responsible for the cost of any damage to their deck membranes resulting from their own action(s) and must notify Council of any damage immediately.

4. Inform Strata Corporation

- (1) Within 2 weeks of becoming an Owner, an Owner must inform the strata corporation via the Property Management Company of the Owner's name, strata lot/unit number, and mailing address outside the Strata Plan (if applicable).
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.

5. Obtain Approval Before Altering a Strata Lot

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
 - (a) The structure of a building
 - (b) The exterior of a building
 - (c) Chimneys, stairs, balconies or other things attached to the exterior of a building.
 - (d) Doors, windows or skylights on the exterior of a building, or that front on the common property.
 - (e) Fences, railings or similar structures that enclose a patio, balcony or yard.

- (f) Common property located within the boundaries of the strata lot.
 - (g) Those parts of the strata lot which the strata corporation must insure under Section 149 of the Act.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1) but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.

6. Obtain Approval Before Altering Common property

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property or common assets.
- (2) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expense relating to the alteration.

7. Permit Entry to Strata lot

- (1) An Owner, Tenant, Occupant or Visitor must allow a person authorized by the Strata Corporation to enter the strata lot:
- (a) In an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) At a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portion of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under Section 149 of the Act.
- (2) The Notice referred to in subsection (1) (b) must include the date and approximate time of entry and the reason for entry.

Division 2 – Powers and Duties of Strata Corporation

8. Repair and Maintenance of Property by Strata Corporation

- (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 event, 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 the building;
 - (D) Doors, windows, and skylights on the exterior of a building or that front on the common property;
 - (E) Fences, railings, or 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, and skylights on the exterior of a building that front on the common property, and;
 - (v) Fences, railings, and similar structures that enclose patios, balconies and yards.

Division 3 - Council

9. Council Size

- (1) Subject to subsection (2), the Council must have at least 3 and not more than 7 members.
- (2) No person may stand for Council or continue to be on Council with respect to a strata lot if the Strata Council is entitled to register a lien against that strata lot under 116 (1) of the Strata Property Act.

10. Council Members' Terms

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

11. Removing Council Member

- (1) The Strata Corporation may, by a resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more council members.
- (2) After removing a council member, the Strata Corporation must hold an election at the same Annual or Special General Meeting to replace the council member for the remainder of the term.

12. Replacing Council Member

- (1) If a Council Member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the Council.
- (3) The Council may appoint a council member under this section even if the absence of the member being replaced leaves the Council without a quorum.
- (4) If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 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.

13. Officers

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

14. Calling Council Meetings.

- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if:
 - (a) All council members consent in advance of the meeting, or
 - (b) The meeting is required to deal with an emergency situation and all council members either:
 - (i) Consent in advance of the meeting, or
 - (ii) Are unavailable to provide consent after reasonable attempts to contact them
- (4) The Council must inform Owners about a council meeting as soon as feasible after the meeting has been called.

15. Requisition of Council Hearing

- (1) By application in writing, stating the reason for the request, an Owner or Tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1) the Council must hold a meeting to hear the applicant within one month of the Request.
- (3) If the purpose 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. Quorum of Council

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

17. Council Meetings

- (1) At the option of the Council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a Council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of Council meetings that deal with any of the following:
 - (a) Bylaw contravention hearings under Section 135 of the Act.
 - (b) Rental restrictions bylaw exemption hearing 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.

18. Voting at Council Meetings

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

19. Council to inform Owners of Minutes

- (1) The Council must inform owners of the minutes of all council meetings within 2 weeks of the meeting whether or not the minutes have been approved.

20. Delegation of Council's Powers and Duties

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

21. Spending Restrictions

- (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage

22. Limitation on Liability of Council Member

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

Division 4 – Enforcement of Bylaws and Rules

23. Fines

- (1) The Strata Council may fine an Owner or Tenant a maximum of
 - (a) \$200 for each contravention of a bylaw, other than a rental bylaw;
 - (b) \$500 for each contravention of a rental bylaw;
 - (c) \$ 50 for each contravention of a rule.
- (2) Fines levied by the Strata Council shall be due and owing along with the next instalment of strata maintenance fees.
- (3) Interest shall be levied on overdue fines and strata fees at the rate of 10% per annum, compounded daily.

24. Continuing Contravention

- (1) If an activity or lack of activity that constitutes a contravention or 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

25. Person to Chair Meeting

- (1) Annual and Special General Meetings must be chaired by the President of the Council.
- (2) If the President of the Council is unwilling or unable to act, the meeting must be chaired by the Vice President of the Council.
- (3) If neither the President nor the Vice President of the Council chairs the Meeting, a Chair must be elected by the eligible voters present or by proxy from among those persons who are present at the meeting

26. Participation by other than Eligible Voters

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

- (3) Persons who are not eligible to vote, including Tenants and Occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.
- (4) An Owner will not be entitled to vote at a General Meeting except on matters requiring a unanimous vote if the Strata Corporation is entitled to register a lien against that strata lot under Section 116 of the Strata Property Act.

27. Voting

- (1) At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- (2) At an Annual or Special General Meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the Chair must decide whether it will be by a show of voting cards or by roll call, secret ballot, or some other method.
- (4) The outcome of each vote, including the number of votes for and against the Resolution, if a precise count is requested, must be announced by the Chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an Annual or Special General Meeting, the President, or, if the President is absent or unable or unwilling to vote, the Vice President may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

28. Order of Business

- (1) The order of Business at Annual and Special General Meetings is as follows:
 - (a) Certify proxies and corporate representatives and issue voting cards.
 - (b) Determine that there is a quorum.
 - (c) Elect a person to chair the meeting, if necessary.
 - (d) Present to the meeting proof of notice of meeting or waiver of notice.
 - (e) Approve the agenda.
 - (f) Approve minutes from the last Annual or Special General Meeting.
 - (g) Deal with unfinished business.

- (h) Receive reports of council activities and decisions since the previous Annual General Meeting, including reports of committees, if the meeting is an Annual General Meeting.
- (i) Ratify any new rules made by the Strata Corporation under section 125 of the Act.
- (j) Report on insurance coverage in accordance with Section 154 of the Act, if the meeting is an Annual General Meeting.
- (k) Approve the budget for the coming year in accordance with Section 103 of the Act, if the meeting is an Annual General meeting.
- (l) Deal with new business, including any matters about which notice has been given under Section 45 of the Act.
- (m) Elect a Council, if the meeting is an Annual General meeting.
- (n) Terminate the meeting.

Division 6 – Voluntary Dispute Resolution

29. Voluntary Dispute Resolution

- (1) A dispute among Owners, Tenants, the Strata Corporation or any combination of them, may be referred to a dispute resolution committee by a party to the dispute if
 - (a) All the Parties to the dispute consent, and
 - (b) The dispute involves the Act, the regulations, the Bylaws or the Rules.
- (2) A Dispute Resolution Committee consist 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 chosen by a method that is consented to, by all the disputing parties.
- (3) The Dispute Resolution Committee must attempt to help the disputing parties to voluntarily end the Dispute.

Division 7 – Miscellaneous

30. Small Claims/Recovery/Legal Action Bylaw – Authorization to Process

- (1) Pursuant to Section 171 of the Strata Property Act the Council on behalf of the Strata Corporation may commence a proceeding under the Small Claims Act against an Owner or Other Person to collect money owing to the Strata Corporation without further authorization from the Strata Corporation. The Council may commence the proceedings to collect monies owing to the Strata Corporation for any reason, including, but not limited to the monies owing by an Owner or Tenant for a fine or to recover the deductible portion of an insurance claim. The Council has full authority to negotiate a settlement or discontinue or dismiss the action.

31. Quorum

- (1) Notwithstanding section 48(3) of the Act, if within 15 minutes from the time appointed for an Annual or Special General Meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the eligible voters present at that time in person or by proxy shall constitute a quorum.

Division 8 – Damage to Property/Insurance

31. Damage to Property/Insurance

- (1) In the event that loss or damage occurs to a strata lot, common property, limited common property or facilities that gives rise to a valid claim under the Strata Corporation's insurance policy, the Owner of the strata lot from where the damage originated, is responsible for the deduction portion of the Strata Corporation's policy relative to the loss or damage. It is recommended that Owners obtain deductible insurance from their own insurance providers.