

STRATA PLAN LMS 2035

COVENTRY WOODS

**9025 – 216th Street
Langley, British Columbia**

Bylaws

Incorporated with the Schedule of Standard Bylaws as per the Strata Property Act

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SCHEDULE OF STANDARD BYLAWS LMS2035 (Coventry Woods)

Division 1 Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Interest shall be charged on overdue strata fees (including special levies) and shall be calculated at ten percent (10%) per annum, compounded annually.
- (3) Strata fees not received by the first day of the month in which they are due are subject to a \$50.00 fine, which is in addition to any interest charged under Bylaw 1(2).

Repair and maintenance of property by owner

- 2 (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.

Use of property

- 3 (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) causes an objectionable odour to emanate from the strata lot or limited common property;
 - (d) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (e) is illegal or contravenes any municipal bylaw or ordinance,
 - (f) unreasonably increases the risk of fire, or
 - (g) 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, namely as residential premises.
- (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) The patios, decks, side yards and other common property of each strata lot shall not be used for the purpose of storage. Only patio furniture and potted plants shall be placed on the patios or decks.
- (4) All draperies visible from the outside of the building shall be white or cream in colour so as not to deter from the appearance of the building. No other items may be displayed in any window.
- (5) Subject to Bylaw 9 no object such as signs, advertising, notices, or laundry shall be erected or displayed on common or the limited common property or a strata lot such that it may be visible from the exterior of the strata lot.
- (6) Subject to Bylaw 7(iv) no shade screen, satellite dish, radio or television antenna or other such apparatus shall be hung from or attached to the exterior of any strata lot (including the limited common and common property), without the prior written approval of the council.
- (7) An owner, tenant or occupant must not:
 - (i) Throw or shake any items from any window, patio or balcony.
 - (ii) Use a barbecue which is not fuelled by natural gas or propane or is electric.
 - (iii) Admit anyone to the strata complex who is not known to them or has not properly identified themselves and has legitimate business with an owner, tenant, occupant or the strata corporation. Owners, tenants and occupants admitting persons to the strata complex shall be responsible for the activities of those persons.
 - (iv) Place or erect a pool, hot tub, garden shed or patio awning on limited common with the exceptions of:
 - (a) Retractable awnings placed over patios, which must be approved by council, in accordance with the specifications, colours decided upon. These retractable awnings would become the responsibility of the owner/or future owner, in regards to maintenance, cleaning, or any damages to the exterior of the home.
 - (b) Entrance cover on Beechwood units – These covers may be installed within the guidelines and specifications decided upon. An owner must submit drawings and specifications for council approval prior to any installation. The owner/future owner would be responsible for maintenance, cleaning, including the cleaning of gutters, obstructed by this installation, and any structural damage to their home, should this occur.
 - (v) Store in or about a strata lot, the limited common property or the common property any item or substance which would be considered an extreme fire hazard.
 - (vi) Place any item on or take any action which would be likely to damage or interfere with the growth of the lawn, plants, bushes and other vegetation on the common property.
 - (vii) A resident or visitor is not permitted to feed or encourage any birds or wild animals within the property of the Strata Corporation. Any contravention of this bylaw will be subject to fine of \$25 for the first offence and \$50 for any additional offences. Hummingbird feeders are allowed as an exception to this bylaw.

Pets

- 4 (1) An owner, tenant or occupant must not keep any pets on a strata lot other than one of the following:
- (a) two dogs; or
 - (b) two cats ; or
 - (c) one dog and one cat; and
 - (d) two caged birds.

No exotic pets or dangerous animals are allowed.

- (2) All pets must be registered with the strata corporation by giving the pet's breed, colouring, name and animal license number (if applicable).
- (3) All pets must be leashed and under the control of their owner while on the common property and must not be left unattended.
- (4) A pet's owner must remove any waste or excrement left by the pet on the common property. Failure to do so will result in a fine of \$75.00.
- (5) Pets (other than guide dogs) shall not be permitted in the pool, lounge or recreational facilities.
- (6) Pets which are, at the discretion of the strata council, acting reasonably, considered to be a nuisance shall be ordered in writing to be removed from the strata lot. An owner, tenant or occupant shall have fifteen (15) days to comply with any such order.

Inform strata corporation

- 5 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

6. (1) An owner must obtain the written approval of the strata council before making or authorizing an alteration or addition to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) patios, chimneys, stairs, antennae, satellite dishes, window mounted air conditioners, balconies or other things attached to, or placed on, the exterior of a building, with the exception of Christmas lighting and decoration;
 - (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 a strata lot;
 - (g) those parts of the strata lot which the strata corporation or a separate section must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under Subsection (1), but as a condition of its approval, it may require an owner to:
- (a) present design drawings and specifications pertaining to the proposed alteration;
 - (b) ensure that all work is done to a standard and is of a quality consistent with that of the rest of the building;
 - (c) obtain all necessary permits and governmental approvals and provide copies thereof to the strata corporation; and
 - (d) Provide proof of third party liability insurance in an amount specified by the strata corporation.
- (3) The strata corporation, at an owner's expense, may return to its previous condition any alteration which has been made and has not been approved.

Obtain approval before altering common property

- 7
- (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 must:
- (a) present design drawings and specifications pertaining to the proposed alteration;
 - (b) ensure that all work is done to a standard and is of a quality consistent with that of the rest of the building;
 - (c) obtain all necessary permits and governmental approvals and provide copies thereof to the strata corporation;
 - (d) enter into a written agreement that they shall be responsible for any future repair and maintenance costs relating directly or indirectly to the alteration. The owner shall, prior to transferring title to the strata lot cause any future owner to agree in writing to be bound by the terms of such agreement; and
 - (e) Provide proof of third party liability insurance in an amount specified by the strata corporation.
 - (f) This bylaw does not apply to "window mounted" air conditioners (see Bylaw 6 (c)). Owners may apply to the Strata Council to install one permanent air conditioner/heat pump in an approved location on the exterior of their strata lot (common property) which may require wiring/conduit to be run through the building envelope: with the following conditions:
 - a. wiring/conduit required for installation may not exceed 3" in diameter and a penetration through a wall to accommodate the wiring/conduit may not exceed 3.25" in maximum diameter.
 - b. wiring/conduit must be run through the building envelope in a location within one (1) foot height of the ground, measured from the bottom mounting point of the air conditioner/heat pump, such location to be first approved in writing by the Council.

- c. an air conditioner/heat pump, including make and model and other applicable specifications, must be approved in writing by the Council prior to installation.
 - d. the Strata Council reserves the right to set minimum standards for suitable air conditioners/heat pumps and may change this standard from time to time, in a reasonable fashion.
 - e. the decibel level and vibration level of an air conditioner/heat pump must be approved by Council, subject to reasonable standards as identified by the ownership from time to time.
 - f. installation of an air conditioner/heat pump must be performed by a qualified contractor and the Strata Council may, at its sole discretion, reserve the right to require the use of specified qualified contractors.
 - g. any perforation through the building envelope must be performed in a workman like fashion and with the guidance of a building envelope consultant where deemed necessary by the Council, and the owner of the strata lot will remain responsible for any damage or concerns caused by this perforation in the future.
 - h. at any time during the lifespan of the air conditioner/heat pump should the performance of the air conditioner become problematic in the opinion of the Strata Council, either through noise, vibration or effluent, the Strata Council may order the air conditioner removed until such time it is satisfactorily repaired or replaced with an approved air conditioner.
- (3) Patios extensions must not exceed in depth from the rear of the strata lot the lesser of:
- (i) 50% of the depth of the current patio; or
 - (ii) 40% of the combined depth of the patio plus the common property adjacent to the rear of the strata lot.
- (4) All Strata units were built with a concrete patio directly outside the kitchenette area. The location, shape and size of each patio is shown in the drawings registered with the Land Title Offices in New Westminster. The responsibility of Strata is to maintain the original concrete patio. Strata are not responsible for any repair or replacement of any additional concrete patio or other structures or coverings that may have been added to the unit. Any proposed changes to patios must be of a cement grey coloured material. *Owners must apply to the strata council for permission prior to making any changes.*
- (5) The strata corporation, at an owner's expense, may return to its previous condition any alteration which has been made and has not been approved.

Permit entry to strata lot

- 8 (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 portions 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.
- (3) A request to enter or a Notice of Entry a unit (as provided for in #8-1 and #8-(2)) will be deemed to have been served, in the owners absence, when the request is made to the onsite surrogate (emergency key holder) of the owner. Appointed surrogates, and subsequent changes may be recorded with the Council Secretary. Failure to appoint or declare a surrogate will be considered a "waiver of rights" by the owner and "granting of rights to enter" for emergencies, repair or maintenance.

Resale of Strata Lots

- 9 For Sale signs and other advertising regarding strata lots for sale shall only be posted on the directory board created for that purpose. For Sale signs must be removed within 7 days of a binding contract for purchase and sale being entered into.

Garbage

- 10 (1) Any articles or material other than normal household garbage and recyclables must be removed by, and at the expense of, the owners, tenants and occupants of the strata lot from which the articles or materials originated.
- (2) All normal household garbage must be properly bagged and cardboard must be flattened before being placed in the designated containers.
- (3) Removal of all boxes and waste which is a result of the move is the responsibility of the owner(s), tenant(s) or occupant(s) moving in. Costs incurred by the strata corporation in removing such items will be charged to the strata lot.

Parking

- 11 (1) An owner, tenant or occupant (herein a "Resident") must only use the parking space which is specifically assigned to the strata lot in which he or she resides, and no other person shall use such parking space without the owner's permission.
- (2) A parking space assigned to a strata lot must not be rented or leased to non residents, but may be rented to another resident despite sub paragraph (1).

- (3) Residents must not park in those areas designated visitor parking between the hours of 9:00 AM and 9:00 PM. Residents may use visitor parking during the hours of 9:00 PM and 9:00 AM with prior written approval of Council.
- (4) Visitor parking shall only be permitted in designated spaces. Visitors parking over night must display on their dashboard, a Coventry Woods Visitor Pass or a note, in large print, stating "I am a visitor to Unit #____" and shall not park overnight in excess of 5 consecutive nights without the approval of the council.
- (5) Vehicles parked in violation of subsections (3) and (4) shall be towed at the owner's expense.
- (6) A Resident or visitor must not park their vehicle on the common property except for a temporary period for the purposes of loading and unloading the vehicle and for no longer than 30 minutes.
- (7) Any vehicle which extends into the roadway shall be towed at the owner's expenses.
- (8) No repairs to motor vehicles may be made on the common or limited common property except in an emergency.
- (9) Individual Residents shall be responsible for cleaning up any fluid spills or other debris left on the common property resulting from the operation of a vehicle by that Resident or their guest.
- (10) No vehicle exceeding 4000 kg G.V.W or 20 feet in length shall be brought onto the common property except for the purposes of delivery to or removal from a strata lot.
- (11) Recreational vehicles, trailers and boats may not be parked on the common or limited common property except on a temporary basis. A resident may park a recreational vehicle on the apron of their home for the purpose of loading and unloading their vehicle for a maximum of four (4) hours. Overnight parking will be permitted for 1 (one) night only, in an area designated by Council, with a permit. Owners are to request a permit by filling out a service request form with the date for the required parking permit. The use of propane is prohibited. Overnight occupancy or sleeping in an RV is prohibited.
- (12) Unlicensed vehicles parked on common or limited common property must be covered by insurance for third party liability, and a copy of the said insurance must be delivered to the council. If evidence of insurance on the unlicensed vehicles is not provided to council, and the Resident who owns the vehicle has been requested in writing to provide a copy but has not done so within a reasonable time, the council may arrange to have the unlicensed vehicle removed from the common or limited common property and the cost of removal shall be charged to the Resident and become due and shall be payable with his next monthly maintenance fee.
- (13) The maximum speed limit on the common property is 15 km/hr.

Division 2 - Powers and Duties of Strata corporation

Repair and maintenance of property by strata corporation

- 12 (1) The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (a) the structure of a building;
 - (b) the exterior of a building; Window cleaning and building envelope cleaning is the responsibility of the strata corporation. More frequent cleaning is the responsibility of the owner which must be carried out by a qualified contractor.
 - (c) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (d) doors, windows (including frames) and skylights on the exterior of a building or that front on the common property; and
 - (e) fences, railings and similar structures that enclose patios, balconies and yards.
 - (f) The large garage doors shall be inspected every two (2) years. Strata responsibility includes everything but the electronic opening mechanism and remote. *Owners are responsible for any damage caused to the garage door, other than any normal operating wear.*
- (d) A strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
- (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows (including frames) and skylights on the exterior of a building or that front on the common property; and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Acquisition and Disposal of Personal Property

- 13 For the purposes of Section 82(3) of the Act, the strata corporation may acquire or dispose of personal property up to and including \$2,000.00 in value without approval by way of a resolution passed by a 3/4 vote.

Division 3 - Council

Council size

- 14 (1) The council must have a minimum of 3 and a maximum of 7 members.

Council Membership

- 15 (1) An owner of a strata lot whose strata fees are in arrears for more than sixty (60) days is ineligible for election to the council.
- (2) An owner of a strata lot who is a member of the council and whose strata fees are in arrears for more than sixty (60) days must resign from council.

Council members' terms

- 16 (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 reelection.

Removing council member

- 17 (1) Unless all the owners are on the 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.
- (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.

Replacing council member

- 18 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, at the discretion of council, 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.

Officers

- 19 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 20 (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.

Requisition of council hearing

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

Quorum of council

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

Council meetings

- 23 (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.

Voting at council meetings

- 24 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, 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.

Council to inform owners of minutes

- 25 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.

Delegation of council's powers and duties

- 26 (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 purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 27 (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.

Unapproved Expenditures

- 28 For the purposes of section 98(2) of the Act the maximum unapproved expenditure, together with all other unapproved expenditures, shall not exceed \$5,000.00.

Division 4 - Enforcement of Bylaws and Rules

Fines

- 29 (1) The Strata corporation may fine an owner or a tenant a maximum of:
 - (a) \$200.00 for each contravention of a bylaw, other than a rental bylaw;
 - (b) \$500.00 for each contravention of a rental bylaw; and
 - (c) \$50.00 for each contravention of a rule.
- (2) Fines levied by the strata corporation shall be due and owing along with the next installment of strata maintenance fees.

Continuing contravention

- 30 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 - Annual and Special General Meetings

Person to chair meeting

- 31
- (1) Annual and special general meetings must be chaired by the president of the council.
 - (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
 - (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 32
- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
 - (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
 - (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.
 - (4) A vote for strata lot may not be exercised, except on matters requiring a unanimous vote, if the Strata corporation is entitled to register a lien against that strata lot under S.116.

Voting

- 33
- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
 - (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
 - (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
 - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
 - (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

- (6) If there are only 2 strata lots in the strata plan, Subsection (5) does not apply.
- (7) 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.

Order of business

- 34 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 -Additional Bylaws

Voluntary dispute resolution

- 35 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one 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.

Insurance

36 Resident Insurance

36A.1 An owner, tenant or occupant is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.

36B Responsibility of Owners

36B.1 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.

36B.2 For clarity and without limiting the meaning of the word "**responsible**", an owner is deemed to be responsible, under bylaw 37.B.1, for any of the following:

- (a) The owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, as the word "**responsible**" has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;
- (b) Any loss or damage to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, an/or owner's tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees); and
- (c) Any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner's strata lot or limited common property designated for the exclusive use of such owner's strata lot, including, but not limited to, anything arising from any of the following:

- (i) Dishwasher;
- (ii) Refrigerator with ice/water dispensing capabilities;
- (iii) Garburator;
- (iv) Washing machine;
- (v) Toilets, sinks, bathtubs;
- (vi) Dedicated plumbing related pipes and fixtures, that solely service a strata lot;
- (vii) Fireplaces;
- (viii) Exhaust fans and humidifiers/dehumidifiers;
- (ix) Anything introduced into the strata lot by a resident or visitor;
- (x) Any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
- (xi) Any pets residing in or visiting at the owner's strata lot;
- (xii) Any person residing in or visiting at the owner's strata lot; and
- (xiii) Barbecues or smokers.

36B.3

For the purposes of these bylaws, an expense not covered by the strata insurance proceeds received by the strata corporation includes:

- (a) The costs of investigation the cause of any loss or damage, where the owner is responsible;
- (b) The costs of repairing the cause of any loss or damage, where the owner is responsible;
- (c) Legal costs, on a full indemnity basis, incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner;
- (d) Any insurance deductible paid or payable by the strata corporation; and
- (e) The costs to repair the loss or damage, where no strata insurance policy operates or where the strata council decides not to make a claim on any strata insurance policy because no strata insurance policy would operate or because making a claim is not in the best interests of the strata corporation, as determined by the strata council acting reasonably. Where an insurance claim is not made because it would not be in the best interests of the strata corporation, the owner's liability under this bylaw 37B.3€ is limited to an amount equal to the insurance deductible that would have been paid or payable by the strata corporation had an insurance claim been made and accepted by the insurer.
An expense not covered by the strata insurance proceeds received by the strata corporation will be charged to the owner. For certainty, nothing in this bylaw 37 requires the strata corporation to make a claim on any strata insurance policy in order to charge an amount to the owner in accordance with bylaws 36B.a, 36B.2 and/or 36B.3.

Court Actions

- 37 In accordance with Section 171(4) the authorization referred to under section 171(2) is not required for a proceeding under the Small Claims Act. Such proceedings may be commenced with the approval of the council only.

Rental Restrictions

- 38 (1) The rental of strata lots is prohibited.
- (2) Should an owner rent a strata lot to a family member (as defined by the Act) or obtain permission under the Act to rent on the basis of a hardship, that owner must submit a signed Notice of Tenant's Responsibility to the Strata Corporation within the time limit allowed under the Act.
- (3) An owner who fails to submit a signed Notice of Tenant's Responsibility within the time limit allowed under the Act shall be subject to a fine in the amount of \$100.00 for every month or part thereof that the strata lot is rented and the Strata Corporation is not in receipt of a signed Notice of Tenant's Responsibility.
- (4) An owner who rents a strata lot contrary to this bylaw shall be subject to a fine of \$500.00.

Employees

- 39 The strata corporation shall provide descriptions of duties for the caretaker and such other staff positions as may be established from time to time, and shall establish a reporting a framework for the direction of staff. Descriptions of duties and the reporting framework cover those staff positions reporting directly to the Strata Corporation and are not related to those covered by any management contract with a property manager.

Recovery of Legal Costs in Registration and Enforcement of Liens

The following costs of registering a lien against an owner's strata lot under section 116 of the *Strata Property Act* or enforcing a lien under section 117 of the *Strata Property Act* may be added to the amount owing to the strata corporation under a Certificate of Lien:

- (a) actual, solicitor-and-client, legal costs;
 - (b) land title and court registry fees;
 - (c) other reasonable disbursements.
1. The Strata Corporation be prohibited from the date hereof forward, from granting any further lien, charge, encumbrance or security interest in or to the assets or personal property of the Strata Corporation until the Loan (as defined herein) is repaid in full, except with the prior written consent of Vancity;
 2. The Strata Corporation include in each annual budget the appropriate line items and amounts regarding the Special Levy and the payments of principal and interest due to Vancity under the Loan during the budget period.
 3. The funds advanced by Vancity be used only for the purposes set out herein.

4. The Strata Corporation establish banking facilities satisfactory to Vancity for the purposes of administering the receipt and deposit of all monies received from individual owners on account of payment by such owners to the Strata Corporation of their respective Special Levy amounts.
5. For the purposes of section 116(3)(b) of the Act, the following terms of payment by owners who are unable to pay the Special Levy contribution amount in respect of their strata lot in full by February 28, 2022 (the Due Date) are deemed to be "*arrangements satisfactory to the Strata Corporation to pay the money owing*":
 - (1) The owner must make monthly payments, based on a 5 year amortization period of the Loan, plus interest at the rate of the 4.25%, calculated daily and compounded monthly (the "Reduced Interest Rate"), which payments must be made by the owner on or by the 1st day of each month, starting on **February 28, 2022** [due date of Special Levy].
 - (2) The owner may pay the balance owing by that owner on the Special Levy in full, plus any unpaid accrued interest, at any time during the 5 year amortization period;
 - (3) The balance owing by an owner on the Special Levy, plus any accrued interest, is due and payable in full on the transfer of the strata lot;
 - (5) The Strata Corporation may file a lien to secure the Special Levy;
 - (4) The Strata Corporation will not take other measures against an owner in respect of the unpaid Special Levy contributions and accrued interest but only so long as:
 - (a) the owner remains current with property taxes owing to the municipality;
 - (b) the owner is not the subject of an assignment or any other proceeding under the Bankruptcy and Insolvency Act;
 - (c) the owner pays the monthly payments of principal and interest attributable to the owner's strata lot in strict accordance with paragraph (1) of this Note;
 - (d) the owner pays sections fees or any other special levy that may be assessed in the future by the applicable due date(s).

In the event that an owner fails to make any monthly payment on or by the 1st day of the applicable month in accordance with paragraph (1) of this Note or does not comply with paragraph (4) of this Note:

- (e) the Strata Corporation shall be entitled to file a lien against the owner's strata lot in accordance with section 116 of the Act, if one has not already been filed, and to take such other measures, including forced sale of the owner's strata lot to collect the amounts owing to the Strata Corporation; and
- (f) the interest rate of 10% per annum, compounded annually shall apply retroactively to the full amount of the Special Levy that was due and payable on February 28, 2022.

RULES AND REGULATIONS
Updated November 29, 2012
Strata Plan LMS 2035 - Coventry Woods

1. USE OF THE RECREATION FACILITIES - An owner shall comply strictly with these bylaws, and all other bylaws of the strata corporation, and with rules and regulations adopted from time to time.

1.1 General

- a) Smoking is not allowed anywhere on the Clubhouse Property, which includes the lounge, exercise room, pool table area, lobby and spa and exterior pool deck area.
- b) The following are in addition to the posted rules with regards to usage of the pool and spa:
 - i. Use of glass containers in the pool area is prohibited, only plastic is allowed.
 - ii. All guests must be accompanied by the resident/owners. Four guests per owner at any time.
 - iii. All people using the pool must wear proper swimming attire, no clothes into the pool. All people **MUST** shower prior to entering the pool and/or the spa (the natural body oils can present problems with the spa and pool and this is why it is required).
 - vi. Although priority is to be given to adults (over 18) adult only swimming will be 12 noon - 2:00 PM and 7:00 PM - 9:00 PM.
 - vii. No children under the age of 3 years (or if not toilet trained) are allowed in the pool or spa.
 - viii. No children under the age of 14 are allowed in the spa unless accompanied by an adult (over 18) and permission from the child's parents has been given. (Anyone under the age of 14 is not to stay in the spa for any longer than 10 minutes at a time, with another 10 minutes out of the spa before re-entering. This is for the safety of the child.)
 - ix. **No Pets**, unless a seeing eye dog, are allowed in any of the recreation facilities.
 - x. Persons using pool furniture or pool equipment (such as foam tubes) will return them to their original location after use.

PLEASE NOTE: All noise and talking are to be kept to a minimum in the early morning and later evening hours. This is in fairness to those living around the pool. Failure to be considerate will only cause the hours to be altered to later openings and earlier closings. Please be fair so that everyone may enjoy the times.

1.2 Lounge and Exercise Facility

- a. All users of the lounge, pool table area and kitchen must clean after themselves.
- b. All users of the equipment must have a towel and wipe down any equipment they use so that sweat is not allowed to dry on the equipment (this is a courtesy for the next user).
- c. All users of the exercise equipment should familiarize themselves with the operation of the equipment prior to use. If you use the equipment without knowledge of it the strata cannot be held responsible for injury. Equipment should not be moved by the"

Owners under any circumstances. Any requests to have equipment moved should be submitted to the Strata Council. This is for the safety and protection of the equipment in the exercise facility.

1.3	Lounge Hours	7 AM	to	10 PM
	Pool Hours	7 AM	to	10 PM
	Spa Hours	7 AM	to	10 PM

Adults Only over 18 Pool Hours:

Monday to Sunday	12 noon	to	2 PM
	And 7 PM	to	9 PM

Please note that reserve times are not permitted. Equipment is available on a 'first come, first serve' basis. Please be considerate of others waiting and limit your usage time to 20 minutes.

Please note that the pool and/or spa may be closed down during morning hours for cleaning and chlorine balance purposes. These may not be used while closed. If you use the pool prior to the cleaning and chemical balancing, usually early morning hours, strata will not be responsible for any sickness or illness that may be resultant from using these facilities.
(Chemical balance is checked twice daily.)

1.4 Pool Table

Anyone using the pool table is asked to limit his or her time to 1 hour. If any other owner comes in and marks their name and time on the chalkboard, they then have the right to return 1 hour from that time to play pool. The existing players would have to move off the table, but could then enter their name and time to play 1 hour later. Courtesy and common sense should prevail.

