

BYLAWS – SILVER CREEK LODGE – STRATA CORPORATION KAS1984

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

1 COMPLIANCE WITH BYLAWS AND RULES

1.1 An owner, tenant, occupant, (hereinafter referred to as “resident”) or visitor must comply with all Bylaws and Rules of the Strata Corporation.

2 PAYMENT OF STRATA FEES

2.1 An owner must pay strata fees on a monthly basis on or before the first day of the month to which the strata fees relate.

2.2 Notwithstanding the purpose for which an Owner may indicate a payment is made, all payments received by the Strata Corporation from or on behalf of an owner will be applied on account of any debts owing by the owner to the Strata Corporation on a first in, first out basis irrespective of the manner in which the owner’s debt arose.

2.3 Strata fees that are not paid on the first day of the month to which the strata fees relate will be charged interest at a rate of 10% per annum, compounded annually until such time as the strata fees have been paid in full.

3 REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

3.1 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.

3.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

4 USE OF PROPERTY

General

4.1 A resident or visitor must not use or permit the use of 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, and in this regard, the hours between 10 pm and 8 am shall be considered “quiet” hours.
- (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 in contravention of statute, ordinance, bylaw or regulation of any government authority, whether federal, provincial, local government or otherwise.
 - (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, or
 - (f) contravenes any bylaw or rule of the strata corporation.
- 4.2 Residents are responsible for the acts of their visitors.
- 4.3 A resident 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 *Strata Property Act* (the “Act”).
- 4.4 Any resident or visitor that causes damage as contemplated by Bylaw 4.3 is jointly and severally responsible for the costs necessary to repair such damage. Such costs shall stand as a special levy against the strata lot of the owner.
- 4.5 Owners or residents shall not erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the common property or in or about any strata lot in any manner which may make the same visible from the outside of the strata lot, without specific written permission of the strata council.
- 4.6 Owners will not rent their Strata Lots other than through the Rental Manager and in accordance with the Rental Management and Cost Sharing Agreement.
- 4.7 Owners will not advertise, display or promote their Strata Lot for rent, unless such activities direct rentals through the Rental Manager or the Rental Manager approved and consents of the advertisement.
- 4.8 A resident shall not be entitled to claim any compensation or recourse from the strata corporation for any loss or damage to the property or person of the owner arising from any defect or want or repair of the common property, limited common property or any part thereof, unless such loss or wilful damage or fraud resulted from the negligent act of omission on the part of the strata corporation, it’s servants, employees or agents.
- 4.9 Natural (cut) Christmas trees are not permitted on the common property or strata lots, even temporarily, including the lobby, parking area, and elevators.
- 4.10 Signs, notices, or advertisements of a Strata Lot being offered for sale may only be displayed on or about the building in a location approved by the Strata Corporation.

- 4.11 A resident shall not install any window coverings visible from the exterior of the strata lot which are different in size or colour from those of the original building specifications.
- 4.12 A resident shall not hang or display any laundry, washing, clothing, bedding or other articles from windows, patios, balconies or other parts of the building so that they are visible from the outside of the building.
- 4.13 Hot Tubs are not permitted on the balconies.
- 4.14 The Rental Manager may remove garbage from Strata Lots which are under a rental management contract. Otherwise owners are responsible for the removal of garbage from their Strata Lots to the collection area in the parkade.

Pets

- 4.15 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 mammals
 - (c) up to 2 caged birds;
 - (d) No dogs or cats are permitted in or on any strata lot or any strata corporation property with the exception of personal assist dogs.

Parking

- 4.16 Vehicles parked or stored in contravention of the Bylaws or Rules of the Strata Corporation may be towed or a wheel lock installed without notice at the resident or visitor's risk and expense.
- 4.17 Residents and visitors must abide by posted speed limit and/or parking signs.
- 4.18 No vehicle (including but not limited to cars, motorcycles, vans, trucks, boats, trailers, campers, motorhomes, snowmobiles and ATVs) of any kind shall be parked upon any common property or limited common property without displaying:
- 1. A valid permit issued from the strata council/property manager;
 - 2. A valid/current license plate or proof of insurance;
- Failure to comply may result in one or all of the following:
- a. a written warning;
 - b. a monetary fine, in the amount of \$150;

- c. wheel immobilization;
- d. .removal by towing and the associated costs.

Amended June 7,14 AGM

Common Property

- 4.21 Exterior security doors shall not be caused to be propped open or fixed in any way that will prevent their locking when closed.
- 4.22 Strata Lot doors that front onto common property shall not be left propped open for extended periods of time.
- 4.23 Playing (ball throwing, skateboarding and other sporting activities) are not permitted on the parking lots, driveway areas or other common property.
- 4.24 With the exception of transiting from the front entry to the ski lockers, snowboards, skis and poles are not permitted to be taken through the hallways, corridors or stairwells of the building.
- 4.25 There will be no smoking in any of the common areas of the building or property.
- 4.26 Bottles or glass containers are not permitted in the hot tub areas. Liquids or beverages must be in plastic, aluminum or other non-breakable containers.

Balcony Use

- 4.27
Cooking and all types of cooking or open flame appliances are not permitted on balconies. Cooking appliances include but are not limited to BBQ's, (gas, electric or briquettes); hibachi's and any form of camping stoves (single or multiple burners). First infraction may incur \$150 fine. Subsequent violations may be subject to fines up to \$200 per warning.
Guests or renters may be subject to: cancellation of their booking, removal from the building and the confiscation of the equipment at the discretion of the rental manager as well as incurring the aforementioned fines. **Amended June 7,14 AGM**

5 INFORM STRATA CORPORATION

- 5.1 Within two weeks of becoming an owner, an owner must inform the strata corporation and the Rental Manager of the owner's name, strata lot number and mailing address outside the strata development.
- 5.2 Within two weeks of the commencement of a monthly tenancy, a tenant must inform the strata corporation of his or her name, mailing address and phone number and confirm that the information contained in the Form K rental form is correct.

6 OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT

6.1 A resident 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) doors or windows that front on the common property;
 - (d) fences, railings or similar structures that enclose a patio or balcony;
 - (e) common property located within the boundaries of a strata lot;
 - (f) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
 - (g) floors, walls or ceilings of a strata lot.
 - (h) any electrical work or any device or fixture connected to the plumbing system; and,
 - (i) any changes or alterations to the natural gas fireplaces or gas supply lines.
- 6.2 To obtain approval from the Strata Council an Owner will be required to provide detailed specifications regarding any changes covered in section 6.1. The Strata Corporation will consult with the Hotel Manager prior to approval of any renovations or alterations
- 6.3 The primary consideration for approval of an alteration will be the “quiet enjoyment” of other guests and owners and any alteration that may affect sound transmission will be carefully scrutinized.
- 6.4 Prior to the renovation or alteration of a Strata Lot consideration should be given to the future rental demand for the Strata Lot. Renovations or alterations, especially those that alter or restrict the current sleeping configuration may lessen the rental demand for the Strata Lot or make it “unrentable”. The Rental Manager shall have final authority over whether the Strata Lot will be allowed to remain in the Rental Management and Cost Sharing Agreement.
- 6.5 All alterations or renovations will be done in consultation with the Rental Manager.
- 6.6 Any damage to a Strata Lot, the common areas, or another Strata Lot as the result of any incident associated with the renovation or alteration of a Strata Lot shall be the liability of the Strata Owner making the renovation or alteration.
- 6.7 No improvements, renovations or alterations will be approved by the Strata Corporation which involves:

- (a) any electrical or plumbing work that is not performed by a certified Trades Person;
- (b) the installation of a washer or dryer;
- (c) dimensional changes, or
- (d) a contravention of the Building Code.

- 6.8 No work will be done during the “quiet hours” unless authorized by the Rental Manager.
- 6.9 Owners will be responsible for the timely removal of all construction refuse from the common property.

7 OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY

- 7.1 A resident must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

8 PERMIT ENTRY TO STRATA LOT

- 8.1 A resident 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 the Act, or insure under section 149 of the Act.

(c) The notice referred to in subsection 8.1(b) must include the date and approximate time of entry, and the reason for entry.

Division 2 - Powers and Duties of Strata Corporation

9 REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

- 9.1 The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors and windows on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios or 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 and windows on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios and balconies.

Division 3 - Council

10 COUNCIL SIZE AND ELIGIBILITY

- 10.1 The council must have at least 3 and not more than 7 members,
- 10.2 In addition to those persons set out in the Act, the following persons are entitled to stand for election and serve as a council member:
- (a) spouse of an owner;
 - (b) court appointed representative of an owner;
 - (c) any person appointed as the attorney of an owner pursuant to the *Power of Attorney Act* or any act made in substitution thereof, provided however that only ONE (1) representative of a strata lot may stand for election as a council member.
- 10.3 No person may stand for council or continue to be on council with respect to a strata lot if the Strata Corporation is entitled to register a Certificate of Lien against that strata lot.

11 COUNCIL MEMBERS' TERMS

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

12 REMOVING COUNCIL MEMBER

- 12.1 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.
- 12.2 If more than one council member is removed in accordance with subsection 12.1 and the number of council members after the removal is less than three, the Strata Corporation must hold an election at the same Annual or Special General Meeting to replace the council members for the remainder of the term.
- 12.3 If only one council member is removed then the position of that council member may be filled in accordance with Paragraph 13.1

13 REPLACING COUNCIL MEMBER

- 13.1 If a council member resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 13.2 A replacement council member may be appointed from any person eligible to sit on the council.

13.3 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,

13.4 If all the members of the council resign or are unwilling or unable to act for a period of two or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

14 OFFICERS

14.1 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, and may elect a secretary and a treasurer.

14.2 A person may hold more than one office at a time, other than the offices of president and vice president.

14.3 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.

14.4 If an officer other than the president is unwilling or unable to act for a period of two or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

15 CALLING COUNCIL MEETINGS

15.1 Any council member may call a council meeting by giving the other council members and the property manager at least one week's notice of the meeting, specifying the reason for calling the meeting.

15.2 The notice must be in writing.

15.3 A council meeting may be held on less than one week's notice if

- (a) all council members and the property manager consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all council members and the property manager either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

16 REQUISITION OF COUNCIL HEARING

16.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

16.2 If a hearing is requested under subsection 16.1 the council must hold a meeting to hear the applicant within one month of the request.

16.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

17 QUORUM OF COUNCIL

17.1 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.

18 COUNCIL MEETINGS

18.1 At the option of the council, council meetings may be held by electronic means, or individual council members may attend by electronic means, so long as all council members and other participants can communicate with each other.

18.2 If a council meeting is held in accordance with 18.1, council members who attend electronically are deemed to be present in person at the meeting.

18.3 Owners may attend council meetings as observers for that meeting only after receipt of permission has been given by the council.

18.4 Despite subsection 18.3, no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) (any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.
- (d) any other matters that in the council's opinion should not be disclosed to observers.

19 VOTING AT COUNCIL MEETINGS

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

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

19.3 The results of all votes at a Council meeting must be recorded in the council meeting minutes as “carried” or “defeated”.

20 COUNCIL TO MAKE MINUTES AVAILABLE TO OWNERS

20.1 The council minutes of all council meetings must be made available to the owners on request.

21 DELEGATION OF COUNCIL’S POWERS AND DUTIES

21.1 Subject to subsection 21.2, 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.

21.2 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 21.3

21.3 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.

22 SPENDING RESTRICTIONS

22.1 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.

22.2 Strata Council will have a spending limit of \$3000.00 without recourse to the Strata Corporation to cover non-emergency expenses not previously approved in the Budget.

23 LIMITATION ON LIABILITY OF COUNCIL MEMBER

23.1 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.

23.2 Subsection 23.1 does not affect a council member’s liability, as an owner, for a judgement against the strata corporation.

Division 4 - Enforcement of Bylaws and Rules

24 MAXIMUM FINE

24.1 The strata corporation may fine an owner or tenant a maximum of:

- (a) \$200.00 for each contravention of a bylaw, and
- (b) \$50.00 for each contravention of a rule; and

the fine shall be payable within 7 days of notice of same.

25 CONTINUING CONTRAVENTION

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

26 COLLECTION PROVISIONS

26.1 The strata corporation is permitted without prior authorization to commence Small Claims Actions in respect of any matter affecting the strata corporation.

26.2 The decision to commence a Small Claims Action shall be made by the strata council in their absolute discretion.

26.3 Once the strata council has decided to commence a Small Claims Action the conduct of the small claims action may be delegated.

Division 5 - Annual and Special General Meetings

27 PERSON TO CHAIR MEETING

27.1 Annual and special general meetings will be chaired by the president of the council.

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

27.3 If neither the president nor the vice president of the council chairs the meeting, the meeting will be chaired by the strata manager (if any) or their nominee.

27.4 If no person is able to chair the meeting in accordance with bylaws 27.1, 27.2 and 27.3, a chair must be elected by the majority of eligible voters present in person or by proxy from among those persons who are present at the meeting

28 ATTENDANCE AT MEETINGS

28.1 Annual and Special General Meetings may allow attendance by electronic means, so long as the electronic means permits all persons participating in the meeting to communicate with each other during the meeting.

29 QUORUM

29.1 A quorum for an annual or special general meeting shall be 1/3 of the strata corporation's eligible votes, present in person or by proxy,

29.2 If within one-half (1/2) hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting stands adjourned to one (1) hour after the original time scheduled for the meeting on that same day but, if at that time to which the meeting is adjourned a quorum described in subsection (1) is not present, the eligible voters present, in person or by proxy, constitute a quorum.

30 PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS

30.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

30.2 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.

30.3 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.

31 VOTING

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

31.2 The vote for a strata lot may not be exercised, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a Certificate of Lien against that strata lot.

31.3 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

31.4 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

31.5 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

31.6 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

31.7 Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the request for a secret ballot is voted on and passed by a majority of the eligible voters.

32 ORDER OF BUSINESS

32.1 Except as provided in Bylaw 32.2 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) present to the meeting proof of notice of meeting or waiver of notice;
- (d) approve minutes from the last annual or special general meeting;
- (e) 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;
- (f) ratify any new rules made by the strata corporation under section 125 of the Act;
- (g) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (h) approve the financial reports;
- (i) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (j) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (k) elect a council, if the meeting is an annual general meeting;
- (l) terminate the meeting.

32.2 The order of business at an annual general meeting or special general meeting may be modified by a majority vote of the eligible voters.

Division 6 - Voluntary Dispute Resolution

33 VOLUNTARY DISPUTE RESOLUTION

33.1 A dispute among residents, 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.

33.2 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.
- (c) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 - Sales

34 SALE OF STRATA LOT

34.1 Prior to entering into an unconditional contract of purchase and sale the Seller or the Seller's agent will notify the Buyer or the Buyer's Agent of the existence of, and provide a copy of any Rental Management and Cost Sharing Agreement that the owner may currently be under contract or obligated to.

34.2 The Purchaser will notify the strata corporation and Rental Manager prior to or on completion of the sale and provide reasonable evidence thereof.

34.3 The Rental Manager will not be required to make any payment from the Owner's Rental Income Account to the Seller. The Rental Manager will credit the balance in the account to whoever is the owner at the end of the month. It is the responsibility of the Seller and the Buyer to make any adjustments with respect to the account directly between the Seller and the Buyer.

34.4 Any showing of Common Property by anyone other than the Owner will be coordinated through the Rental Manager.

34.5 Any costs associated with cleaning a Strata Lot or Common Property as the result of a property showing, open house, property inspection or other sales activity will be attributed to the Owner.

Division 8 - Insurance Deductibles/Damage to Common Property

35.1 A Strata Lot Owner must pay to the Strata Corporation:

- (a) the deductible portion of any claim against the Strata Corporation's Property insurance where the Owner or Owner's guest, occupant, employee, agent, invitee or tenant is responsible for the loss or damage that gave rise to the claim; or
- (b) compensation for all costs associated with any damage to the Common Property where the Owner or Owner's guest, occupant, employee, agent, invitee or tenant is responsible for the loss or damage to the Common Property where the costs are less than the deductible under the Strata Corporation's property insurance policy or the Strata Corporation's property insurance policy does not cover the damage.

35.2 Strata Lot Owners are strongly encouraged to have their individual condominium unit owner policy and to provide for the payment of the deductible for the Strata Corporation's property insurance should such circumstances arise.

END OF BYLAWS