

STRATA CORPORATION
EPS - 6148

Catalpa

ADDITIONAL BYLAWS

1. Paramountcy of Additional Bylaws:

If any provision contained in the Additions to Bylaws of the Strata Corporation conflicts with any provision contained in the Standard Bylaws of the Strata Corporation, the provision contained in the Additions to Bylaws shall apply, notwithstanding anything to the contrary contained in the Standard Bylaws.

2. Permanent Owner/Occupant Parking:

2.1 An Owner/Occupant shall cause all vehicles belonging to occupants of his or her Unit to be parked in the owner's garage or apron belonging to his or her Unit, and in no other part of the Strata Complex, except as expressly permitted under these Bylaws.

2.2 No more vehicles shall be parked in any garage than the number of vehicles that the garage is designed to hold, except as expressly permitted under these Bylaws.

3. Repair and Maintenance of property by owner:

3.1 Except for maintenance that is the responsibility of the Strata Corporation under these bylaws, an owner must repair and maintain the owner's Strata Lot in a reasonably aesthetically pleasing condition. Without limiting the generality of the foregoing, an owner shall, with respect to the owner's Strata Lot:

a) maintain any landscaping, including dry Lots on the owner's Strata Lot which have been altered by the owner, remove weeds from shrub and flower areas and keep same neat and tidy;

b) keep all visible areas of the Strata Lot free of waste of any kind whatsoever, including, without limitation, garbage, debris and garden waste.

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.

3.3 An owner must make visible, at all times, from a distance of no less than one meter, a marked area containing the curb stop water shutoff valve assembly for that owner's property so that it is available at all times for inspection and emergency use by the Strata Corporation without restricting and foregoing. An owner shall remove and keep

clear all grass, snow and other materials, whether natural or artificial, from the cap portion of the valve assembly.

- 3.4** If, in the opinion of the Strata Council, an owner is not complying with the duties and obligations set out in Bylaw 3.3 all such costs and expenses incurred by the Strata Corporation, directly or indirectly in connection with same shall be deemed to be an assessment against the Strata Lot owned by the owner in question, and shall become payable to the Strata Corporation. Notwithstanding the foregoing, the owner shall indemnify the Strata Corporation against all such costs and expenses within fourteen (14) days of written request by the Strata Council. No interest in any Strata Lot may be transferred or disposed of unless said valve is visible and accessible in accordance with Bylaw 3.3.

Strata Lot Must Contain Habitable Structure

- 3.5** No Owner shall permit a Strata Lot to remain Vacant for more than 6 months within any 12 month period without the express written permission of the Strata Corporation.
- a) For the purposes of this section, a Strata Lot shall be considered “Vacant” if there is no structure on the Strata Lot whose natural purpose is for human habitation, or if the structure on the Strata Lot intended for human habitation has, in the opinion of the Strata Corporation, become uninhabitable due to damage or neglect.
- 3.6** Any owner who moves property as contemplated herein shall indemnify and hold harmless the Strata Corporation and any other owner from any and all liability for loss, damage, injury or expense suffered by the Strata Corporation or any other party as a result of an act or omission of the owner, or its agents, workmen, or invitees, arising out of the movement of the property.

4. Use of Property:

General

- 4.1** An owner, tenant, occupant (hereinafter referred to as “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;
 - 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; and
 - 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 responsible resident or visitor.
- 4.5** Rubbish, dust, garbage, boxes, packing cases, tires, carpets, recreational equipment or similar products, shall not be thrown, piled or stored in or around the common property. The council shall be at liberty to remove rubbish and clean up the area affected and charge the expense incurred for such clean up to the responsible Strata Lot.
- 4.6** 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 repair of the common

property or any part thereof, unless such loss or willful damage or fraud resulted from the negligent act of omission on the part of the Strata Corporation, its servants, employees or agents.

- 4.7** A resident shall not make any insurance claim against the Strata Corporation insurance policy without first notifying the Strata council in writing.
- 4.8** An owner shall not permit clothes lines, aerial wires, and location of, or other articles to be installed on or about a Strata Lot without written consent of the Strata Corporation, which consent shall not be unreasonably withheld.
- 4.9** An owner shall not erect or display signs, billboards or any advertising matter within the boundaries of the Strata development, except when offering a Strata Lot for sale, provided signage for such purpose is approved by the Strata Corporation, which approval shall not be unreasonably withheld and any prospective purchasers are accompanied by the owner or his agent at all times until they leave.
- 4.10** An owner shall not use plumbing, electrical, drainage or other utility equipment for any purpose other than for which they were constructed.
- 4.11** An owner shall not dispose of or permit the disposal of any garbage, rubbish, or other waste material in any matter except in accordance with the instructions of the Strata Corporation from time to time given. Each owner shall be responsible for the removal and disposal of tree stumps, branches, or other debris from the clearing of the Lot.
- 4.12** An owner shall not leave water running except in actual use and every owner, resident and guest shall be expected to use water in a reasonable manner.
- 4.13** An owner shall not install or place a satellite dish on the Strata Lot unless such satellite dish has a diameter of no more than 18 inches and only with the consent of the Strata Council, which approval not to be unreasonably withheld;
- 4.14** Any damage or damages to a Strata Lot or to the common property caused by the wilful act of an owner, tenant, or occupant shall be the responsibility of the party causing the damage or damages and the Strata Corporation shall be entitled to assess the owner, tenant, or

occupant the amount of any insurance deductible paid by the Strata Corporation in connection with such insurance claim.

- 4.15** An owner may park a car or truck on a garage apron as long as the space has a minimum depth of twenty (20) feet. No parallel parking on any garage apron is permitted.
- 4.16** Only Strata Lots 1, 29 and 51 shall be permitted four (4) motor vehicles to be parked on respective lot; two (2) in garage and two (2) on garage apron.
- 4.17** No commercial vehicle of any kind or equipment in excess of 8,000 pounds gross vehicle weight shall be parked or stored on any part of the Strata Lot.

5. Pets:

5.1 Residents and visitors must abide by the following Bylaws regarding pets:

- a) a resident or visitor must ensure that all animals are leashed or otherwise secured and in the presence of a responsible person when on the common property or on land that is a common asset; and
- b) residents must immediately remove from common property or land that is a common asset all pet excrement arising from the resident's pet or any pet belonging to a resident's visitor.
- c) an owner, tenant or occupant must not keep any pets on a strata lot other than any combination of (1) through (3), or only one of (4) through (6) as set out below :
 - (1) a reasonable number of fish or other small aquarium animals;
 - (2) a reasonable number of small caged mammals;
 - (3) up to 2 caged birds;
 - (4) two medium size dogs; not exceeding 85 pounds per dog;
 - (5) two cats;
 - (6) one medium size dog and one cat.

5.2 Pets may be only kept in a manner that complies with the City of Kamloops Bylaw No. 34-42 (as amended from time to time).

<https://kamloops.civicweb.net/document/8285>. In addition to the restrictions of said Bylaw, no dangerous dog(s) will be permitted within the Strata Complex. Dangerous dog means:

- (a) any dog that has killed or injured:
 - (i) a person,
 - (ii) a companion animal or domestic animal while running at large;
- (b) any dog that an Animal Control Officer has reasonable grounds to believe is likely to kill or seriously injure a person;
- (c) any dog that aggressively harasses or pursues a person or companion animal or domestic farm animal while running at large;
- (d) any dog owned, primarily or in part, for the purpose of dog fighting or that is trained for dog fighting;
- (e) any dog that, according to the records of the SPCA, RCMP or other municipality, or to the knowledge of the owner, has killed, injured, or aggressively harassed or pursued a person or animal.

6. Recreation Vehicle Parking ("RV"):

6.1 An RV owner may park his/her RV within the homeowners driveway perimeters for a maximum of 3 hours for the purpose of loading or unloading their RV if the garage apron is suitable to size.

6.2 As the definition of Recreational Vehicles refers to any vehicle used for recreational purposes, it is the intention of Strata Council to restrict the definition to the following vehicles:

- a) Class A, B and C Motorhomes as determined and defined by the Strata Council; and
- b) Travel Trailers, 5th Wheel Trailers, Truck Campers, Mini Motorhomes.

7. Rental Restrictions:

There are no rentals permitted in the Strata Corporation EPS -6148, except as permitted under Part 8 Section 142 and 144 of the Strata Property Act as amended from time to time..

8. Smoking:

Smoking or vaping is not permitted on any common property or on the front or side yard of any Strata Lot within the Strata Corporation.

9. Complaints:

Complaints shall be made in writing to Strata EPS -6148 Council.

10. Landscaping:

10.1 The Strata Council will be responsible for the repair and maintenance of irrigation, fencing, lawns, softscapes and hardscapes on owner's Strata Lot and common property.

10.2 The Strata Council will be responsible for the repair and maintenance of the gardens on an individual owner/occupant's Strata Lot when such gardens are original to the development or have been altered by the Strata Corporation.

10.3 Owner/occupant wishing to repair or maintain all or part of their own gardens will enter into an agreement with the Strata Council regarding level of maintenance required. This agreement would remain in place until such time as the owner/occupant requests the Strata Council in writing to resume repair or maintenance on all or part of the Strata Lot. At this time the Strata Council would decide whether changes would need to be made in the garden to meet maintenance standards* set out by the Strata Council. Owner/occupants will be responsible for costs associated with repairs or changes deemed necessary to meet the standards set out by the Strata Council.

*Maintenance Standards are:

- a) weed and pest (disease) free;
- b) neat and tidy;
- c) shrubbery of suitable size and type for location with future install or planting of trees or shrubs, which, when mature shall not exceed the bottom roof line of the dwelling on the Strata Lot; and
- d) low maintenance

10.4 If an owner/occupant who has elected to be responsible for the maintenance of the Strata Lot is not maintaining the standard in keeping with the remainder of the complex, the Strata Council will

then bill the owner/occupant for the costs associated with repairs or changes required to meet standards set out by the Strata Council

- 10.5** Major changes in landscaping on an owner/occupant's Lot must receive the approval and written permission of the Strata Council.
- 10.6** Any damage caused by the Owner to irrigation, fencing, softscapes and hardscapes will be repaired by the Strata Corporation and the associated costs to repair the damage shall be the responsibility of the Owner having incurred the damage.
- 10.7** Lawn furniture, planters and ornaments must not be placed on turfing areas to assist in the care of lawns and reduce maintenance costs.
- 10.8** Aside from seasonal planters and ornaments, furniture of any sort is not permitted in front yard unless approved by Strata Council.
- 10.9** Sporting goods equipment is not permitted in the front yard unless contained to the respective garage apron; restricted from softscape area.
- 10.10** All outside colours of the home including the garage apron and all visible window coverings shall be consistent with the overall design of the development and must remain original form and character to the development unless prior written approval from the Strata Council is obtained.

11. Permit Entry to Strata Lot

- 11.1** 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 the safety or prevent significant loss or damage;
 - 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; and
 - c) the notice referred to in subsection 11.1(b) must include the date and approximate time of entry, and the reason for entry.

12. 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 common property;
- c) limited common property, but the duty to repair and maintain is restricted to repair and maintenance that in the ordinary course of events occurs less often than once a year; and
- d) all those parts of the Strata Lot that the Strata Corporation has taken responsibility for under these bylaws.