

***Strata Corporation KAS1911***  
***(Desert Gardens)***

***BYLAWS***

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# BYLAWS

## STRATA CORPORATION KAS1911

### TABLE OF CONTENTS

<b>Division 1 – Duties of Owners, Tenants, Occupants and Visitors .....</b>	<b>3</b>
1 Payment of Strata Fees.....	3
2 Repair and maintenance of property by owner .....	3
3 Use of property .....	4
4 Inform strata corporation .....	5
5 Obtain approval before altering a strata lot.....	6
6 Obtain approval before altering common property.....	6
7 Permit entry to strata lot.....	6
<b>Division 2 – Powers and Duties of Strata Corporation .....</b>	<b>7</b>
8 Repair and maintenance of property by strata corporation .....	7
<b>Division 3 – Council .....</b>	<b>9</b>
9 Council size.....	9
10 Council members’ terms .....	9
11 Removing council member .....	9
12 Replacing council member.....	10
13 Officers.....	10
14 Calling council meetings.....	10
15 Requisition of council hearing .....	11
16 Quorum of council .....	11
17 Council meetings.....	11
18 Voting at council meetings.....	12
19 Council to inform owners of minutes.....	12
20 Delegation of council’s powers and duties .....	12
21 Spending Restrictions.....	13
22 Limitation on Liability of Council Member.....	13

<b>Division 4 – Enforcement of Bylaws and Rules.....</b>	<b>13</b>
23 Maximum fine .....	13
24 Continuing contravention.....	13
<b>Division 5 - Annual and Special General Meetings.....</b>	<b>13</b>
25 Person to chair meeting .....	13
26 Participation by other than eligible voters.....	14
27 Voting.....	14
28 Order of business.....	15
<b>Division 6 – Voluntary Dispute Resolution.....</b>	<b>15</b>
29 Voluntary dispute resolution .....	15
<b>Division 7 – Marketing Activities by Owner Developer .....</b>	<b>16</b>
30 Display lot .....	16
<b>Division 8 – Rental of Residential Strata Lots.....</b>	<b>16</b>
31 Rental Limitation: .....	<b>Error! Bookmark not defined.</b>
32 Designated Rental Strata Lot Procedure: .....	<b>Error! Bookmark not defined.</b>
33 Obligation by Owner:.....	<b>Error! Bookmark not defined.</b>
34 Bylaw Exemption to Family or Family Members: .....	<b>Error! Bookmark not defined.</b>
35 Bylaw Exemption for Hardship.....	<b>Error! Bookmark not defined.</b>
36 Application of Rental Restriction Bylaw .....	<b>Error! Bookmark not defined.</b>
37 Fines .....	<b>Error! Bookmark not defined.</b>
38 Short term rental .....	20

# **BYLAWS FOR STRATA KAS1911**

## **Division 1 – Duties of Owners, Tenants, Occupants and Visitors**

### **1 Payment of Strata Fees**

- 1) An owner must pay all strata fees to the strata corporation, or its agent, on, or before the first day of the month to which the fees relate. All other amounts owed to the strata corporation are payable at the time they are assessed, work is completed or as required by strata corporation motion or bylaw. Any amounts owed to the strata corporation will be assessed interest on the monthly balance at the maximum equivalent monthly rate as set out in the *Strata Property Act Regulations*.
- 2) A late payment fee of \$25.00 per month will be applied to all units where payment is more than five (5) days late, and/or for each NSF cheque.
- 3) Payment of strata fees for the year may be made with twelve (12) post-dated cheques and must be received before January 1, except for those years when there is an anticipated strata fee increase. For those years, post dated cheques for January and February must be handed in prior to January 1, and the remaining ten (10) post dated cheques must be handed in prior to March 1. Payments may be received by other methods including Pre Authorized Payment.”

### **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) If an insurance claim against the strata’s insurance originates within a strata unit, limited common property of a strata unit or as a result of the actions of a specific owner, his guests or members of his household, then the payment of the deductible shall be the responsibility of the specific strata owner or that owner’s insurance company, and the strata’s insurance company may recover any amount of the claim from the specific owner’s insurance company as permitted by law and the specific policies.
- 4) Limited Issue Key Agreement:
  - a) Limited Issue Keys and garage door openers shall remain the property of Strata Council KAS1911 and must be returned to Strata KAS1911 when Strata Lots are sold.

- b) Unit owners/residents are responsible if keys are given to family, guests, caregivers or other service providers.
- c) Theft or loss of keys must immediately be reported to the strata property managers. If the key is lost or unable to be returned upon request or transfer of the strata lot, the owner will be liable for payment of \$50.00 for each key not returned and \$75.00 for each garage door opener not returned, payable to the strata upon demand. This amount will be charged against the strata lot and payment will be demanded by the strata prior to granting a Certificate of Full Payment.

### **3 Use of property**

- 1) 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 assets.
- 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 mammals;
  - c) up to 2 caged birds;
  - d) one dog or one cat.
- 5) Use of property for Strata Lot 54, the following shall apply:
  - a) Strata Lot 54 will grant and assure 24 hour access to residents of Strata Lots 1 to 53 through the main lobby to the front and rear doors.
  - b) Strata Lot 54 will have exclusive use of the rear parking area during business hours.
  - c) Strata Lot 54 will not receive payment from (but not limited to) tenants,

residents, employees, and clients for the exclusive use of common property granted to it under this bylaw.

- d) Strata Lot 54 will grant strata KAS1911 use of a meeting room for council, general or extraordinary strata meetings as required at no cost to Strata KAS1911.
- e) Strata Lot 54 and their tenants will have use of the front patio for seating, meals or programs, provided such use does not impede required access for residents of Strata Lots 1 to 53.

**Amended at AGM March 6, 2025**

- 6) An Owner, Tenant or Occupant shall:
  - a) Provide the strata council with notice prior to moving furniture and effects in or out of the building;
  - b) Arrange for an elevator key one week in advance of any move, if required;
  - c) Move or remove household furniture and effects from the building only during such times and in such a manner stipulated by the Strata Council from time to time;
  - d) Lock the elevator door open for brief periods (as opposed to propping it open) to prevent damage to the elevator and minimize inconvenience to the other occupants; and,
  - e) Place an “In Use” sign on the elevator door on each floor to notify the other occupants that the elevator is temporarily out of service;
  - f) A fee of \$75.00 per move-in and move-out will be charged to the account of the strata lot that is moving. This applies to tenants as well as owners;
  - g) This bylaw does not apply to Strata Lot 54.
- 7) If the common property is damaged as a result of moving in or out of the building, the strata corporation may do what is reasonably necessary to repair such damage and charge this expense to the strata lot of the owner or tenant who is moving.

#### **4 Inform strata corporation**

- 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.

## **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 or 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 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.
- 3) This section does not apply to a strata lot in a bare land strata plan.

## **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 expenses 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 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.
- 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 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, windows and skylights on the exterior of a building or that front on the common property
      - (E) fences, railings and 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 or that front on the common property, and
    - (v) fences, railings and similar structures that enclose patios, balconies and yards.
  - e) Strata KAS1911 will be fully responsible for:
    - a) All maintenance and repairs of basement parkade, parkade lobby, elevator machine room, exit stairwells, storage room, including cleanup, janitorial, overhead door and man doors.
    - b) Maintenance and repairs of all stairwell doors, all doors in parkade/basement, suite entry door to residential suites, all doors to sundecks/balconies and the two rear and two front ground floor stairwell exit doors at either end of the building.

- c) Cleanup and snow removal of front entry, city sidewalk, rear walkway, exterior stairs and ramps, and north outside parking lot.
  - d) Maintenance and repairs of elevator, fire alarm system, sprinklers in common areas, enterphone, parkade ventilation and CO2 system and corridor pressurization system to upper 3 floors.
  - e) Maintenance and repairs of domestic hot water tanks and sprinkler equipment in the mechanical room located off of the parkade.
  - f) Maintenance and repairs of two roof top hallway pressurization units.
  - g) Maintenance or replacement of roofing, stucco and exterior items such as windows will be maintained from Contingency Fund.
  - h) Payment of annual Provincial elevator and boiler inspections.
  - i) Start up in fall and shut down in spring of the residential fireplaces located in strata lots 1 to 53.
- f) Strata Lot 1 to 53 Owners will be fully responsible for:
- a) All costs for cleaning, emergency call outs, repairs, and maintenance costs of Gas Fireplaces, (other than start up and shutdown per Bylaw 8 e (i).
  - b) All costs, including emergency call outs, repairs and maintenance of all plumbing inside the strata lots. This includes but is not limited to toilets, sinks, taps, drains, showers, and tubs.
  - c) All repairs, maintenance and cleaning costs of interiors of strata lots, including but not limited to walls, floors, ceilings, cabinets, fixtures, interior doors and appliances.
  - d) All costs for electrical systems within the Strata Lot including air conditioners and baseboard heaters.
- g) Strata Lot 54 will be fully responsible for:
- a) Maintenance and repairs of all materials and equipment located on the main floor including plumbing, electrical, HVAC, fire alarm, fire extinguishers, emergency and exit lighting, and doors (save and except those specifically identified in Bylaw 8 (e) and Bylaw 8 (f).
  - b) Maintenance and repairs of boilers in basement mechanical room.

- c) Maintenance and repairs of handicap openers on 2 front aluminum doors.

**Amended at AGM March 6, 2025**

- h) Responsibility for Payment of Utilities:
  - a) All BC Hydro is separately metered. KAS1911 will pay for the house meter. Strata Lot 54 will only pay its own meter. Residential strata lots 1 to 53, are separately metered and the responsibility of each owner/resident.
  - b) Strata KAS1911 will pay for the BC Gas meter for the entire building. Strata Lot 54 will pay 1/4 of the natural gas costs including the applicable taxes and fees.

**Amended at AGM March 6, 2025**

- c) KAS1911 will pay the water, sewer and garbage to City of Kamloops.

### **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) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

**Amended at AGM March 6, 2025**

#### **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) 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 members 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 holdings 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 offices of president or 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 two 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 of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

## **16 Quorum of council**

- 1) A quorum of the council is
  - a) 1, if the council consists of one 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 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.

## **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) 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 as "carried" or "defeated".

## **19 Council to inform owners of minutes**

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

## **20 Delegation of council's powers and duties**

- 1) Subject to subsection (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.

**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 judgement against the strata corporation.

**Division 4 – Enforcement of Bylaws and Rules**

**23 Maximum fine**

- 1) The strata corporation may fine an owner or tenant a maximum of
  - a) \$50.00 for each contravention of a bylaw, and
  - b) \$10.00 for each contravention of a rule.

**24 Continuing contravention**

- 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.

**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 in person 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 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.

## **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 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 may be held by secret ballot, if the secret ballot is requested by an eligible voter.
- 8) 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.

## **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 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.

## **Division 7 – Marketing Activities by Owner Developer**

### **30 Display lot**

- 1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- 2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

## **Division 8 – Rental of Residential Strata Lots**

### **31 Short term rental**

Short term overnight rental (such as Airbnb) on any or all parts of a Strata Lot by an owner and/or tenant are prohibited and subject to fines of \$500.00.

**Amended at AGM March 6, 2025**