

## **The Owners, Strata Plan KAS3134 Feathertop Bylaws**

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

#### **1. Payment of strata fees**

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. Fees must be paid by pre-authorized debit, postdated cheques or annually in advance.
- (2) If any owner has not either submitted properly prepared post-dated cheques or made the pre-authorized payment arrangement as aforesaid by the 1st day following such notification, a penalty of \$50.00 will be levied on the strata lot of the owner on the 21st day, and a further penalty of \$50.00 for each additional 14-day period which thereafter elapses until and including the day that either the post-dated cheques are received or the pre-authorized payment arrangement is made
- (3) If for any reason including, without limitation, any cheque for a monthly strata fee which is returned because of insufficient funds (N.S.F.), any owner has not paid his or her monthly strata fee by the 1st day of the month for which it is due, a penalty of \$50.00 will be levied on the strata lot of the owner on the 21st day, and a further penalty of \$50.00 for each additional 14-day period which thereafter elapses until and including the day that the monthly strata fee is paid.
- (4) The vote for a strata lot may not be exercised, except on matters requiring an 80% or unanimous vote, if the strata corporation is entitled to register a lien against the strata lot under section 116 (1) of the Strata Property Act.
- (5) The Corporation may charge an owner who is late in paying his or her monthly strata fee or special levy interest in the amount of 10% per annum, compounded annually.

#### **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) Waste & Rubbish - owner tenant, occupant, or Visitor must:
  - (a) Store all solid waste and similar refuse in containers which are designed to not be opened or readily penetrated by any scavenging or carnivorous animal, and keep all refuse in lockable containers. It is the owner's responsibility to clean up any mess which may have been caused by animals scavenging and / or opening refuse storage containers.
  - (b) not dispose of the following through the home sewage system: chemicals, solvents, paints or other similar materials including, but not limited to, thinners, cleaning solvents, sulphides (used in winemaking), photo processing chemicals, oil, gasoline or other petroleum products,

- (c) not throw, pile or store around the owner, tenant or occupant's strata lot, another strata lot or the common property any rubbish, garbage, boxes, packing cases or similar refuse and dispose of those materials at the owner, tenant or occupant's expense, and
- (d) ensure that ordinary household refuse, garbage, recyclable materials is securely wrapped, and packed in a suitable collection container so as to prevent the escape of foul odours, contamination and attraction of rodents or other animals.

**3. Use of property**

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner is responsible and liable for the conduct of the owner's tenants, occupants, Visitors or agents when the tenant, occupant, Visitor or agent is on a strata lot or the common property
- (4) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset and that they remove all fecal matter from trails, pathways and all other common property.
- (5) 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 4 caged birds;
  - (d) up to 2 dogs and 2 cats,

provided that if Council, acting reasonably, determines that an animal permitted to be kept under this section (5) is dangerous or is an unreasonable nuisance, within 14 days following notice from the Council of such determination the owner, tenant, occupant must permanently remove or have caused to be permanently removed the animal from the strata lot.

- (6) Parking
  - (a) **Parking on Feathertop Way or ski access routes of the Development is prohibited and any vehicle parked in a prohibited area will be removed at the vehicle owner/driver expense and the owner will be subject to fines under the Feathertop Strata standard Bylaws.**
  - (b) Vehicles travelling on internal roads must not exceed the speed limit of twenty kilometers per hour
- (7) Recreational Vehicles. The use of snowmobiles, trail bikes, all terrain vehicles or any unlicensed motor vehicle is prohibited on common property.
- (8) Plants and Wildlife
  - (a) Harm, damage, trapping or destruction of wildlife on the property is prohibited
  - (b) Other than within the approved building envelope, the cutting or removal of plants, trees or bushes on private or common property is prohibited, without prior written consent of the strata council
  - (c) The use of plant, animal or insect poison on common property is prohibited without prior written consent of the strata council
- (9) Firearms. The discharge of projectiles of any kind (guns, bows and arrow, slingshots etc) on the property is prohibited
- (10) Decks, Patios and Balconies. Decks, patios and balconies must be kept clean and tidy condition free of debris and must not be used for storage purposes
- (11) Vehicles and Access. An owner tenant or occupant shall not on a vacant lot:
  - (a) keep or permit to be kept or store:
    - (i) any motor vehicles other than on his or her strata lot;
    - (ii) in the yard or on the street outside of an owner's lot, any stored vehicle, trailer, boat, vans with exterior structural conversions, motor homes, camper, camper-vans, vehicles under repair or waiting for repair, radically modified vehicles beyond original manufacturer's specifications, dune buggies, or unlicensed motor vehicles regardless of its size, purpose or frequency of use.
  - (b) permit:
    - (i) other than for an emergency, repairs to motor vehicles or other mechanical equipment to be carried out on the common property or lot or strata lot;
    - (ii) guests to park motor vehicles on any common property on an ongoing basis, or any member of his/her household, guest or Visitor to operate any unregistered or unlicensed motorized vehicle regardless of its size, purpose or frequency of use.
- (12) An owner tenant or occupant of a lot with a constructed home may keep or permit to be kept or store:
  - (a) on a paved driveway of an owner's lot, any stored vehicle, trailer boat, van, motor home, camper or camper-vans.

- (b) any vehicle up to 1 ton capacity
- (13) Safety & General Appearance
  - (a) An owner, tenant, occupant or Visitor must not hinder the use of, or restrict access to or the use of, roadways and any other parts of the common property
  - (b) An owner, tenant, occupant or Visitor must use and store any hazardous and environmentally damaging materials on their strata lot in accordance with any manufacturers' recommendations for safe use or any requirements specified by law, whichever is the higher standard, and must ensure that any hazardous materials do not escape to or are released onto the strata lot, the common property or the environment
  - (c) An owner, tenant, occupant or Visitor of a lot with a constructed home are permitted to have a fire pit provided it is not larger than 1 meter in diameter, they follow the Big White fire bylaws and the posted Big White Fire danger rating. Only clean wood is to be burned, no garbage or plastics. An owner, tenant, occupant or Visitor must not start or maintain an open fire of any kind on the common property or on any adjacent property.**
  - (d) An owner, tenant, occupant or Visitor of a vacant lot, including during construction, is required to remove all construction material from the site, and none of the residue be allowed to be burned on site.**

#### **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) Only one single-family dwelling may be constructed on each strata lot. Multifamily or duplex dwellings are prohibited. An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

- (h) preparation work for building on a strata lot, including:
  - (i) removal of trees
  - (ii) excavation
  - (iii) any alteration of grade on a strata lot including common property.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

**6. Obtain approval before altering common property**

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

### **Division 3 — Council**

#### **9. Council size**

- (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
  - (a) 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.
- (2) The spouse of an owner may be a council member
- (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 lien against that strata lot under section 116 (1) of the Strata Property Act

#### **10. Council members' terms**

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

#### **11. Removing council member**

- (1) 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.

#### **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, or is in arrears in strata fees or other assessments for 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

**13. Officers**

- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the 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.

**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. 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.

**16. 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.

**17. 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.

**18. Council to inform owners of minutes**

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

**19. Delegation of council's powers and duties**

- (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
  - (a) set a maximum amount that may be spent, and
  - (b) indicate the 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.

**20. 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.

**21. Limitation on liability of council member**

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

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

**22. Maximum fine**

- (1) The strata corporation may fine an owner or tenant a maximum of
  - (a) \$200 for each contravention of a bylaw, and
  - (b) \$50 for each contravention of a rule.

**23. 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**

**24. 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.

**25. Participation by other than eligible voters**

- (1) Attendance at an annual or special general meeting by telephone conference call is permitted, provided all persons participating in the meeting can communicate with each other during the meeting.
- (2) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (3) 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.

- (4) 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.

**26. Voting**

- (1) If within 15 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the meeting shall be terminated if the meeting was convened upon the request of members; but in any other case, if a quorum is not present for the meeting within 15 minutes from the time appointed, the eligible voters present in person or in proxy shall constitute a quorum.
- (2) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (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.
- (4) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, ballot or some other method.
- (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.
- (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.
- (7) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (8) Despite anything in this section, an election of council or any other vote must be held by ballot, if the ballot is requested by an eligible voter.

**27. 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**

### **28. 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**

### **29. Marketing**

- (1) An owner who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) Signs. No signs will be permitted except for:
  - (a) The rental manager's signs identifying and promoting rental of the strata lots. Sign size not to exceed 1 foot by 2 feet.
  - (b) One for sale sign on the strata lot not to exceed 2 feet by 3 feet, suspended from one vertical and one horizontal post; and
  - (c) One sign with the chalet name not to exceed 2 feet by 3 feet.

## **Division 8 — Building Guidelines**

### **30. Design Guidelines**

- (1) In this Bylaw, the following terms will have the following meanings:
  - (a) "**Compliance Deposit**" means a deposit in the amount of \$10,000; and
  - (b) "**Design Guidelines**" means the Design Guidelines attached as Schedule A; and

- (c) **"Design Professional"** means a design professional chosen from time to time by a majority vote of the council; and
  - (d) **"Professional Fees"** has the meaning set out in Bylaw 30(6)(b); and
  - (e) **"Variance"** means a written application, submitted prior to construction of the applicable building design deviation(s), from an owner to the council to deviate from the Design Guidelines, including a detailed description of and reasons for the design deviation.
- (2) No owner, occupant, or tenant will cause or permit a dwelling to be constructed on a strata lot:
  - (a) except with written authorization from the council;
  - (b) unless the Design Professional has provided written approval of the design and any Variance(s) to the council, such approvals being at the sole discretion and judgment of the Design Professional; and
  - (c) unless the dwelling strictly complies with the design as submitted and approved by the Design Professional.
- (3) Prior to constructing a dwelling on a strata lot, an owner will:
  - (a) make a written application to the council, and provide:
    - (i) a detailed description of the dwelling to be constructed; and
    - (ii) any other documents or information required by the council;
  - (b) enter into an agreement with the Design Professional for services to be provided by the Design Professional to the owner in accordance with this Bylaw, such services to include providing written confirmation to the strata corporation that the dwelling as constructed strictly complies with the Design Guidelines; and
  - (c) deliver the Compliance Deposit to the strata corporation.
  - (d) An owner, on receiving a Building Permit from the Regional District of Kootenay Boundary (RDKB), will provide the council with the RDKB approved building plans.**
  - (e) Applications, together with the description, documents, information and plans provided in (a) and (d) above will be made available to owners.**
- (4) The strata corporation will hold the Compliance Deposit and:
  - (a) Without limiting any other right of remedy available to the strata corporation, will apply the Compliance Deposit to any costs, loss, or damages incurred by the strata corporation as a result of the breach of this bylaw, including but not limited to:
    - (i) any fines imposed by the strata corporation for breach of this Bylaw; and
    - (ii) any work required by the strata corporation to remedy a breach of this Bylaw, including any work required to cause the dwelling to comply with the Design Guidelines; and
  - (b) Upon receipt of a written report from the Design Professional confirming that the dwelling strictly complies with the approved design and any

Variance, return the Compliance Deposit to the owner, less any amounts applied by the strata corporation in accordance with Bylaw 30(4)(a).

- (5) The council must not unreasonably withhold its approval under Bylaw 30(2)(a), but will require the following as a condition of its approval:
  - (a) that the owner agrees in writing to take responsibility for any expenses relating to the construction;
  - (b) that the owner execute and provide to the strata corporation a written alteration and indemnity agreement in the form required by the council; and
  - (c) that the owner pays the Professional Fees.
- (6) The council will from time to time negotiate and enter into an agreement with the Design Professional setting out:
  - (a) a description of the services to be provided by the Design Professional to owners in accordance with this Bylaw; and
  - (b) the amount of the fees to be charged by the Design Professional to owners on account of the services (the "Professional Fees").
- (7) Bylaw 30(2)(b) will not apply to a dwelling constructed on a strata lot prior to February 28, 2019, provided that any future repairs, alterations, upgrades, or replacements to the dwelling must be approved in accordance with the process set out in this Bylaw 30.
- (8) An Owner of a strata lot where a dwelling is to be constructed, is to provide any building company contracted to undertake construction with a copy of the most recent 'Builder's Protocol', approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual or general meeting.

# Builder's Protocol

Feathertop Strata, Big White  
2022 - 2023



This protocol is intended to harmonise the interests of Owners, Guests and Builders / Contractors at the Feathertop development. It is primarily intended to only apply during the Big White Ski Season, but should also be followed as best possible at other times.

Feathertop will likely be a combination of year-round homes, vacation properties, guest rental accommodation and a building site for the foreseeable future. All completed properties were building sites once, so the protocol is intended for us to live together!

Owners are advised to provide their contracted builder with a copy of this protocol, and request adherence by the builder, staff and contractors. Any subsequent complaints to the Strata Council will be passed to the owner to resolve with the builder.

## Noise

No building activity, including snow clearing, should occur before 7AM.

## Parking & Building equipment e.g. rubbish containers

It is Feathertop Strata bylaw 3 (6) (a) that there is to be no parking on roadways.

Some realistic allowance for Builders & Contractors is required, however:

Do not park, or place equipment / building materials, on any other owner's Lot without their express permission.

Do not obstruct under any circumstances designated ski easements.

Builders / contractors must ensure all vehicles can be, and ARE moved at short notice when snow clearing vehicles are in operation.

Building supervisors should consider car-pooling e.g. from Happy Valley when the number of vehicles exceeds those that can be parked on the Lot under development.

**No building equipment or materials may be positioned on or above the roadway at any time, with care taken to clear common property at the end of each day ('common property' extends 11'-12' back from the road curb). Snow clearing vehicles might need access, and widen the cleared path outside normal working hours. An owner may request to council to store material, including on behalf of their builder, on common property. At council's sole discretion this can be approved, but will likely require a security deposit and undertaking from the owner that common property will be cleared, with supporting photographic evidence, prior to October 1<sup>st</sup>.**

Even in summer months, the bylaws apply. A complaint is more likely to be generated when vehicles / trailers / bins / storage containers / building equipment are parked overnight or longer term on roadways. Complaints are less likely when builders make all reasonable efforts to minimise the time roadways are obstructed - for example as the build progresses and grading permits moving trailers partially or wholly off the road etc.

*Builders in summer 2021 are leaving trailers parked long term in the roadway, with surrounding building equipment.*

## Snow clearing

The snow clearing contract is for all Lots on Feathertop, and all Lot owners have been paying equally towards snow-clearing, whether their Lot has been built on or not.

There is therefore a reasonable right for owner's builders to expect the snow clearing to include lots being built on. Their requirements will be different, and the times of snow clearing not optimal, but a friendly dialogue and co-operation can go a long way.

It is in the interests of owners to manage snow clearing requirements during a build, to avoid unnecessary snow removal costs from the builder.

Big White, from time to time in the ski season, widen the roadway using 'blower' equipment. If the blower encounters debris in the snow banks, serious damage can, and has occurred at Feathertop, to the blower. In order to provide Big White necessary assurance builders will be required to move all building equipment from the roadway and common property (approx 11' from the curb) prior to 1st October. This includes bins, portable toilets, building materials, trailers, storage containers and vehicles left overnight.

### **Driving**

Building supervisors should make staff and contractors aware, and promote adherence to, the 20kph speed limit on Feathertop Way. In the ski season, Feathertop is a vacation destination for worldwide visitors, and children on sledges, elderly pedestrians, and dogs are likely fellow users of a narrow snow banked roadway.

Whilst Big White Road, and Feathertop Road (not Way) are public highways, and cleared of snow by AIM, Feathertop Way is private. It is less regularly cleared, rarely gritted, and often only cleared in the afternoon to single vehicle width.

Building Supervisors should ensure contractor vehicles are suitable for the conditions, and where not e.g. 2-wheel drive cars / other than full winter tires, enforce car-pooling.

*Incidents and concerns in 2019-2020 with vehicles being driven fast and/or not under control (presenting a hazard to pedestrians) in order to try and make progress up Feathertop Way.*

*In spring 2021 a collision occurred on one of the hairpins. A narrowed road by snow banks, dog walkers and excess speed by one vehicle were likely factors... the vehicle hit was hardly moving.*

### **Ski Easements**

Designated ski easements are not only for the use of skiers, but regularly groomed by Big White. The groomer machines are wide, and of limited manoeuvrability. They are liable to 'brush against (!)' properties adjacent to an easement, and house designs should consider that over the season as the snow base rises, the groomer will pass up to 3m higher than when at easement level.

If your property adjoins an easement, it is more than likely that the design will incorporate skier access to and from the easement. If the builder is required to disturb the easement e.g. to build foundations, walls:

The easement disturbance should only occur outside the ski season i.e. from first digging into the easement to restoration, should be done in one summer season.

The easement cannot be graded (sloped), even inside your property lines.

It is a bylaw requirement that the Strata Council give prior written permission before any alteration or excavation of the ski easements or common property - even if only temporary.

Recent RDKB Planning minutes for a Feathertop Lot have included:

*"Need to be aware ski easement is also above their property and they must maintain the grade that exists. The ski easement is a Statutory Right of Way which protects it from the ground to the sky, as snow cats have to travel on this easement nothing should overhang it, (rooves or decks), and nothing should block their passing, (rock walls or structures).*

*Wording ... in the development permit regarding maintaining existing grades in the skier easement."*



### **Skier Access**

All Big White properties, including Feathertop, give skiers right of access across properties. However, active building sites in the ski season present hazards, not compatible with skiers. Builders should liaise with owners and the Strata Council to minimise physical (e.g. obstruction or barriers) or other (warning signs, verbal discouragement) restrictions to skier access.

*In winter 2019-20, one Lot Builder placed a rubbish bin on an adjacent Lot, then (verbally) 'applied' (and signposted) a 'No Skier Access' route on a required ski-out route for other Lots, between the house and bin.*

### **Dogs**

The Feathertop Strata bylaws include:

**3 (4)** *An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset and that they remove all fecal matter from trails, pathways and all other common property.*

which applies to any builder's staff or contractors at Feathertop.

### **Build Planning**

Consideration should be given to clearing and grading parking and storage areas early on, for builder's vehicles and equipment.

*One Lot has a complete house shell, but left the original steep grade from the road to the house to be later backfilled. The result is nowhere for builder's vehicles, materials and equipment to be stored / parked, hence the inevitable inconvenience resulted.*

The Strata Council are less likely to be sympathetic regarding complaints where potential on-site parking could have been, but was not, made available.

### **Build Site debris and rubbish**

The contrast between various building sites on Feathertop in general cleanliness and husbandry is stark! Some use building bins and tidy their sites at the end of each work day. Others leave rubbish and debris piled up including on adjacent lots, which blows about, looks unsightly and is further disrupted by ravens. It also presents a further hazard to the snow clearing 'blowers' (see above).

*Bylaw breach notices have been issued to Lot owners in 2020 and 2021, and one owner billed by the strata for hiring contractors to clear their debris.*

### **Enforcement**

It is hoped no bylaw enforcement, other than polite reminders of this protocol, is required.

The Strata Council have no powers or wish to 'enforce' this protocol with builders, but do have powers to enforce Strata Rules and Bylaws with owners (Strata members). It is therefore in the interests of owners to discuss this protocol with their contracted builders when planning a build. If Lot owners experience difficulty with builders regarding issues as above, or other issues, if polite requests do not solve the problem, they are encouraged to contact the Strata Council to progress issues. For rental properties, owners are requested to advise guests to pass complaints to the owners or rental companies, rather than direct to builders.

**Feathertop Strata Council**

As approved at Strata Council meeting: 2 June 2021