

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.
-

1. CONTACT: (Name, address, phone number)

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

Strata Property Act

Form I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS 3442, certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on November 23, 2015.

BE IT RESOLVED by 3/4 vote of the Strata Corporation pursuant to section 128 of the *Strata Property Act*, S.B.C. 1998, Chapter 43 (the "Act"), that all previous bylaws registered in the Victoria Land Title Office and the statutory Standard Bylaws shall be repealed and the following bylaws shall be deemed to be the bylaws of the Strata Corporation (the "Consolidated Bylaws").



Signature of Council Member



Signature of Second Council Member
(not required if council consists of only one member)

NOVEMBER 23, 2015

**SCHEDULE OF
CONSOLIDATED BYLAWS**

**BRECHIN VIEWS
THE OWNERS, STRATA PLAN VIS 3442
NANAIMO, BC**

BYLAWS OF
THE OWNERS, STRATA PLAN VIS 3442
BRECHIN VIEWS, NANAIMO, BC

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PREAMBLE

These Bylaws bind the Strata Corporation and the owners and tenants to the same extent as if the Bylaws had been signed by the Strata Corporation and each owner and tenant. Owners and tenants are responsible for their visitors.

Unless otherwise stated, all terms have the same meaning as defined in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act").

All owners, tenants and visitors must comply strictly with the bylaws and rules of the Strata Corporation adopted from time to time.

SCHEDULE OF BYLAWS OF THE OWNERS, STRATA PLAN VIS 3442 BRECHIN VIEWS, NANAIMO, BC

WHEREAS The Owners, Strata Plan VIS 3442 (the "Strata Corporation"), wish to amend the bylaws of the Strata Corporation pursuant to the *Strata Property Act*, S.B.C. 1998, Chapter 43;

NOW THEREFORE:

BE IT RESOLVED by 3/4 vote of the Strata Corporation pursuant to section 128 of the *Strata Property Act*, S.B.C. 1998, Chapter 43 (the "Act"), that all previous bylaws registered in the Victoria Land Title Office and the statutory Standard Bylaws shall be repealed and the following bylaws shall be deemed to be the bylaws of the Strata Corporation (the "Consolidated Bylaws").

1 Duties of Owners, Tenants, Occupants and Visitors

1.1 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.
- (2) The Strata Corporation may charge an owner who is late paying his/her strata fees (comprised of the monthly strata fee and any special levy) interest at a rate of 10% per annum, compounded annually, or the maximum rate of interest stipulated by the regulations to the Strata Property Act, whichever is greater.
- (3) If the Strata Corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the Strata Corporation for the full amount of the costs incurred by the Strata Corporation, including legal costs on a full indemnity basis.

1.2 Moving

- (1) An owner or tenant must pay a moving fee in the amount of One Hundred Dollars (\$100.00) to the Strata Corporation prior to any change in occupancy of his or her strata lot, such fee to be non-refundable.
- (2) An owner or tenant shall not bring in or remove furniture or effects from the building until:
 - (a) He or she has first made arrangements and an appointment regarding the time and date with the Caretaker.

- (b) The elevator pad has been placed in the elevator, main floor excepted.
- (c) Both the party moving and the Caretaker shall inspect the areas through which the moving will take place, for existing damage. A further inspection shall be made following the move and any new damage will be the responsibility of the moving party.
- (3) Moving shall not commence before 8:00 a.m. and shall not carry on later than 9:00 p.m.
- (4) Contravention of this provision will result in a fine of Fifty Dollars (\$50.00).

1.3 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 portion of a strata lot that is the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) If forced entry to a strata lot is required due to an emergency and, after using reasonable means, the owner or tenant cannot be contacted to provide such entry, then the owner or tenant shall be responsible for all costs related to the forced entry incurred by the Strata Corporation, including any legal costs on a full indemnity basis.

1.4 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.

1.5 Use of property

Smoking is prohibited in the common areas of the building, including the meeting room and the underground parkade.

(1) General

An owner, tenant, occupant or visitor

- (a) must not use a strata lot, the common property or common assets in a way that
 - (i) causes a nuisance or hazard to another person,
 - (ii) causes unreasonable noise,
 - (iii) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets and another strata lot,
 - (iv) is illegal, or
 - (v) 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.
- (b) must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot that the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (c) must not have a water bed in a strata lot, unless proof of medical need is provided.
- (d) must not bring a live Christmas tree onto the premises.
- (e) must not install a hot tub or shed.

- (f) must not install air conditioning units other than portable air conditioners which are vented outside through a window kit, with a single or dual hose, to a maximum of 12,000 BTUs.
 - (g) must not use a strata lot for short term rentals or for a business, retail, or professional purpose that requires a municipal or provincial licence, excluding home-based businesses that are approved by council that have no traffic, visitors, or storage of products or merchandise.
 - (h) must not use the strata lot for commercial or retail purposes.
 - (i) must not run in the hallways or stairwells unless in an emergency.
 - (j) must not cause unreasonable noise so as to cause unnecessary disturbance between the hours of 11:00 p.m. and 8:00 a.m. on any common property, limited common property, balconies, patios, parking areas, entryways or stairwells. (from rules)
 - (k) must not erect signs, fences, billboards, placards, advertising, posters, notices or any other fixture, fitting or signage of any kind whatsoever external to any part of the strata lot, excluding for sale signage or election signage.
 - (l) must not hang window coverings showing to the outside of the building that are any color other than white or off-white (from rules).
 - (m) must not use personal doormats in the common hallways (from rules).
 - (n) must not feed birds or animals on the common property or limited common property of the Strata Corporation.
 - (o) must not use the underground parkade, parking lots, entryways or hallways as play areas, or for riding bicycles, skateboards or scooters.
- (2) Pets
- (a) An owner, tenant, occupant or visitor must not keep any pets on a strata lot other than the following:
 - (i) a reasonable number of fish;
 - (ii) up to two (2) caged birds;
 - (iii) one (1) dog not exceeding 10 kg (25 lbs) in weight and 30 cm. (12”) in height measured at the shoulder when fully grown, or two (2) cats.
 - (b) Upon proof of designation, guide dogs and service animals covered under the *Guide Dog and Service Animal Act* or other applicable legislation will be permitted.
 - (c) 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.
 - (d) An owner or tenant who keeps a pet which proves to be a nuisance will receive a written notice from the Strata Corporation, to control the pet to eliminate the nuisance. Should the owner or tenant then fail to control the pet, the Strata Corporation will then issue a second notice to the owner or tenant to remove the offending pet permanently from the boundaries of the Strata Corporation. Should the owner or tenant then fail to comply within ten days of mailing of the second written notice, he or she will be fined as per section 4.1 of the bylaws.
- (3) Balconies and Patios
- (a) No laundry, clothing, bedding or other articles shall be hung or displayed from balconies, patios, windows or any other area outside of the building.
 - (b) The placing of items on the balconies or patios shall be limited to hanging baskets, potted plants, seasonal decor, summer furniture, and barbeques.
 - (c) Trellises are permitted but must not be attached to the building in any manner and, if painted, must be painted in a neutral color that will blend with the building.
 - (d) Satellite dishes are permitted but must not be attached to the building in any manner.
 - (e) No items or objects shall be thrown on to or off the balconies.

- (f) Any damage, other than normal wear and tear to the balconies or patios shall be repaired at the expense of the owner of the strata lot.

1.6 Inform Strata Corporation

- (1) Within two (2) weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name; strata lot number; mailing address outside the strata plan, if any.
- (2) Within two (2) weeks of renting all or part of a residential strata lot, the owner must give the Strata Corporation a copy of Form K, Notice of Tenant's Responsibilities, under section 146 (2) of the Act.
- (3) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his/her name.

1.7 Obtain approval before altering a strata lot

- (1) An owner must submit a Property Alteration Request and 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 the building;
 - (b) The exterior of the building;
 - (c) The interior of a strata lot where a local building permit is required;
 - (d) Balconies or other things attached to the exterior of the building;
 - (e) Doors or windows on the exterior of the building, or that front on the common property;
 - (f) Change of flooring within a strata lot;
 - (g) Fences, railings or similar structures that enclose a patio, balcony or yard;
 - (h) Common property located within boundaries of a strata lot;
 - (i) 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).
- (3) The Strata Corporation will require as a condition of its approval that the owner agrees in writing, to take responsibility for any damages to the building that is caused in any way as a result of the alterations.
- (4) The Strata Corporation will require that the owner provide plans prepared by a professional, such as an architect or engineer, unless the strata council deems this to be unnecessary.
- (5) The owner shall provide a copy of the building permit, if required by the municipality, to the Strata Corporation prior to commencing on the alterations.
- (6) The owner shall be prepared to address questions concerning what impact the alteration may have on other people in the complex.
- (7) The Strata Corporation may attach any other conditions in its discretion to the approval of a Property Alteration Request.

1.8 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) Alterations which change the exterior appearance of the building will not be permitted without approval of owners by $\frac{3}{4}$ vote at a general meeting.
- (3) The owner shall be prepared to address questions concerning what impact the alteration may have on other people in the complex.
- (4) In addition to any other conditions, the Strata Corporation will require as a condition of its approval that the owner execute a "Common Property Modification Agreement".

1.9 Sale of strata lot

- (1) The location for the posting of “For Sale” signs is restricted to the signposts at the entrance to the parking areas.
- (2) The time for the showing of common property is restricted to the hours between 9:00 a.m. and 9:00 p.m.
- (3) The time for the holding of open house is restricted to the hours between 9:00 am and 6:00 p.m., one (1) day per week.
- (4) The use of a lock box of any kind is prohibited.

1.10 Motor vehicle and motor bike parking restrictions, prohibitions and towing

- (1) An owner or tenant shall not park an uninsured or unlicensed vehicle, whether motorized or not, on the common property or on limited common property without:
 - (a) proof of liability insurance coverage of at least \$1,000,000.00; and,
 - (b) a Strata Corporation parking approval permit that must be displayed in the vehicle at all times.
 - (c) Vehicles in violation will be towed at the owner’s expense.
- (2) An owner shall not rent or lease his/her parking stall to any person or persons other than another owner, tenant or occupant of the strata complex.
- (3) An owner or tenant may rent additional parking stalls in the underground parkade on a first come, first served basis for a monthly fee of \$30.00 per stall.
- (4) An owner, tenant or their visitor shall not:
 - (a) park or store more than one (1) motor vehicle in a parking stall in the underground parkade or, with permission from Council, up to two (2) motorbikes in one (1) stall in lieu of one (1) vehicle, provided they do not extend outside the limits of the parking stall or interfere with adjacent vehicles. Vehicles in violation will be towed at owner’s expense;
 - (b) park in handicapped spaces without displaying a valid handicap parking permit;
 - (c) park in a time-limited parking space after the stated time has expired;
 - (d) park in fire lanes or on any sidewalk or entranceway;
 - (e) park a motor vehicle so as to block or impede the flow of traffic in the parking areas;
 - (f) drive at a speed limit of greater than 10 km per hour on the common property;
 - (g) park on the common property or the limited common property in a manner which may compromise the safety or security of other owners, tenants or visitors;
 - (h) park a recreational vehicle or motor vehicle which is leaking oil or other fluids on the common property or in a parking space, and if such leakage occurs, the owner or tenant must clean-up within seven (7) days after receipt of notice to that effect, failing which the Strata Corporation will attend to the clean-up and recover related costs from the owner;
 - (i) park any motor vehicle in excess of a $\frac{3}{4}$ ton pick-up truck or in excess of 6.4 m (21’0”) on the common property or the limited common property except when used for the temporary provision of services for the benefit of the Strata Corporation or an owner or tenant of a strata lot;
 - (j) park storage trailers, boat trailers, tent trailers or any other type of trailer on the common property or limited common property;
 - (k) store or place any other items on the common property or in an assigned parking space.
- (5) The council shall provide written notice of any violation to the owner or tenant and if the infraction is not corrected within twenty four (24) hours from the date of delivery of such

notice, the council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw.

- (6) If the council is of the view that a parking violation unreasonably compromises the safety or security of the building or its owners or tenants, then notice is not required before towing a vehicle parked in contravention.
- (7) Written notice of a further contravention is not required prior to towing in the event of a second or subsequent infraction.
- (8) The responsible owner or tenant shall indemnify the Strata Corporation and save it harmless from and against any and all costs incurred by the Strata Corporation, including towing costs, legal costs, as between a solicitor and their client, and any other reasonable costs.

1.11 Bicycles and electric scooters

- (1) An owner or tenant shall not:
 - (a) bring, store or park a bicycle in a strata lot, on a balcony or patio, or on the common property. Bicycle storage areas in the underground parkade are designated for this purpose; and
 - (b) transport bicycles through the lobby, elevators or hallways in the building.
- (2) Electric scooters required for medical reasons are permitted on common property and limited common property.
- (3) There are two (2) designated locked storage areas for bicycles, and one (1) designated locked storage area for electric scooters. These are located in the parkade. No items other than bicycles or electric scooters may be stored in these areas.
- (4) Bicycles and electric scooters stored in the designated locked storage area must be identified with unit number followed by P (Poplar) or E (Estevan).
- (5) Bicycles and electric scooters are stored in the designated locked storage areas at the owner's own risk. The Strata Corporation is not liable for lost, stolen or damaged bicycles or electric scooters or their accessories or attachments.
- (6) An owner or tenant shall pay the Strata Corporation a one-time non-refundable fee of Five Dollars (\$5.00) for a key to a designated locked storage area for their bicycle(s) or electric scooter.

1.12 Security of building

(1) General

- (a) An owner or tenant shall not install, maintain, possess, or use a security or alarm system, or other device equipped with an audible alarm which sounds from their strata lot or vehicle unless such system is equipped with an operating automatic shut-off device which de-activates the audible alarm sound within fifteen (15) minutes.
- (b) An owner or tenant shall, upon entering or exiting the parkade, wait until the gate has closed before proceeding.
- (c) An owner, tenant or visitor shall not open the door and allow another person to enter the building at any time unless that person is known to them or is expected by them.
- (d) An owner, tenant or visitor is responsible and liable for damages caused by person or persons they allow to enter the building.
- (e) The Strata Corporation will from time to time re-key the locks on the exterior doors. A new key will be issued for each old key returned. Additional keys may be purchased for the sum of \$5.00 each, non-refundable.
- (f) The Strata Corporation will, from time to time, reprogram the remote controlled openers for the overhead parkade gate. Owners and tenants must purchase their own remote controlled opener which must be compatible with the Lift Master system and

the caretaker will program the opener. Tenants will be required to submit written permission from their landlord to have a remote controlled opener programmed.

(2) Security Cameras

- (a) The owners authorize the Strata Corporation to install and operate a closed-circuit television camera system (“CCTV”) solely for purposes of the safety and security of owners, tenants and occupants of the Strata Corporation and the protection of personal and common property, which other measures have failed to address.
- (b) The Strata Corporation shall be responsible to maintain the computerized records for the CCTV systems in secure locations to prevent unauthorized access to the records and to protect the personal information collected by the CCTV systems.
- (c) The privacy officer shall be responsible to address all requests for access to the records of the CCTV system in accordance with the provisions of the *Personal Information and Privacy Act* (“PIPA”).
- (d) The CCTV camera system is a video surveillance system with cameras that are motion-activated and operate twenty four (24) hours a day and seven (7) days a week.
- (e) There are currently seven (7) CCTV cameras in operation in the following public areas of the Strata Corporation: one (1) at the Estevan main entrance; one (1) at the Poplar main entrance; one (1) at the Estevan fire exit door; one(1) at the Poplar fire exit door; one (1) at the entrance between the Poplar and Estevan buildings; one (1) at the parking garage to the street; and one(1) at the middle of the parking garage.
- (f) The owners authorize the Strata Corporation to install additional CCTV cameras as the council in its discretion, in consultation with the security provider, considers necessary to meet the objectives of safety and security of the Strata Corporation and its residents.
- (g) The Strata Corporation has installed signs at every entrance warning that the area is monitored by video surveillance, and no cameras are positioned so as to record areas beyond the Strata Corporation property or to capture images peripherally or directly through the windows of the Strata Corporation or adjacent buildings.
- (h) Recordings from the CCTV cameras shall be stored on a DVR hard drive, which is currently located in the electrical room, and the Strata Corporation is authorized to utilize an alternative, secure location in its discretion in consultation with the security provider.
- (i) Video recordings on the DVR hard drive are stored for up to 30 days, at which time they are overwritten with new recordings.
- (j) Each council member, the strata manager and the Caretaker shall have access to the electrical room and he or she must keep the key in a secure location at all times. Any access pertaining to the CCTV system must be recorded in the log kept beside the CCTV system.
- (k) The video records shall only be accessed in the event of a breach of safety or security, and any two (2) of the following persons must be present at all times during any viewing of the recording: two council members, a council member and the strata manager or a council member and the caretaker.

1.13 Hazards

- (1) Everything shall be done to reduce fire hazards and nothing shall be brought into or stored on a strata lot, the common property, or storage lockers, which will in any way increase or tend to increase the risk of fire, the rate of any insurance policy or which will invalidate any insurance policy held by the Strata Corporation or strata lot owners.
- (2) No material substances, especially burning material such as cigarettes, matches or fireworks of any type shall be thrown out or permitted to fall out of any window, door, balcony or any other part of the strata lot or common property.

- (3) Gas and electric barbeques are the only types permitted and must be used on the balcony or patio only.
- (4) An owner or tenant shall not store propane tanks in their unit, storage locker, parking stall or anywhere on the common property except on balconies or patios.

1.14 Soliciting

There shall be no solicitation anywhere in or about the property for any cause, charity, or for any purpose whatsoever, except as required by federal or provincial legislation.

1.15 Storage lockers

- (1) An owner or tenant may only use the storage locker that is assigned to them.
- (2) Any personal items found by the Strata Corporation on the common property outside of the locker shall be considered abandoned goods and will be removed and disposed of by the Strata Corporation. Further, the Strata Corporation shall not be held liable for such action.

1.16 Insurance and insurance deductible

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser for the purposes of determining full replacement value pursuant to section 149(4)(a) of the Act, and such appraisal shall be conducted at a time determined in the discretion of the council, provided that the time period between each appraisal does not exceed three (3) years.
- (2) For purposes of section 149(4)(b) of the Act, the Strata Corporation shall obtain adequate insurance for other major perils on an annual basis if such coverage is available and is economically feasible, including:
 - (a) earthquake insurance;
 - (b) sewer backup;
 - (c) flood;
 - (d) theft or misappropriation of funds; and,
 - (e) Director's and Officer's Liability Insurance.
- (3) Subject to the Regulations, the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated and payable in accordance with sections 99(2) and 158(3) of the Act.
- (4) Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159 of the Act.

1.17 Indemnity

- (1) An owner shall reimburse the Strata Corporation for the expense of any maintenance, repair or replacement and for any loss or damage to that owner's strata lot, common property, limited common property or the contents of same if:
 - (a) that owner is responsible for the deductible pursuant to section 158(2) of the Act; or
 - (b) the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of that owner, any member of the owner's family, the owner's pet(s), or the owner's visitors, employees, contractors, agents, tenants, volunteers, or their pets,but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner.

- (2) For greater certainty, an owner shall be deemed to be responsible even if that owner is not negligent for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act.
- (3) Without restricting the generality of the foregoing, an owner is responsible for:
 - (a) any water escape damage from that owner's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment or fixture located in the owner's strata lot, including, but not limited to, the following:
 - (i) dishwasher;
 - (ii) refrigerator with ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) washing machine;
 - (v) toilet, sink, bathtub and/or shower;
 - (vi) fish tank(s);
 - (vii) plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner; or,
 - (viii) any other similar type of appliance, equipment or fixture.
 - (b) any damage arising out of any alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that strata lot; and,
 - (c) any damage to property that an owner is required to repair and maintain.
- (4) An owner shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his/her own client, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner.
- (5) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs and related legal costs shall be charged to the owner and shall become due and payable as part of that owner's monthly assessment on the first of the month following the date on which the expense was incurred.
- (6) An owner should obtain and maintain a Condominium Insurance policy to cover:
 - (a) the losses described in section 161 of the Act;
 - (b) the deductible portion of the insurance claim against the Strata Corporation's insurance policy if that owner is responsible for the loss or damage that gave right to the claim; and,
 - (c) any alteration, betterments or changes to the buildings or fixtures built by the developer.

1.18 Bulletin Board

- (1) The bulletin board on the entrance level (first floor) is for strata council use only.
- (2) The bulletin board on the parkade level is for general use by owners.
- (3) To keep the bulletin boards tidy, please remove items when they have served their purpose.
- (4) No one is to remove another person's notices except a council member or the caretaker.

1.19 Caretaker

- (1) The caretaker is retained by the Strata Corporation for the care, maintenance and protection of common property. The caretaker has been instructed to prevent and report any abuse of the common property.

- (2) Owners or tenants shall not request or demand personal services of the caretaker.
- (3) Any criticism of the manner in which the caretaker performs his or her duties shall be directed to the Strata Manager by letter.

1.20 Recreation/meeting room

- (1) The following fees shall be charged for private use of the recreation/meeting room.
 - (a) Twenty Dollars (\$20.00) for less than six (6) hours.
 - (b) Thirty Dollars (\$30.00) for more than 6 hours.
- (2) A refundable damage deposit of One Hundred Dollars (\$100.00) shall be paid at the time of booking.
- (3) It is the responsibility of the user to leave the recreation room in a clean and tidy condition.

2 Powers and Duties of Strata Corporation

2.1 Responsibilities of Strata Corporation

- (1) The Strata Corporation is responsible for managing and maintaining the common property and common assets of the Strata Corporation for the benefit of the owners, except as otherwise provided in the Act.
- (2) The powers and duties of the Strata Corporation must be exercised and performed by a council, unless the Act, the Regulations or these bylaws provide otherwise.

2.2 Reasonable accommodation

Notwithstanding any provision to the contrary in these bylaws, the council is at liberty to make reasonable accommodation to an owner or tenant if the owner or tenant proves by medical or other satisfactory evidence that the owner or tenant has a disability that justifies an exemption from the application of these bylaws and the council may impose conditions on the granting of such reasonable accommodation.

2.3 Repair and maintenance of property

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 the building;
 - b. the exterior of the building;
 - c. stairs, balconies and other things attached to the exterior of the building;
 - d. doors and windows on the exterior of the 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 the building;
 - (ii) the exterior of the building;
 - (iii) balconies and other things attached to the exterior of the building;
 - (iv) doors and windows on the exterior of the building or that front on the common property;
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

2.4 Errors and omissions insurance

The Strata Corporation shall obtain and maintain errors and omissions insurance for council members against their liability and expenses for errors and omissions made in the exercise of their powers and performance of their duties as council members.

3 Council

3.1 Council size and term

- (1) The council must have at least three (3) and not more than seven (7) members.
- (2) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (3) A person whose term as council member is ending is eligible for re-election.

3.2 Eligibility for council

- (1) The only persons who may be council members are the following:
 - (a) owners;
 - (b) individuals representing corporate owners;
 - (c) tenants who, under Section 147 or 148 of the Act, have been assigned an owner's right to stand for council.
- (2) 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 Act.

3.3 Removing council member

The council may vote to remove an officer.

3.4 Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of two (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(s) under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all council members resign or are unwilling or unable to act for a period of one (1) month or more, persons holding 25% of the Strata Corporation votes may hold a special general meeting to elect a new council by complying with the Act, the regulations and the bylaws respecting the calling and holding of meetings.

3.5 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, a treasurer and a privacy officer.
- (2) The vice president has the power 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.
- (3) If an officer other than the president is unwilling or unable to act for a period of two (2) or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

3.6 Calling council meetings

- (1) If a quorum is not present, the meeting stands adjourned to the same day in the next week at the same place and time.
- (2) Any council member may call a council meeting by giving the other council members at least one (1) week's notice (written or oral) of the meeting, specifying the reason for calling the meeting.
- (3) A council meeting may be held on less than one (1) week's notice if the meeting is required to deal with an emergency situation, and all council members either
 - (a) consent in advance of the meeting, or
 - (b) are unavailable to provide consent after reasonable attempt to contact them.

3.7 Requisition of council hearing

- (1) By application, in writing, stating the reason for the request, an owner, group of owners or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hear the applicant at the next scheduled council meeting if the application is received three (3) days prior to the meeting and in all other cases within four (4) weeks after 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 (1) week of the hearing.

3.8 Quorum of council

A quorum of the council is

- (1) 1, if the council consists of one member,
- (2) 2, if the council consists of 2, 3 or 4 members,
- (3) 3, if the council consists of 5 or 6 members,
- (4) 4, if the council consists of 7 members.

3.9 Council meetings

- (1) An owner, tenant or occupant may only attend council meetings as an observer and if the council by majority vote so directs, then that person(s) must immediately leave the meeting.
- (2) Despite subsection (1), no observers may attend those portions of a council meeting 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) *in-camera* council meetings; and
 - (d) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

3.10 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) 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.

3.11 Council meeting minutes

The owners must be informed of all council meetings, excluding *in-camera* meetings where no decision is made, within two (2) weeks of the meeting.

3.12 Delegation of council's powers and duties

- (1) The council may delegate some or all of its powers and duties to a strata manager except spending powers or duties.
- (2) 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,
 - (c) whether a person should be denied access to a recreational facility,
 - (d) whether a person should be required to pay the reasonable costs of remedying a contravention of the bylaws, or rules, or
 - (e) whether an owner should be exempted from a bylaw that prohibits rentals.

3.13 Unapproved expenditures

- (1) If a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the Strata Corporation may only make the expenditure in accordance with this bylaw.
- (2) Pursuant to subsection 98(2) of the Act, the expenditure may be made out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is \$15,000.00 or less, and the owners are informed of such expenditure as soon as practicably possible after same is made.

3.14 Limitation of 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 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.

3.15 Small Claims Actions

- (1) Pursuant to section 171(4) of the Act, a $\frac{3}{4}$ vote of owners to bring a suit against an owner or other person to collect money owing to the Strata Corporation under the *Small Claims Act*, including money owing as a fine, is not required.
- (2) The council is hereby authorized in its sole discretion to authorize legal proceedings in Small Claims Court to collect money owing without the requirement for a further vote or approval of the owners at a general meeting.

3.16 Landscape Committee

- (1) The Council shall appoint up to three (3) owners, one of whom must be a council member, to a landscape committee who will be responsible for the landscaping and irrigation system.
- (2) The committee will deal directly with the landscaping contractors and approve all invoices before payment.
- (3) The committee will report to the council at the monthly council meetings.
- (4) The committee will be restricted to the expenditure of funds set out in the annual budget.

4 Enforcement of Bylaws and Rules

4.1 Maximum fines

- (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.
 - (c) \$500.00 for each contravention of bylaw 6.8 (1).
- (2) Unless otherwise stated in these bylaws, the fines for contravention of these bylaws shall be as follows:
 - (a) \$50.00 for a first contravention.
 - (b) Increasing by \$50.00 each seven (7) days to a maximum of \$200.00 for continuing contravention as per section 4.1 (1).
 - (c) \$100.00 for a second contravention of the same bylaw.

4.2 Continuing contravention

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

5 Annual and Special General Meetings

5.1 Person to chair meeting

- (1) The president of the council must chair annual and special general meetings.
- (2) If the president of the council is unwilling or unable to act, the vice president of the council must chair the meeting.
- (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.

5.2 Voter eligibility

- (1) At an annual or special general meeting each strata lot has one (1) vote, either in person or by proxy.
- (2) Despite subsection (1) 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 lien against that strata lot under section 116 (1) of the Act.
- (3) Persons who are in conflict of interest with a motion before the assembly must leave the meeting during discussion and voting.

5.3 Participation by other than eligible voters

Persons who are not eligible to vote may attend annual and special general meetings at the discretion of the chair.

5.4 Quorum for Annual or Special General Meeting

- (1) Business must not be conducted at an annual or special general meeting unless a quorum is present.
- (2) A quorum for an annual or special general meeting is 1/3 of the Strata Corporation's eligible votes, present in person or by proxy.
- (3) If, within fifteen (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 requisition of members, and in any case, the meeting stands adjourned

to thirty (30) minutes from the time appointed for the meeting, at the same place, but, if at the end of that period a quorum is still not present, the eligible voters present in person or by proxy shall be deemed to constitute a quorum.

5.5 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 or the chair requests a precise count or secret ballot.
- (3) If a precise count is requested, the chair must decide whether it will be by a show of voting cards or by roll call, secret ballot or some other method.
- (4) Despite anything in this section, an election of council must be held by secret ballot.
- (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.

5.6 Order of business

- (1) The order of business at annual or 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 the minutes from the last annual or special general meeting;
 - (g) 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;
 - (h) ratify any new rules made by the Strata Corporation under section 125 of the Act;
 - (i) report of insurance coverage in accordance with section 154 of the Act;
 - (j) deal with unfinished business;
 - (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.
- (2) The order of business at an annual or special general meeting set out in subsection (1) may be changed by a majority vote at the meeting.

6 Renting or leasing of strata lot

6.1 Rental prohibition

Subject to any available exemptions under the Act, the rental or lease of all or a portion of a strata lot in the Strata Corporation is prohibited.

6.2 Purpose of the rental prohibition bylaw

The Strata Corporation wishes to prohibit the rental of strata lots for the following reasons:

- (a) to protect the preferred lifestyle of the community by encouraging owner-occupation of the residential strata lots; and,

- (b) to exclude speculators from purchasing strata lots for the purpose of rental and/or resale.

6.3 Exemption procedure

An owner who wishes to lease or rent his strata lot pursuant to a statutory exemption provided for under the Act shall follow the following procedure:

- (a) apply in writing to the Strata Corporation for permission to lease or rent pursuant to a statutory exemption and the application shall include the following:
 - (i) name(s), address(es), and telephone number(s) of all persons who intend to occupy the strata lot during the term of the lease or rental;
 - (ii) proposed term of the lease or rental, including the commencement date as well as the termination date, if any, of the lease or rental; and,
 - (iii) any other information or documents as may reasonably be requested by the Strata Council;
- (b) prior to renting to a prospective tenant, comply with section 146 of the Act by giving the prospective tenant:
 - (i) the current bylaws and rules; and,
 - (ii) a Notice of Tenant's Responsibilities (Form K);
- (c) provide the Strata Corporation with the signed Form K within seven (7) days of renting all or a portion of the strata lot.

6.4 Application of bylaw

A bylaw that prohibits rentals does not apply to a strata lot until the later of:

- (a) one year after a tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy it as a tenant; and,
- (b) one year after the bylaw is passed.

6.5 Bylaw exemption to family or family members

- (1) This bylaw does not apply to prevent the rental of a strata lot to a member of the owner's family.
- (2) "Family" or "Family Member" means a spouse of the owner, a parent or child of the owner, or a parent or child of the spouse of the owner.
- (3) "Spouse of the Owner" includes an individual who has lived and cohabited with the owner, for a period of at least two (2) years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

6.6 Hardship exemption

- (1) Rentals may be permitted pursuant to section 144 of the Act on grounds that the bylaws create a hardship on the owner.
- (2) An owner may provide written application to the Strata Corporation for permission to rent on grounds of hardship stating the following:
 - (a) the reason the owner thinks an exemption should be made and whether the owner wishes a hearing;
 - (b) If the owner wishes a hearing, the Strata Corporation must hear the owner or the owner's agent within four (4) weeks after the date the application is given to the Strata Corporation.
- (3) An exemption is allowed if the Strata Corporation does not give its decision in writing to the owner:
 - (a) within one (1) week after the hearing; or
 - (b) if no hearing is requested, within two (2) weeks after the application is given to the Strata Corporation.

- (4) An exemption granted by the Strata Corporation may be for a limited time.
- (5) The Strata Corporation must not unreasonably refuse to grant an exemption based on hardship.

6.7 Rental disclosure statement exemption

Subject to the one-year grace period set out in 143(1) of the Act, if a strata lot has been designated as a rental strata lot on a Rental Disclosure Statement (“Designated Rental strata lot”) and all the requirements set out in s. 139 of the Act have been met, this rental prohibition bylaw does not apply to a Designated Rental strata lot until the earlier of:

- (a) the date the strata lot is conveyed by the first owner of the strata lot other than the owner developer, and
- (b) the date the rental period expires, as disclosed in the Rental Disclosure Statement.

6.8 Remedy and fines

- (1) An owner who leases a strata lot in contravention of this bylaw may be subject to a fine in the discretion of the council in an amount not to exceed \$500.00 for each seven (7) day period that the strata lot is rented in contravention of these bylaws.
- (2) A zero tolerance or strict compliance policy with respect to the Rental Prohibition Bylaw is required to ensure the desired lifestyle is achieved in the Strata Corporation. The Strata Corporation is directed to strictly enforce these bylaws against violating Owners and tenants.
- (3) The Strata Corporation shall pursue a violation of the Rental Prohibition Bylaw with all force of law, including, in addition to any other remedies available under law, an application to the Supreme Court to compel an Owner or tenant to comply with the bylaws. If a person occupies a strata lot in violation of these bylaws, the Strata Corporation reserves the right to request relief from the Supreme Court tantamount to an eviction order. Special costs or full indemnity of legal costs as between a solicitor and his or her client shall be payable to the Strata Corporation by a tenant or Owner violating these bylaws.

7 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 all the parties to the dispute consent, and 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 disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

8 Severability

The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any bylaw does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

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