

1. Contact

**Stevenson Luchies & Legh
Barristers & Solicitors
300 - 736 Broughton Street
Victoria BC V8W 1E1
250-381-4040**

File No. 8934-001 / JJH

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

VIS96

THE OWNERS, STRATA PLAN VIS96

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Johnathan
Justin Hanson
3H1NIJ**

Digitally signed by
Johnathan Justin Hanson
3H1NIJ
Date: 2020-12-17
12:13:56 -08:00

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan VIS 96 certify that the following resolutions and attached bylaws were approved by resolutions passed in accordance with section 128 of the *Strata Property Act* at the Special General Meeting held on September 17, 2015 and Annual General Meeting held on November 26, 2015:

Resolutions for Adoption of Bylaws in VIS 96 on September 17, 2015:

1. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 96 that the registered bylaws of the Strata Corporation be amended by repealing all existing bylaws pertaining to the payment of strata fees, special levies, interest thereon, late fees, and keys and adopting **Bylaws #1 and 2** as shown in the attached schedule of bylaws.
2. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 96 that the registered bylaws of the Strata Corporation be amended by repealing all existing bylaws pertaining to the repair and maintenance of property by an owner and by the Strata Corporation, and adopting **Bylaw #3 – Repair and Maintenance of Property By Owner, Bylaw #13 Repair and Maintenance of Property By Strata Corporation,** as shown in the attached schedule of bylaws.
3. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 96 that the registered bylaws of the Strata Corporation be amended by repealing all existing bylaws pertaining to the Use of Property and provision of information to the strata council except for the existing pet prohibition which will remain in force but amended by adding a clause requiring guide dog and service animals to be certified and adopting **Bylaw # 4(1) and 4(2), and 4(3) and bylaws 4(4) to 4(9)– Use of Property and bylaw 5 – Inform Strata Corporation,** as shown in the attached schedule of bylaws.
4. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 96 that the registered bylaws of the Strata Corporation be amended by repealing all existing bylaws pertaining to alterations of strata lots and common property, and entry to strata lots and adopting **Bylaw #6 Obtain approval before altering a strata lot or common property, bylaw & #7 - Alterations Installed Without Permission, bylaw 7.1 Alteration and Indemnity Agreement, and bylaw 8 – Permit Entry to Strata Lots,** as shown in the attached schedule of bylaws.
5. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 96 that the registered bylaws of the Strata Corporation be amended by repealing all existing bylaws regarding insurance, liability for damages and risk allocation and adopting **Bylaw # 9 – Owners Responsibility for Insurance and Deductibles and bylaw 14.1 Insurance,** as shown in the attached schedule of bylaws.

This document replaces CA4981663 which was filed incorrectly

6. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 96 that the registered bylaws of the Strata Corporation be amended by repealing all existing bylaws regarding restrictions on the number of occupants in a unit and adopting **Bylaw # 11.2 - Occupancy Restrictions**, as shown in the attached schedule of bylaws.
7. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 96 that the registered bylaws of the Strata Corporation be amended by repealing existing bylaws pertaining to council size, members, eligibility, terms, election removal and replacement of members, officers, calling or requisitioning council meetings, quorum of council, holding council meetings, voting at council meetings, informing owners of council minutes and delegation of council powers, namely *existing bylaws 15 to 29, 32 and 33* and adopting **Bylaws #15 to 29** as shown in the attached schedule of bylaws.
8. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 96 that the registered bylaws of the Strata Corporation be amended by repealing all bylaws pertaining to common expenses, contingency reserve funds, spending restrictions and limitation on liability of council members and adopting **Bylaws #30 Spending Restrictions, and #31 Limitation of Liability of Council Member and Volunteers** as shown in the attached schedule of bylaws.
9. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 96 that the registered bylaws of the Strata Corporation be amended by repealing all bylaws pertaining to fines and the enforcement of bylaws and rules, and adopting all of the bylaws in **Division 4 – Enforcement of Bylaws and Rules** as shown in the attached schedule of bylaws.
10. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 96 that the registered bylaws of the Strata Corporation be amended by repealing all existing bylaws pertaining to Annual and Special General Meetings, and adopting all of the bylaws in **Division 5 -- Annual and Special General Meetings** as shown in the attached schedule of bylaws.
11. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 96 that the registered bylaws of the Strata Corporation be amended by repealing all existing bylaws pertaining to parking and motor vehicles and adopting **Division 7 – Parking and Motor Vehicles** as shown in the attached schedule of bylaws.
12. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 96 that the registered bylaws of the Strata Corporation be amended by repealing all existing bylaws pertaining to signs, sales and moving, and adopting **Division 8 – Signs, Move In, and Move Out and Selling Strata lots** as shown in the attached schedule of bylaws.

13. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 96 that the registered bylaws of the Strata Corporation be amended by repealing all existing bylaws pertaining to entry keys, emergencies and severability, and adopting Division 9 – Miscellaneous as shown in the attached schedule of bylaws.
14. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 96 that the registered bylaws of the Strata Corporation be amended by adopting all of the bylaws passed at today's meeting, renumbering and making non-substantive ancillary changes as required, and by filing a new consolidated copy of the bylaws in the Land Title Office which shall be deemed to be the bylaws of the strata corporation, save and except for existing rental restriction bylaws, which shall remain in force, and un-repealed.

Resolutions for adoption at the Annual General Meeting of Strata Plan VIS 96 on November 26, 2015:

Resolution #5 – Bylaw Amendment – Age Restriction

RESOLVED, as a THREE QUARTER (3/4) vote of the Owners, Strata Plan 96 that the following Bylaw be amended.

Bylaw 11.1 that reads:

- (1) No strata lot shall be purchased by any person under the age of 25 years of age and no owner or occupant of a strata lot shall permit any person under the age of 25 years of age to permanently reside in their strata lot..

Amend Bylaw 11.1 to Read:

- (1) No owner or occupant of a strata lot shall permit any person under the age of 25 years of age to reside in their strata lot for more than 60 days in a calendar year.

Passed

Resolution #7 – Bylaw Amendment – Rental Prohibition Bylaw

RESOLVED, as a THREE QUARTER (3/4) vote of the Owners, Strata Plan 96 that the following Bylaw be amended.

Bylaw 10 that reads:

- (1) No strata lots may be rented or leased. Should any owner or occupant of a strata lot rent or lease the strata lot in contravention of this bylaw, the Strata Council shall take the following actions:
 - (a) Take all necessary steps to terminate the tenancy agreement or lease on behalf of the strata lot owner;
 - (b) Levy a fine of up to five hundred dollars (\$500.00) for each week or contravention. This fine shall be added to and form part of the monthly assessment of the strata lot.
 - (c) Seek a court order to prevent the continued rental or leasing of the strata lot. Upon receiving such declaration or injunction, all court costs shall be the responsibility of the strata lot owner contravening the provisions of this bylaw and shall be recoverable by the Strata Corporation.

Amend Bylaw 10 to Read:

- (1) No strata lots may be rented or leased. Should any owner or occupant of a strata lot rent or lease the strata lot in contravention of this bylaw, the Strata Council shall take the following actions:
 - (a) Take all necessary steps to terminate the tenancy agreement or lease on behalf of the strata lot owner;
 - (b) Levy a fine of up to five hundred dollars (\$500.00) for each week or contravention. This fine shall be added to and form part of the monthly assessment of the strata lot.
 - (c) Seek a court order to prevent the continued rental or leasing of the strata lot. Upon receiving such declaration or injunction, all court costs shall be the responsibility of the strata lot owner contravening the provisions of this bylaw and shall be recoverable by the Strata Corporation.
- (2) This rental restriction bylaw does not apply to prevent the rental of a Strata Lot to a member of the owner's family.
 - (a) For the purposes of this bylaw "Family Member" has the following meaning:
 - (i) "Family" or "Family Member" means a spouse of the own, a parent, child or grandchild of the owner, or a parent, child or grandchild of the spouse of the owner, a brother or sister of the owner.
 - (ii) "Spouse of the Owner" includes an individual who has lived and cohabited with the owner, for a period of at least 6 months at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.
- (3) An owner who wishes to lease or rent his Strata Lot pursuant to a hardship exemption pursuant to section 144 of the Strata Property Act shall:

- (a) Apply in writing to the Strata Corporation for permission to lease or rent pursuant to a hardship exemption and the application shall include the following:
 - (i) The reason the owner thinks an exemption should be made and whether the owner wishes a hearing;
 - (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 shall be provided as may reasonably be requested by the Strata Council;
- (4) If the owner requests a hearing, then the Strata Corporation shall:
 - a. Hear the owner or the owner's agent within 4 weeks after the date the application is given to the Strata Corporation; and
 - b. Provide its written decision within one week of the hearing;
- (5) If the owner does not request a hearing, then the Strata Corporation shall provide its written decision within two weeks of the receipt of the application.
- (6) An application for an exemption shall be allowed if the Strata Corporation does not give its written decision to the owner in the times specified by subsections (4) and (5) above.
- (7) The Age Restriction Bylaw applies to all tenants. Tenants placed in a strata lot under either a hardship exemption or family member exemption must comply with the age restriction bylaw.
- (8) Where an owner leases a Strata Lot in contravention of this rental prohibition bylaw, the owner is subject to a fine of \$500.00 for each seven (7) day period that the Strata Lot is rented in contravention of these Bylaws, and the Strata Corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs incurred by the Strata Corporation to enforce the rental restriction prohibition bylaws shall be the responsibility of the contravening owner and recoverable from the owner on a solicitor and own client basis by the Strata Corporation.

.....
Alana Markes (PRESIDENT)
 Signature of Council Member

.....
Lynn M. Antos (VICE PRESIDENT)
 Signature of Second Council Member (not required if council consists of only one member)

Consolidated BylawsStrata Plan VIS 96 Colony Park
Bylaws adopted at the Special General Meeting held on Sept 17, 2015, and
Bylaws adopted at the Annual General Meeting held on Nov 26, 2015

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

1. Payment of strata fees

- (1) Owners shall pay strata fees on or before the first day of the month to which the strata fees relate. Owners shall provide a series of TWELVE post dated cheques, or authorize electronic debit, for payment of their monthly assessments to the Treasurer or Strata Property Manager annually.
- (2) The Strata Corporation may charge interest at the rate of TEN (10%) percent per annum compounded annually, on all late monthly strata fees, special levies and user fees. Such interest shall be deemed to be part of unpaid strata fees, special levies and user fees for the purposes of Section 116 of the *Strata Property Act*.
- (3) A charge of up to \$50.00 shall be made against an owner for any N.S.F. cheque issued by that owner.

2. Strata Lot Key

- (1) Owners, occupants and tenants must provide the strata council with a key to their strata lot, if a lock change prevents entry with the master key.
- (2) Owners, occupants and tenants who don't provide the strata council with a key to their strata lot will be responsible for any damage caused to their strata lot, any other strata lot or common property, in the event of an emergency.

3. 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 or other law.
- (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) An owner is responsible for and must repair and maintain any improvements, alterations and additions made to their strata lot or adjoining common property, or limited common property, which they have the benefit of, including but not limited to balcony enclosures, which were made by them or a previous owner of their strata lot. An owner must also make good any damage to a strata lot, limited common property or the common property that is caused by or arises in any way out of any improvements, alterations and additions made to their strata lot or adjoining common property, or limited common property, which they have the benefit of, which were made by them or a previous owner of their strata lot.
- (4) An owner must promptly carry out all work that may be ordered by any competent public authority which relates solely to his strata lot and is not for the general benefit of the Strata Corporation as a whole.

- (5) An owner or tenant must:
- a. ensure that the Strata Lot is checked at least once in each fourteen (14) day period that the Strata Lot is not occupied;
 - b. immediately report to the Strata Council any damage, dangerous conditions or items, or necessary repairs they have found in the common property, limited common property or a part of a strata lot that the Strata Corporation must repair and maintain;
 - c. keep the heat within the Strata Lot at a minimum temperature of 15 degrees C at all times, whether or not the Strata Lot is occupied.

4. Use of property

- (1) Owners, tenants, occupants or visitors 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 another person or other persons to use and enjoy the common property, common assets or another strata lot,
 - d. is illegal or is contrary to any rule, regulation, ordinance or bylaw of any Federal, Provincial or Municipal Government;
 - 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, that being a single family residence;
 - f. obstructs areas of the common property including hallways, stairwells, sidewalks, walkways, passageways, driveways, or parking spots;
 - g. increases the risk of fire or the fire insurance premium on the building or any part thereof or its contents. This includes using or storing combustible or flammable materials, live Christmas trees and non-fireproofed decorations in a strata lot;
 - h. detracts from the external appearance of the building; or
 - i. attracts rodents.
- (2) Owners, tenants, occupants and visitors must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the *Strata Property Act*.

Pet Prohibition

- (3) Owners, tenants, occupants and visitors must not keep any animals or pets in a strata lot or on the common property.

Washer Dryer Prohibition

- (4) Owners, occupants or tenants must not install, use or operate a clothes washer or dryer in their strata lot save and except for a portable washing machine.
- (5) Owners, tenants, occupants and visitors must not produce noise that is audible in another strata lot between the hours of 11:00 pm and 7:00 am.

Smoking, Commercial Use and Other Prohibitions

- (6) Owners, tenants, occupants or visitors must not:
- a. smoke in the hallways, anywhere in the interior common property, or anywhere on the exterior common property that is within 7 meters of a door or window,
 - b. conduct any business or any profession from a strata lot or the common property that results in clients, customers or the public attending the strata lot or coming on to the common property.
 - c. hang laundry, clothes or signs from or on their balcony; and
 - d. waste or excessively consume water or heat.
- (7) Owners, occupants and tenants must:
- a. cover their patio doors, and all windows with sheers, draperies, vertical blinds, or venetian blinds, which must be of a neutral color;
 - b. keep their window coverings properly hung and in good repair; and
 - c. make reasonable attempts to seal their Strata lot and prevent the smoke from escaping their Strata Lot, if they smoke cigarettes, cigars , pipes, narcotics inside their Strata Lot.

Restrictions on Use of Balconies

- (8) Owners, occupants and tenants must abide by the following provisions regarding the use and appearance of balconies:
- a. Umbrellas may be used on a patio or balcony.
 - b. Laundry, clothes, and signs may not be hung from a Balcony save and except for signs authorized by a relevant Elections Act;
 - c. Television antennas, satellite dishes, and other fixtures may not be mounted, placed, or installed on a balcony;
 - d. Barbecues and any similar cooking appliances must not be used or placed on a balcony.
 - e. Mops, dusters, or mats must not be shaken from any balcony;
 - f. Owners, occupants or tenants must not cause or permit water being used on their balcony from falling or spilling on to the balcony below.
 - g. Garbage, refuse, or other similar material may not be stored on or thrown from a balcony;
 - h. Feeding of birds or other animals from the balcony is prohibited with the exception of hummingbird feeders.

Bicycle Restrictions

- (9) Owners, occupants and tenants must abide by the following provisions regarding bicycles:
- a. Bicycles are not permitted to be parked in the foyer, lobby, hallways.
 - b. Bicycles must not be stored on balconies.
 - c. Bicycles must be stored in the owner's assigned storage locker, bicycle racks provided , Strata lot or in another location designated by the Strata Council.
 - d. Bicycles must be marked with the owner's suite number.

5. Inform Strata Corporation

- (1) Within two weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number, phone number, and mailing address outside the strata plan, if any, and any changes to such information.
- (2) On request by the Strata Corporation, any owner, occupant, or tenant must inform the Strata Corporation of his or her name and in which strata lot they are residing.
- (3) All non-resident owners or owners who intend to be absent from their strata lot for more than 30 days must inform the Strata Corporation of the full name, phone number, street address, and email of an emergency contact person who lives within THIRTY (30) kilometres of the Strata Corporation and who may provide the Strata Corporation with access to their strata lot after receipt of the notice of entry required by these bylaws.)
- (4) Within two weeks of renting a strata lot under a hardship exemption or to a family member, the owner must give the strata corporation a copy of the Form K—Notice of Tenant's Responsibilities signed by the tenant, in accordance with s. 146 of the Act.

6. Alterations to a strata lot or common property

- (1) Before making an alteration to 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 common property;
 - e. fences, railings or similar structures that enclose a patio or 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 s. 149 of the Strata Property Act;
 - h. all or a portion of flooring in a Strata Lot located above the ground floor;
 - i. significant betterments to the Strata Lot including, but not limited to, the construction or removal of interior walls;
 - j. electrical, plumbing and mechanical systems;
 - k. common property, including limited common property; and,
 - l. common assets.

an owner must first:

- a. obtain the written consent of the Strata Council authorizing the alteration;
- b. execute an Indemnity & Alteration Agreement in a form satisfactory to the Strata Corporation;
- c. obtain owner approval at a general meeting to alter a strata lot's boundaries or make significant changes to the use or appearance of the common property, pursuant to sections 70(4) and 71 of the Act, if applicable,
- d. satisfy the conditions or agree to satisfy the conditions attached to the grant of permission by the Strata Council.

- (2) It is the intent of this bylaw that liability for Alterations shall attach to an owner and to a subsequent owner of each strata lot even though a subsequent owner is not a signatory to an Indemnity & Alteration Agreement. The Strata Corporation will ensure that a copy of all Indemnity & Alteration Agreements for a strata lot are kept on file and upon request, provided to purchasers of that Strata Lot. Alteration and Indemnity Agreements for a strata lot are intended to bind purchasers of that strata lot from time to time even if they are not filed at the Land Title Office.
- (3) An owner/resident must not replace the existing floor with any other material including carpet without the prior written consent from strata council. Such approvals shall include the current specification requirements for soundproofing quality underlay.

Application Procedure

- (4) The application of the owner for an Alteration shall be in writing and shall enclose the following (the "Application"):
 - a. details of the proposed Alteration;
 - b. Detail plan showing the proposed location of construction of the Alteration and nature of the change, including details of the proposed materials and dimensions;
 - c. name of proposed qualified/licensed contractor(s) who will perform the work;
 - d. any other documents or information which the Strata Council may reasonably require in order to grant permission.
- (5) Upon receipt of an application for an alteration, the Strata Council shall, in writing, within four (4) weeks from the date of receipt of the Application or an Amended Application:
 - a. request further information,
 - b. approve the Application or Amended Application; or
 - c. reject the Application or Amended Application.

Conditions for Approval

- (6) The Strata Council may impose any one or more of the following conditions on a Strata lot owner approved for the alteration:
 - a. assume responsibility for any expenses related to the alteration;
 - b. perform the work or cause the work to be performed at the owner's sole cost;
 - c. ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;
 - d. produce a copy of a valid building permit to the Strata Council prior to the commencement of the work, if required by the local municipality;
 - e. employ qualified and licensed contractors or subcontractors to perform the work;
 - f. employ at the owner's sole cost a qualified building envelope professional, if required in the sole discretion of the Strata Council, to prepare specifications and provide inspection services for the work;
 - g. rectify deficiencies to the work in a timely fashion and to the satisfaction of the Strata Council, failing which the Strata Corporation may perform the work and

- collect the costs of same from the applicant, including costs as between a solicitor and his own client;
- h. observe any repair and maintenance schedule or policy imposed by the Strata Corporation from time to time for the work;
 - i. indemnify the Strata Corporation and save it harmless from any and all liability associated with the work, including legal costs as between a solicitor and his own client;
 - j. assume all responsibility for the repair, maintenance or replacement of the Alteration;
 - k. obtain appropriate insurance for the Alteration and provide the Strata Corporation with evidence of coverage upon request;
 - l. assume responsibility for all future expenses related to the Alteration, including repair, maintenance and replacement costs, plus insurance for the betterment to the satisfaction of the Strata Council;
 - m. execute an Alteration and Indemnity Agreement in a form satisfactory to the Strata Corporation;
 - n. agree to inform a subsequent purchaser of the Strata Lot of the terms of the Alteration and Indemnity Agreement and to make it a condition of any Contract of Purchase and Sale that the subsequent purchaser shall agree to be bound by the terms of the Alteration and Indemnity Agreement;
 - o. provide the Strata Corporation with a written assurance upon completion of the Alteration certifying compliance with the terms of this bylaw and, where applicable, section 70(4) of the Strata Property Act; and,
 - p. any other conditions reasonably required in the opinion of the Strata Council given the nature of the proposed Alteration.

Hard Surface Flooring Requirements

- (7) An owner or occupant of a strata lot above the ground floor who installs any hard surface flooring in a strata lot, other than in the bathroom, kitchen, or entryway, must install underlay that when combined with the hard surface flooring will provide a minimum AICC rating of 60. The Owner, occupant, or tenant shall provide the Strata Council with the specifications of the proposed flooring and underlay prior to removing the existing flooring. Contractors must not put a nail in the floor within 6 inches of an exterior wall.
- (8) The strata corporation may require an owner or occupant who installs hard surface flooring in contravention of these bylaws to remove the hard surface flooring and replace it with flooring that conforms with the bylaws.

Awnings and Railing Covers

- (9) Owners may, with the express written consent of the Strata Council, install frosted or clear plastic panels on their balcony railings. Plastic panels shall not exceed the height of the balcony railing.
- (10) All existing canvas on balconies and patios must be removed with the sale of the Strata Lot.

7. Alterations Installed Without Permission

- (1) If an Alteration has been installed or constructed without the prior written permission of the Strata Council ("Unauthorized Alteration"), then the owner of that Strata Lot may apply to the Strata Corporation for permission to retain the Unauthorized Alteration.
- (2) The Strata Council may unreasonably refuse to approve the Unauthorized Alteration and may require its removal or the restoration of the strata lot to its former condition. The Strata Corporation may also enter on to the strata lot and remove the Unauthorized Alteration and restore the strata lot to its previous condition pursuant to section 133 of the *Strata Property Act*.
- (3) If the Strata Council does retroactively approve the Unauthorized Alteration, then such approval must be in compliance with these bylaws.
- (4) The Strata Council is authorized in its sole discretion to take legal proceedings including an application to the Supreme Court pursuant to section 171(1) (b) of the *Strata Property Act* against the owners of the Unauthorized Alterations for any remedy, judgment or order recommended in the opinion of legal counsel and available to the Strata Corporation by law, including an application for a mandatory injunction to compel removal of the Unauthorized Alteration.

7.1 Indemnity & Alteration Agreement

- (1) The Strata Corporation wishes to standardize the Indemnity & Alteration Agreement (the "Standard Indemnity & Alteration Agreement") by registering same as part of these Consolidated Bylaws and to create a registration system for alterations to strata lots and common property.
- (2) The Standard Indemnity & Alteration Agreement shall be deemed to be in the form attached hereto as Schedule A for Alterations after the passing of this bylaw. This Agreement may be modified or amended from time to time in the sole and absolute discretion of the strata council and such amendments shall have the full force and effect under law even though the amendments are not registered in the Victoria Land Title Office.
- (3) An owner, tenant or prospective purchaser should contact the Strata Corporation to verify the terms and conditions of an Indemnity & Alteration Agreement applicable to a particular Strata Lot.
- (4) Each affected person is obligated to investigate the terms and conditions applicable to each Indemnity & Alteration Agreement and to satisfy himself or herself. The Strata Corporation is not responsible for any claim, action, loss, damages, costs or expenses associated with or arising out of the interpretation of the said Agreement or statements or representations regarding the content of such an Agreement.

8. 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 *Strata Property Act*.
 - c. at a reasonable time, on 48 hours written notice, to ensure compliance with the Act, the regulations, the bylaws and the rules.
- (2) The notice referred to in subsection (1) (b) and(c) must include the date and approximate time of entry, or range of time for entry, and the reason for entry.
 - (3) Where the Strata Corporation is required to maintain common property located within the boundaries of a strata lot, the Strata Corporation and its agents shall carry out such work or repairs in a proper and workmanlike manner.
 - (4) (The Strata Corporation and its agents shall repair any damage to the strata lot occasioned by such work and restore the strata lot to its former condition. leaving the strata lot clean and free from debris.
 - (5) In the event of an emergency access, the Strata Corporation shall provide a written report to the owner setting out the date, time and reason for the entry and the names and contact information of all persons who entered the strata lot.
 - (6) An owner, occupant or tenant who refuses or fails to provide access contrary to these bylaws shall be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the failure to permit entry.

9. Owner's responsibility for Insurance and Deductibles

- (1) An owner shall reimburse the Strata Corporation maintenance, repair or replacement costs plus any losses or damages to an owner's strata lot, the common property, the limited common property or the contents of same, if:
 - (a) that owner is responsible for the loss or damage; or
 - (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
 - (i) that owner; or,
 - (ii) any member of the owner's family; or,
 - (iii) the owner's service animal(s); or,
 - (iv) the owner's guests, employees, contractors, agents, tenants, volunteers, or their service animals,

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 is responsible even if that owner is not negligent and such responsibility shall be construed as a strict liability standard 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.) air conditioner;
 - (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 or 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 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 must obtain and maintain an 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 rise to the claim;
 - (c) any Alteration;
 - (d) any betterments or changes to the buildings or fixtures built by the developer; and
 - (e) losses from water escape and rupture.
- (7) Owners must provide a copy of their current insurance policy to the Strata Council by no later than June 1st of each calendar year.

10. Rental Prohibition Bylaw

- (1) No strata lots may be rented or leased. Should any owner or occupant of a strata lot rent or lease the strata lot in contravention of this bylaw, the Strata Council shall take the following actions:

- (a) Take all necessary steps to terminate the tenancy agreement or lease on behalf of the strata lot owner;
 - (b) Levy a fine of up to five hundred dollars (\$500.00) for each week or contravention. This fine shall be added to and form part of the monthly assessment of the strata lot.
 - (c) Seek a court order to prevent the continued rental or leasing of the strata lot. Upon receiving such declaration or injunction, all court costs shall be the responsibility of the strata lot owner contravening the provisions of this bylaw and shall be recoverable by the Strata Corporation.
- (2) This rental restriction bylaw does not apply to prevent the rental of a Strata Lot to a member of the owner's family.
- (a) For the purposes of this bylaw "Family Member" has the following meaning:
 - (i) "Family" or "Family Member" means a spouse of the owner, a parent, child or grandchild of the owner, or a parent, child or grandchild of the spouse of the owner, a brother or sister of the owner.
 - (ii) "Spouse of the Owner" includes an individual who has lived and cohabited with the owner, for a period of at least 6 months at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.
- (3) An owner who wishes to lease or rent his Strata Lot pursuant to a hardship exemption pursuant to section 144 of the Strata Property Act shall:
- (a) Apply in writing to the Strata Corporation for permission to lease or rent pursuant to a hardship exemption and the application shall include the following:
 - (i) The reason the owner thinks an exemption should be made and whether the owner wishes a hearing;
 - (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 shall be provided as may reasonably be requested by the Strata Council;
- (4) If the owner requests a hearing, then the Strata Corporation shall:
- (a) Hear the owner or the owner's agent within 4 weeks after the date the application is given to the Strata Corporation; and
 - (b) Provide its written decision within one week of the hearing;
- (5) If the owner does not request a hearing, then the Strata Corporation shall provide its written decision within two weeks of the receipt of the application.
- (6) An application for an exemption shall be allowed if the Strata Corporation does not give its written decision to the owner in the times specified by subsections (4) and (5) above.

- (7) The Age Restriction Bylaw applies to all tenants. Tenants placed in a strata lot under either a hardship exemption or family member exemption must comply with the age restriction bylaw.
- (8) Where an owner leases a Strata Lot in contravention of this rental prohibition bylaw, the owner is subject to a fine of \$500.00 for each seven (7) day period that the Strata Lot is rented in contravention of these Bylaws, and the Strata Corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs incurred by the Strata Corporation to enforce the rental restriction prohibition bylaws shall be the responsibility of the contravening owner and recoverable from the owner on a solicitor and own client basis by the Strata Corporation..

11.1 Age Restriction Bylaw

- (1) No owner or occupant of a strata lot shall permit any person under the age of 25 years of age to reside in their strata lot for more than 60 days in a calendar year.

11.2 Occupancy Restriction Bylaw

- (1) Owners, occupants, and tenants must not cause, or permit their strata lot to be ordinarily occupied by more than the following number of persons:
 - a. In the case of a one bedroom strata lot: two persons.
 - b. In the case of a two bedroom strata lot: four persons.

12. Air Conditioner Bylaw

- (1) Air conditioners must be contained completely within a strata lot and be of the free standing type. No window-mounted air conditioners will be allowed.
- (2) Air conditioner window or door baffles must be of neutral color and must not detract from the exterior appearance of the building.
- (3) Air conditioners must be able to operate a standard 115V/1SA circuit.

Division 2 -- Powers and Duties of Strata Corporation

13. 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) a Strata Lot, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building, and
 - (iv) fences, railings and similar structures that enclose patios, balconies and yards.
- (2) The Strata Corporation is not obligated to maintain, repair or replace any improvements or alterations made by an owner or former owner to a strata lot, their limited common property, or the common property, including but not limited to balcony enclosures, and

any such improvements or alterations in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the current owner of the strata lot which has the benefit of such improvement.

14. Administering Common Property

- (1) The Strata Corporation shall manage all of the following common property and assets of the Strata Corporation:
 - a. the parking lot assignments;
 - b. storage locker assignments;
 - c. hobby room locker assignments; and
 - d. recreational facilities;
- (2) The Strata Corporation may make rules it may deem necessary or desirable from time to time in relation to the use, enjoyment, safety and cleanliness of the common property.

14.1 Insurance

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every two years for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Strata Property Act*.
- (2) For purposes of section 149(4)(b) of the *Strata Property Act*, the Strata Corporation shall obtain adequate insurance on an annual basis to cover other perils, including:
 - (a) earthquake insurance; and,
 - (b) Director's and Officer's Liability Insurance for a minimum amount of \$2,000,000.00 or such lesser amount as may be available.
- (3) Subject to the regulations and this bylaw, 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 in accordance with section 99(2) or 100(1).
- (4) Despite any other section of the Act or the regulations, 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.

Division 3 -- Council

15. Conduct of Strata Council

- (1) The strata council members, while exercising their powers and performing their duties must:
 - a. act honestly and in good faith with a view to the best interest of the Strata Corporation "and
 - b. exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances.

16. Council size

- (1) The council must have at least five (5) and not more than seven (7) members.

17. Eligibility for Council

(1) Definitions:

- a. “Family Member” means a parent, Spouse, or child of the owner or a parent, or child of the Spouse of the owner;
- b. “Spouse” includes an individual who has lived and cohabited with the owner for a period of at least 6 months at the relevant time in a marriage-like relationship, including a marriage like relationship between persons of the same gender.

(2) A Family Member who is not registered on title to the Strata Lot is eligible for election as a council member and is eligible to sit as a council member if:

- a. The owner of the Strata Lot is not in arrears of strata fees or special levies;
- b. The owner of the Strata Lot first provides the Strata Corporation with approval in writing; and,
- c. The Immediate Family Member is at least 19 years of age.

(3) Only one person is eligible to run for election as a Strata Council member at any one time with respect to a particular Strata Lot.

(4) No person shall stand for council or continue to be on council if the Strata Corporation is entitled to register a lien against that person’s Strata Lot under Section 116(1) of the *Strata Property Act*.

(5) If a council member is unable to continue to be on council pursuant to Bylaw 17(4), then that council member is deemed to have resigned for the purposes of these bylaws and the remaining members of the council may replace that member pursuant to Bylaw 20.

18. 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.

19. 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.

20. Replacing council member

(1) If a council member resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(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 two or more months, persons holding at least 20% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the *Strata Property Act*, the regulations and the bylaws respecting the calling and holding of meetings.

21. 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 two or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

22. Strata Council Record and Property

- (1) Within one week after the annual general meeting, all departing strata council members shall deliver to the newly elected council, all strata council property including all keys, books and records.
- (2) All strata council records are to be kept according to the *Strata Property Act*.

23. 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.

24. Requisition of council hearing

- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

25. Quorum of council

- (1) A quorum of the council is
 - a. 3, if the council consists of 5 or 6 members, and
 - b. 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.

26. 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, including by email, 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 *Strata Property Act*;
 - b. rental restriction bylaw exemption hearings under section 144 of the *Strata Property Act*;
 - c. any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.
- (5) All letters from owners to the strata council shall be acknowledged verbally or by letter.
- (6) Correspondence sent or received by the Strata Corporation and strata council must be kept for at least two years.

27. 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, or if the president is absent the vice 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.

28. Council to inform owners of minutes

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

29. 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, or
 - 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.

30. 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) 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.
- (3) Subject to subsection 98 (2) of the *Strata Property 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 less than 5% of the annual operating budget.
- (4) Despite subsections (1) and (3) above, 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, whether physical or otherwise.
- (5) Pursuant to Section 82 of the *Strata Property Act*, SBC 1998, Chapter 43, the strata council may not acquire or dispose of personal property with a value in excess of ONE THOUSAND (\$1,000.00) DOLLARS unless the same is approved in the annual budget or by a $\frac{3}{4}$ vote of the owners.

31. Limitation on liability of council member and volunteers

- (1) A council member, or a volunteer who has been delegated duties by the strata council in writing (“a Volunteer”), 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 or Volunteer’s liability, as an owner, for a judgment against the Strata Corporation.
- (3) Each Strata Council member or Volunteer shall be indemnified and saved harmless by the Strata Corporation against any and all liability and costs, including legal costs as between a solicitor and his/her own client, for any acts or omissions while he or she was carrying out his or her duties as a member of the Strata Council or Volunteer.
- (4) Notwithstanding the above there shall be no indemnity if a Strata Council member or Volunteer commits wilful misconduct, fraud, gross negligence, or wrongful exercise of authority in the performance of his or her duties. In the event of a settlement, the indemnification shall apply only when the Strata Corporation approves such a settlement and reimbursement as being in the best interests of the Strata Corporation.

32. Contingency Reserve Fund

Repealed

33. Common Expenses

Repealed

Division 4 -- Enforcement of Bylaws and Rules

34. Maximum fine

- (1) The Strata Corporation may fine an owner a maximum of:
 - a. up to TWO HUNDRED DOLLARS (\$200), at the discretion of the Strata Council, for each contravention of a bylaw (save and except for a rental bylaw where the fine may not be more than FIVE HUNDRED DOLLARS (\$500)), and
 - b. up to FIFTY DOLLARS (\$50), at the discretion of the Strata Council, for each contravention of a rule.
 - c. up to FIVE HUNDRED DOLLARS (\$500) for a breach of the Rental Restriction Bylaw.
- (2) Fines will be added to the monthly assessment and will be collected by the Strata Corporation from the owner. The Strata Corporation may apply monies received from an owner against fines before special levies or strata fees.

35. 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 seven (7) days, a fine may be imposed every seven (7) days.

36. Small Claims and Forced Sale Actions

- (1) The Strata Council may commence and prosecute small claims actions for the recovery of any monies owing to the Strata Corporation without the necessity of having the same approved by a THREE-QUARTER (3/4) vote.
- (2) The Strata Council may commence and prosecute a forced sale action against any owner who is in arrears of strata fees or special levies, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may expend funds from the contingency reserve fund on the legal fees necessary to conduct the proceedings.

37. Full Indemnity Legal Costs

- (1) A unit owner in default of the payment of common expenses, strata fees, special levies, interest, fines, and any other amounts owing pursuant to the *Strata Property Act* (the “Arrears”) shall reimburse the Strata Corporation and save it harmless against any and all costs and expenses required to collect such Arrears, including legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.
- (2) For purposes of section 133(2) of the *Strata Property Act*, “reasonable costs of remedying the contravention” of the Strata Corporation’s bylaws or rules shall be interpreted to include, but not be limited to, legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.
- (3) Subject to the discretion of the council, any legal costs or expenses so incurred by the Strata Corporation may be charged to that owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the legal costs or expenses are incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of payment of the monthly assessment.

Division 5 -- Annual and Special General Meetings

38. 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.

39. Participation by other than eligible voters

- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

40. Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, then:
 - a. 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.
 - b. if neither the president nor the vice president of the council chairs the meeting where there is a tie vote, the chair elected in accordance with subsection 25(3) may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section. an election of council or any other vote must be held by secret ballot, if majority of eligible voters request a secret ballot.
- (7) For the purpose of voting, Strata Plan VIS 96 has a maximum of seventy-three (73) owners.
- (8) If the Strata Corporation is entitled to register a lien against a Strata Lot under section 116(1) of the *Strata Property Act*, then the vote for that Strata Lot shall not be exercised at any annual or special general meeting, except on matters requiring a unanimous vote.
- (9) The election of each Strata Council member must be voted on, and to be elected each council member must be elected by a majority of votes cast. Strata Council members are not to be elected by acclamation.

41. 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 *Strata Property Act*;
- j. report on insurance coverage in accordance with section 154 of the *Strata Property Act*, if the meeting is an annual general meeting;
- k. approve the budget for the coming year in accordance with section 103 of the *Strata Property 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 *Strata Property Act*;
- m. elect a council, if the meeting is an annual general meeting;
- n. terminate the meeting.

42. Quorum at Special and Annual General Meetings

- (1) Pursuant to Section 48 of the *Strata Property Act*, the quorum for all Special and Annual General Meetings shall be ONE THIRD (1/3) of the eligible owners.
- (2) Notwithstanding Section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall stand adjourned for a further ½ hour from the time appointed and, if at that time a quorum is still not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

Division 6 -- Voluntary Dispute Resolution

43. 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 -- Parking and Motor Vehicles

44. Parking

- (1) All parking spaces, both outdoor and undercover, are part of the common property of the Strata Corporation and therefore cannot be sold with individual strata lots.
- (2) The strata council will allocate one parking stall to the owner(s) of each strata lot. The strata council may rent or lease at reasonable rates, any parking stalls which are not specifically assigned to a strata lot.

- (3) Owners, tenants or occupants may not rent, lease, license or assign their parking stalls without the express written consent of the Strata Corporation.
- (4) An owner, tenant, occupant or their guests shall only park motor vehicles in areas designated or assigned for such purpose.
- (5) A visitor must display a “parking permit” on the dash of their vehicle if parking from 00:00 (midnight) to 06:00 am. Any vehicle not displaying the permit may be towed. Any visitor staying longer than 7 days must request a “temporary parking permit” from the strata council.
- (6) An owner, tenant, occupant may not use the visitor parking to park their motor vehicles.
- (7) An owner, tenant, occupant and their visitors shall not park the following on the common property:
 - a. an uninsured, unlicensed or unserviceable motor vehicle, including cars, trucks, trailers, boats and motorcycles, without the prior written approval of the Strata Council, which said approval may be granted subject to conditions, which conditions may include the provision of written proof of storage insurance to the Strata Council;
 - b. a motorhome, recreational vehicle, trailer, truck larger than a ¾ ton pickup, camper, boat or a similar type of vehicle without the prior approval of the Strata Corporation, which said approval may be granted subject to conditions; and
 - c. a commercial vehicle including a transport, logging truck, dump truck, bus or other similar vehicle.
- (8) An owner, tenant, occupant and their visitors shall not:
 - a. wash a vehicle in the common property parking areas; except in the car wash area
 - b. conduct significant repairs, modifications, maintenance or servicing to a motor vehicle on common property;
 - c. park a vehicle on the common property in a manner which may compromise the safety or security of the residents of the complex or impede the ability of owners to access or egress the complex or a parking stall;
 - d. exceed the speed limit of 20 kilometres per hour on the common property;
 - e. park a visitor’s vehicle in the visitors’ parking space for more than 7 days in a calendar month without the express written consent of the Strata Council; and
 - f. park a motor vehicle which is leaking oil or other fluids on the common property or in a designated parking space.
- (9) The Strata Council shall provide written notice of any violation of this bylaw to the vehicle owner by leaving the notice of violation on the vehicle, and if the infraction is not corrected within twenty four (24) hours from the date of delivery of such notice, the Strata Council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw, fine the owner, or both.

- (10) Written notice of a further contravention of this bylaw is not required prior to towing in the event of a second or subsequent infraction of this bylaw.
- (11) In addition to the rights conferred by subsections (9) and (10) the Strata Council has the right to immediately tow any vehicle which is parked in violation of 44(8)(c).
- (12) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.

Division 8 -- Signs, Move In, and Move Out and Selling Strata lots

45. Signage and Sales

- (1) Selling owners shall provide the Strata Corporation with the name and contact information of their Realtors, if any.
- (2) With the exception of elections signs permitted under the relevant Elections Act, owners, tenants, or occupants of a strata lot shall not:
 - a. erect or permit to be erected or to remain any signs, fences, billboards, placards, advertising or any other fixture or fitting of any kind whatsoever external to any part of a Strata Lot or of the common property, except a temporary notice to sell the Strata Lot of a size, style and location approved by the Strata Council;
 - b. erect or display signs, fences, gates, billboards, placards, advertising, or notices of any kind on the door and windows of a Strata Lot or on common property, common facilities or other assets of the Strata Corporation; and,
 - c. place or adhere a lock box on the common property or the Strata Lot without the prior written permission of the Strata Council.

46. Moving

- (1) Owners, occupants and tenants must:
 - (a) provide the Strata Council with 48 hours written notice of all moves;
 - (b) conduct all moves between the hours of 8:00am and 8:00pm;
 - (c) contact the Strata Council to obtain information on the proper use of the elevator;
 - (d) not unnecessarily restrict the use of the elevator by other owners, occupants and tenants during a move; and
 - (e) must use the elevator protective pad / blanket when moving furniture or other large articles in or out of the building via the elevator.
- (2) Owners will be held responsible for any damage done to the common property or a common asset during a move.

Division 9 -- Miscellaneous

47. Entry Keys

- (1) Owners will be responsible for all keys that have been allotted to their strata lot giving access to the building and recreational facilities (“the entry key”). If the strata lot is sold, the owner is responsible for transferring all such keys to the new owner.
- (2) The Strata Council may issue up to two entry keys to the owner(s) of each strata lot.

- (3) The Strata Council may charge an owner for a third or fourth entry key at a rate which may be set by a Rule. At the time of the adoption of this bylaw, the charge for a third or fourth entry fee was \$50.
- (4) The Strata Council may charge an owner for the issuance of a replacement key. The amount the Strata Council may charge for the issuance of a replacement key may be set by a rule. At the time of the adoption of this bylaw, the amount charged for a replacement key was \$50.
- (5) The Strata Council must create and maintain a registry of all entry keys.
- (6) Owners, occupants and tenants must not duplicate an entry key. Any duplicated key will be confiscated and a fine of two hundred dollars (\$200.00) will be levied against the owner of the strata lot. Duplication of the entry keys is considered a criminal offense.

48. Emergencies

- (1) Owners, tenants, and occupants must notify the Strata Corporation immediately upon becoming aware of any damage or condition in a strata lot or on the common property that requires immediate repair or maintenance by the Strata Corporation.

49. Notice, Complaints and Consent

- (1) If at any time under these Bylaws, an Owner, tenant or occupant is required to provide notice to the Strata Council or to obtain consent from the Strata Council, such notice and consent will be effective only if in writing.
- (2) An owner, occupant or tenant may only make complaints and requests to the Council in writing.

50. Severability

- (1) The provisions of this bylaw 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.

- 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.

Johnathan
Justin Hanson
PFLA1B

Digitally signed by Johnathan Justin Hanson PFLA1B
DN: c=CA, cn=Johnathan Justin Hanson PFLA1B, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?id=PFLA1B
Date: 2016.11.29 13:09:26 -08'00'

- 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 96, certify that the following amendment to the bylaws of the strata corporation were approved by a resolution passed by a ¾ vote in accordance with section 128 of the *Strata Property Act* at the Annual General Meeting held on November 24, 2016:

RESOLUTION #1 – BYLAW AMENDMENT - INSURANCE

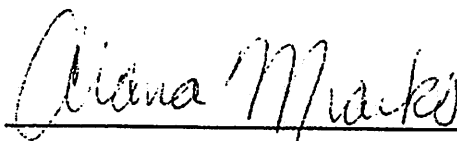
BE IT RESOLVED, as a THREE QUARTER (3/4) VOTE of the Owners, Strata Plan VIS 96 that the following Bylaw be amended:

Bylaw 9(7) that reads:

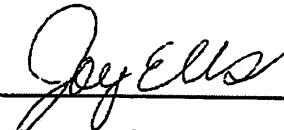
Owners must provide a copy of their current insurance policy to the Strata Council by no later than June 1st of each calendar year.

Amend Bylaw 9(7) to Read:

Owners must provide a copy of their insurance policy to the Strata Council within two weeks of the completion date after a unit is purchased, and/or within two weeks of policy renewal every year thereafter.

 ALANA MARKS

Signature of Council Member

 JOY ELLIS

Signature of Council Member

*Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

- 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.

Johnathan Justin Hanson 3H1NIJ	Digitally signed by Johnathan Justin Hanson 3H1NIJ Date: 2018.04.04 15:22:14 -07'00'
---	--

- 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 96, certify that the following amendment to the bylaws of the strata corporation were approved by a resolution passed by a $\frac{3}{4}$ vote in accordance with section 128 of the *Strata Property Act* at the Special General Meeting held on March 28, 2018:

RESOLUTION #7

$\frac{3}{4}$ VOTE TO ADOPT NEW BYLAWS GOVERNING THE USE OF BALCONIES

BE IT RESOLVED by a $\frac{3}{4}$ VOTE of THE OWNERS, STRATA PLAN VIS 96 Colony Park that pursuant to section 128 of the *Strata Property Act*, the Strata Corporation repeal existing bylaw 4(8), and replace it with the following bylaws restricting the use of balconies and patios:

Existing Bylaw 4(8):

- (8) Owners, occupants and tenants must abide by the following provisions regarding the use and appearance of balconies:
- a. Umbrellas may be used on a patio or balcony.
 - b. Laundry, clothes, and signs may not be hung from a Balcony save and except for signs authorized by a relevant Elections Act;
 - c. Television antennas, satellite dishes, and other fixtures may not be mounted, placed, or installed on a balcony;
 - d. Barbecues and any similar cooking appliances must not be used or placed on a balcony.
 - e. Mops, dusters, or mats must not be shaken from any balcony;
 - f. Owners, occupants or tenants must not cause or permit water being used on their balcony from falling or spilling on to the balcony below.
 - g. Garbage, refuse, or other similar material may not be stored on or thrown from a balcony;
 - h. Feeding of birds or other animals from the balcony is prohibited with the exception of hummingbird feeders.

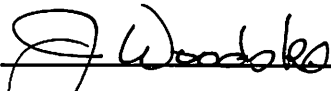
Bylaw 4(8) amended to:

4(8) Restrictions on Use of Balconies and Patios and Changes to the Building Exterior

(8) Owners, occupants and tenants must not:

*Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

- (a) Install, mount, or affix umbrellas to a patio or balcony, wall or railing; umbrellas must be free standing;
- (b) Install, mount, attach, use or display an awning on a patio or balcony;
- (c) Wrap, weave, attach, affix, or secure plastic, Plexiglas, signboard, canvas, polyester, or similar materials to the balcony railings; or
- (d) Damage the balcony or patio membrane.
- (e) Hang, dry, place, store, or display laundry, clothes, and signs on a patio or balcony in a manner that is visible from outside the building save and except for signs authorized by the federal or provincial Elections Act;
- (f) Install, mount, place, store or use television antennas, satellite dishes, and other similar fixtures on a patio or balcony;
- (g) Place, store, or use barbecues and any similar cooking appliances on a patio or balcony
- (h) Shake, beat, or wring mops, dusters, or mats from a patio or balcony;
- (i) Cause or permit water being used on their balcony from falling or spilling on to the balcony or patio below.
- (j) Place, store, or leave garbage, refuse, recycling or other similar material on a patio or balcony;
- (k) feed birds or other animals from a patio or balcony with the exception of hummingbird feeders
- (l) place or store any indoor/outdoor carpeting on a patio or balcony;
- (m) place, store or leave appliances including but not limited to fridges, freezers, hot tubs, or jetted tubs or any kind, on a balcony, or patio;
- (n) mount, install or attach a hook, hanger, bracket, straps or other device(s) to the exterior of the building and/or railings in a manner that breaches the building envelope or damages the floor, railings, flashings, soffit covers or fascias;
- (o) place, erect, store, or leave a shed, lean to, or storage box on a balcony, or patio;
- (p) place or store any goods, chattels, laundry, furniture, appliances or other objects, which are visible from outside the building on their patio or balcony other than the following:
 - (i) Patio furniture with appropriate foot protectors;
 - (ii) Free-standing, self-contained pots and planter boxes, which must have proper water collection trays, and provided that they are not affixed to the balcony, railing or hung from the walls , soffits or fasci



Signature of Council Member



Signature of Council Member

*Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Johnathan Justin Hanson 3H1NIJ	Digitally signed by Johnathan Justin Hanson 3H1NIJ Date: 2019.12.27 09:33:02 -08'00'
---	--

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 96**, certify that the following amendment to the bylaws of the strata corporation were approved by a resolution passed by a $\frac{3}{4}$ vote in accordance with section 128 of the *Strata Property Act* at the Annual General Meeting held on November 27, 2019:

RESOLUTION #1 – BYLAW AMENDMENT - INSURANCE


BE IT RESOLVED, as a THREE QUARTER (3/4) VOTE of the Owners, Strata Plan VIS 96 that the following Bylaw be amended:

Bylaw 9(7) that reads:

Owners must provide a copy of their insurance policy to the Strata Council within two weeks of the completion date after a unit is purchased, and/or within two weeks of policy renewal every year thereafter.

Amend Bylaw 9(7) to Read:

Owners must provide a copy of their current insurance policy to the Strata Council by no later than June 1st of each calendar year. A new owner must provide a copy of their insurance policy to the Strata Management Company within two weeks of the completion date after a unit is purchased.



ANNE L. DAVIS, PRESIDENT
Signature of Council Member



Signature of Council Member *Marianne Crowe*
Secretary

*Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

1. Contact

**Stevenson Luchies & Legh
Barristers & Solicitors
300 - 736 Broughton Street
Victoria BC V8W 1E1
250-381-4040**

File No. 8934-001 / JJH

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

VIS96

THE OWNERS, STRATA PLAN VIS96

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the Land Title Act, RSBC 1996, C.250, that you certify this application under section 168.43 (3) and that the supporting document is in your possession.

**Johnathan
Justin Hanson
3H1NIJ**

Digitally signed by
Johnathan Justin Hanson
3H1NIJ
Date: 2020-12-04
09:57:09 -08:00

Strata Property Act
Form 1
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan 96 certify that the 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 the *Special or Annual* General Meeting held on November 25, 2020.

RESOLVED, as a THREE QUARTER (3/4) vote of the Owners, Strata Plan 96 that the following Bylaw be ADOPTED.

Annual and Special General Meetings may be held electronically by telephone or any other electronic method, if the method permits all persons participating in the meeting to communicate with each other during the meeting. A person who participates in, or attends or votes at a General Meeting in a manner conducted electronically that meets this requirement is deemed to be present in person at the meeting.

Alana Marks (PRESIDENT)
Signature of Executive Member

Chris McIntosh (VICE PRESIDENT)
Signature of Second Executive Member
(not required if council consists of only one member)

- * Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.
- * Section 197 (3) requires matters that relate solely to the section must be approved by a ¾ vote at a general meeting of the Section.

1. Contact

Document Fees: \$30.53

**Stevenson Luchies & Legh
Barristers & Solicitors
300 - 736 Broughton Street
Victoria BC V8W 1E1
250-381-4040**

File No. MAT5082 / JJH

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

VIS96

THE OWNERS, STRATA PLAN VIS96

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Johnathan Justin
Hanson WBL869**

**Digitally signed by
Johnathan Justin Hanson
WBL869**

**Date: 2023-03-09
13:33:41 -08:00**

Strata Property Act
Form I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan 96 certify that the 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 the *Special or Annual* General Meeting held on March 1, 2023.

RESOLUTION #2 – SHORT TERM RENTAL BAN

BE IT RESOLVED BY A 3/4 VOTE OF THE OWNERS STRATA PLAN VIS 96 THAT THE STRATA CORPORATION REPEAL EXISTING BYLAW 10 AND ADOPT THE FOLLOWING BYLAW:

10.1 Prohibition Against Use Of Strata Lot As A Short-Term Rental

- (1) For the purposes of this bylaw “short term rental” means:
 - (a) the use of all or a part of a residential strata lot for the accommodation of persons including but not limited to travellers and the vacationing public for periods of under 90 days, and without limitation includes vacation rentals, executive rentals, boarding, hostel use, hotel and motel use, and bed and breakfast accommodation;
 - (b) and includes situations involving any of the uses set out in subsection (1)(a) where a license is granted or a rental agreement is entered into for a period of longer than 90 days, where the occupant under the license agreement or tenant under the rental agreement occupies the strata lot for less than 90 days; but
 - (c) does not include the accommodation of visitors without receipt of remuneration, house sitting, or pet sitting where the house sitter or pet sitter is remunerated for their services, or home exchanges where no remuneration exchanges hands.
- (2) Owners, occupants, and tenants may not:
 - (a) rent, lease, or provide a license of occupancy to all or any part of their residential strata lot for use as a short-term rental; or
 - (b) market, list, offer or advertise all or any part of their residential strata lot as being available for use as a short-term rental.
- (3) Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection (2)(a) of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$1,000.00 or such higher amount as then permitted under the *Strata Property Regulation*, for each night the residential strata lot is used as a short-term rental.
- (4) Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection (2)(b) of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$200.00 or such higher amount as then permitted under the *Strata Property*

Regulation, for each time the strata lot is advertised or marketed as being available for use as a short-term rental.

RESOLUTION #3 – OCCUPANCY RESTRICTION BYLAW UPDATE

BE IT RESOLVED BY ¾ VOTES OF THE OWNERS STRATA PLAN VIS 96 THAT THE STRATA CORPORATION REPEAL BYLAW 11.2 and ADOPT THE FOLLOWING BYLAW:

11.2 Occupancy Restriction Bylaw

(1) Owners, occupants, and tenants must not cause, or permit more than the following number of persons to reside in their strata lot:

- a. In the case of a one bedroom strata lot: two persons.
- b. In the case of a two bedroom strata lot: four persons.
- c. In the case of a three or more-bedroom unit: five persons.

In subsections a., b. and c. above, bedroom means a bedroom meeting the requirements of the BC building code, specifically section 9.9.10.1. Egress Windows or Doors for Bedrooms: 1) Except where the suite is sprinklered, each bedroom or combination bedroom shall have at least one outside window or exterior door openable from the inside without the use of keys, tools or special knowledge and without the removal of sashes or hardware. (See Article 9.5.1.2. and Note A-9.9.10.1.(1).)

(2) For the purposes of this bylaw, a person will be deemed to be residing in a strata lot if they spend more than 30 days in any six-month period in that strata lot.

(3) Notwithstanding subsections (1) and (2) the Council may authorize visits longer than 30 days in a six month period in exceptional circumstances.

RESOLUTION #4 – FORM K AND OWNER RESPONSIBILITY FOR TENANTS BYLAWS

BE IT RESOLVED BY ¾ VOTES OF THE OWNERS STRATA PLAN VIS 96 THAT THE STRATA CORPORATION REPEAL BYLAW 5(4) and ADOPT THE FOLLOWING BYLAWS:

10.2 Provision of Form K and Tenancy Agreement

- (1) Where an owner rents or leases all or part of their strata lot to a tenant, such owner must:
 - (a) deliver to each tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K;
 - (b) provide the Strata Corporation with written notice of each tenant's and occupant's contact information in accordance with the requirements outlined in the BC Residential Tenancy Act.
 - (c) within two weeks of renting a strata lot, provide the strata corporation a copy of the Form K—Notice of Tenant's Responsibilities signed by all tenants, in accordance with s. 146 of the Act; and
 - (d) provide a copy of the tenancy agreement with their tenant to the Strata Corporation.
- (2) Unless exempted by the Council in writing, all non-resident owners must provide an email address to the Strata Corporation for the purpose of receiving notices, records, or documents from the Strata Corporation. The email address provided must be active and monitored no less than once per week.
- (3) The Strata Corporation may provide owners and tenants with documents, notices of council meetings, general meetings and electronic general meetings by email to the email address provided by them under subsections (1) and (2) above.
- (4) Owners who fail to provide a Form K and / or their tenancy agreement as required by these bylaws may be subject of a fine of up to \$200 per week, until the Form K has been provided.

10.3 Landlord's and owner's responsibility for fines and costs incurred by tenant.

- (1) If a tenant, or a tenant's occupant is accused of contravening a bylaw or being responsible for damage or remedial costs then the Strata Corporation must follow the procedure set out in section 135 of the *Strata Property Act* with the tenant, before levying the cost of any damages, or a deductible, a fine, or any other remedial cost against the tenant. The Strata Corporation must not take action directly against the owner without first giving due process to the tenant.
- (2) If after complying with subsection (1), the strata corporation fines a tenant or requires a tenant to pay the costs of remedying a contravention of the bylaws or rules, the strata corporation may collect the fine or costs from the tenant, that tenant's landlord and the owner, but may not collect an amount that, in total, is greater than the fine or costs.

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

* Section 197 (3) requires matters that relate solely to the section must be approved by a ¾ vote at a general meeting of the Section.

1. Contact

Document Fees: \$31.27

**Stevenson Luchies & Legh
Barristers & Solicitors
300 - 736 Broughton Street
Victoria BC V8W 1E1
250-381-4040**

File No. MAT5082 / JJH

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

VIS96

THE OWNERS, STRATA PLAN VIS96

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Johnathan Justin
Hanson WBL869**

**Digitally signed by
Johnathan Justin Hanson
WBL869
Date: 2023-12-18
11:53:29 -08:00**

Strata Property Act
Form I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan 96 certify that the 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 the *Special or Annual General Meeting* held on November 22, 2023.

RESOLUTION #4 – EMOTIONAL SUPPORT ANIMALS

Whereas:

- Our bylaws do not permit pets of any nature in our building, other than service animals as defined in legislation.
- Our no pet bylaw has been voted on several times in the past, and restrictions have always been upheld.
- Owners from time to time have asked about emotional support animals.
- Owners who have consistently voted against pets in the past want to ensure any bylaw allowing emotional support animals is not abused.

Resolved as a THREE-QUARTER VOTE of the Owners, Strata Plan VIS 96 that the Strata Corporation update Section 4. Use of property, (3) Pet Prohibition as follows:

1. Owners, tenants, occupants, and visitors must not keep any animals or pets in a strata lot or on the common property, except for service animals as defined by BC legislation. Any owner, tenant, occupant, or visitor wishing to keep an emotional support animal in a strata lot or on the common property must do the following:
 - a) Submit a request, in writing, to the strata council. The strata council will consider this request at the next strata council meeting, or within two weeks, whichever is later.
 - b) Such an animal must be a cat or a dog that will remain under 30 pounds in weight when fully grown.
 - c) This written request must be accompanied by a letter from a qualified medical practitioner registered to practice in Canada stating (i) the need for such an animal, and (ii) why any other animal is required if the request is for an animal other than as permitted under subsection (b) above.
 - d) This written request must be accompanied by a letter from a registered veterinarian indicating the animal has had all its shots, is in good health, and a testament to good disposition and behavior.
 - e) Unless exempted by the strata council in writing, any emotional support animal must be carried in a crate, wheeled in a wagon, or

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* Section 197 (3) requires matters that relate solely to the section must be approved by a $\frac{3}{4}$ vote at a general meeting of the Section.

otherwise transported when they are in the common areas inside the building for the following reasons:

(i) to prevent soiling and additional cleaning charges to the strata.
(ii) to minimize the chances of affecting residents allergic to animals in the common areas of the building.

f) Such an animal must not be off leash anytime they are on the property outside the building. Owners are responsible for picking up any deposits left on our property by their animals.

g) Emotional support animals must follow all bylaws enacted by the municipality of Saanich with regard to pets, including licensing - <https://www.saanich.ca/assets/Local~Government/Documents/Bylaws~and~Policies/animals-bylaw-2004-no-8556.pdf>

h) Loud animals are subject to our noise bylaws, with a maximum fine of \$200 per event.

RESOLUTION #5 – ENFORCEMENT AND CHARGEBACK

WHEREAS

A. The Strata Corporation's existing enforcement bylaws, are outdated because they

a. do not:

i. require owners to submit complaints in writing;

ii. set out the procedure that must be followed by the Strata Council in enforcing the bylaws;

iii. contain chargeback provisions to allow the strata corporation to charge back owners for the cost of remedial work; and

iv. contain legal fee chargeback clauses.

b. limit the Strata Corporation's ability to sue to collect monies owing in small claims actions and make no mention at all of Civil Resolution Tribunal (CRT) actions at all.

B. The Strata Council has received legal advice that its enforcement and chargeback bylaws need to be completely updated.

BE IT RESOLVED BY $\frac{3}{4}$ VOTES OF THE OWNERS STRATA PLAN VIS 96 THAT THE STRATA CORPORATION REPEAL EXISTING BYLAWS 34 to 37 AND ADOPT THE FOLLOWING BYLAWS:

34. Enforcement Procedure

(1) Complaints regarding the breach of bylaws or rules may only be submitted to the council, or property manager in writing. The council will not entertain, investigate, or act upon verbal complaints.

(2) The council must respond to written complaints within FOUR (4) weeks of the receipt of the same.

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* Section 197 (3) requires matters that relate solely to the section must be approved by a $\frac{3}{4}$ vote at a general meeting of the Section.

(3) Pursuant to section 135 of the Strata Property Act, the council must abide by the following procedure when dealing with alleged contraventions of bylaws or rules:

(a) if the alleged offender or complainant is a council member, that member must excuse himself or herself from the complaint process;

(b) the council must then give the alleged offender written notice of the complaint;

(c) if the alleged offender is a tenant, the council must also give the owner written notice of the complaint;

(d) if the council decides to proceed with enforcement, the notice of complaint must give the alleged offender 30 days to respond to the complaint, including an opportunity to respond at a hearing, if requested;

(e) once the alleged offender has answered or been given a reasonable opportunity to answer the complaint, the council must decide whether a bylaw or rule has been breached by the alleged offender;

(f) if the council decides that a bylaw or rule has been breached, it must give written notice of its decision to:

(i) the offender or alleged offender; and

(ii) the owner, if the offender or alleged offender is a tenant.

35. Enforcement Options

(1) The Strata Corporation may, after complying with Bylaw 34:

(a) fine the responsible owner or tenant:

(i) up to TWO HUNDRED DOLLARS (\$200), or such higher amount as permitted by the Strata Property Regulation, at the discretion of the council for each contravention of a bylaw except for a contravention of a short-term rental prohibition bylaw;

(ii) up to FIFTY DOLLARS (\$50), or such higher amount as permitted by the Strata Property Regulation, at the discretion of the council for each contravention of a rule; or

(iii) up to ONE THOUSAND DOLLARS (\$1,000) a day, or such higher amount as permitted by the Strata Property Regulation, at the discretion of the council for each contravention of a short-term rental bylaw;

(b) do what is reasonably necessary to remedy a contravention of, the Act, its bylaws, or rules, including:

(i) entering into and doing work on or to a strata lot, the common property or common assets, and

(ii) removing objects from the common property or common assets;

or

(c) charge the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130.

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

36. Liability for enforcement costs

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* Section 197 (3) requires matters that relate solely to the section must be approved by a $\frac{3}{4}$ vote at a general meeting of the Section.

(1) Should the Strata Corporation undertake any work, legal action with respect to a breach by an owner, tenant or occupant of any strata lot of the Strata Property Act, the Strata Property Regulations, the bylaws or rules or any amendments thereto, then the responsible owner or tenant shall be liable for and shall pay the reasonable costs of remedying the contravention, and all of the strata corporation's or section's legal costs incurred on a solicitor and own client basis and shall pay the same within SEVEN (7) days of receipt of a demand from the council.

(2) In these bylaws "legal action" includes any services provided to the strata corporation by a lawyer whether or not court or administrative proceedings of any kind are ultimately commenced, and without limiting the generality of the above:

(a) includes the cost of defending actions, suits, and claims brought by an owner, occupant, tenant or visitor in which such person is not substantially successful; and

(b) the costs of evicting a tenant pursuant to section 138 of the Strata Property Act.

(3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation to enforce either these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Strata Property Act or these bylaws shall become part of the assessment of the responsible owner or tenant and shall become due and payable within SEVEN (7) days of receipt of a demand from the council, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

37. Commencing Legal Actions

(1) In addition to the levying of fines, the collection of remedial costs, and any other remedies it may have under these bylaws, the Strata Corporation may:

(a) commence and prosecute small claims actions for the recovery of any monies owing to the strata corporation without the necessity of having the same approved by a THREE-QUARTER (3/4) vote;

(b) pursuant to section 138 of the Strata Property Act, commence and prosecute the eviction of a tenant who has repeatedly or continuously contravened a reasonable and significant bylaw, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the Strata Property Act expend funds from the contingency reserve fund on the legal fees and disbursements up to \$5,000 per case, to conduct the proceedings; and

(c) make a request under section 4 of the Civil Resolution Tribunal Act asking the civil resolution tribunal to resolve a dispute concerning any

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* Section 197 (3) requires matters that relate solely to the section must be approved by a ¾ vote at a general meeting of the Section.

strata property matter over which the civil resolution tribunal has jurisdiction, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the Strata Property Act expend funds from the contingency reserve fund on the legal fees and disbursements up to \$3,000 per case, to conduct the proceedings.

RESOLUTION #6 – PERMIT ENTRY TO STRATA LOT

Whereas:

-Council members, people authorized by the strata corporation, and tradespeople on occasion require access to strata lots to:

- o maintain the safety and security of the building, and to maintain common property.
- o maintain the safety and security of owners, occupants, tenants, and visitors.

BE IT RESOLVED BY A $\frac{3}{4}$ VOTE OF THE OWNERS STRATA PLAN VIS 96 THAT THE STRATA CORPORATION UPDATE EXISTING BYLAW 8 AS FOLLOWS:

8. 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, or

b. at a reasonable time, on 48 hours written notice,

i) 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, or to accompany a tradesperson, contractor or vendor who is entering the unit for such purposes.

ii) to ensure compliance with the Act, the Regulations, the bylaws and the rules.

2. For the purpose of subsection (1)(a):

a) an emergency is limited to actual or perceived:

- i. medical trauma or illness;
- ii. an alarm sounding;
- iii. fire or smoke;
- iv. water penetration, leakage or flood;
- v. structural damage.

b) Authorized personnel is limited to at least two people, who must be:

- i. members of the Council; or
- ii. manager; or
- iii. emergency and/or rescue personnel or law enforcement; or

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* Section 197 (3) requires matters that relate solely to the section must be approved by a $\frac{3}{4}$ vote at a general meeting of the Section.

iv. persons contracted by the Strata Corporation to perform assigned duties, including but not limited to, bonded tradespeople, professional locksmith, and restoration services.

3. The notice referred to in subsection (1)(b) must include the date and approximate time of entry, or range of time for entry, and the reason for entry.

4. Should an owner refuse entry under section 8(1)(b)(i), the strata corporation has the right to direct the tradesperson, contractor, or vendor to return at a later date and time when the owner will comply with this section. Any expenses incurred by such direction will be the responsibility of the strata owner.

5. In addition to the requirements of subsection (1) in the event of an emergency entry without the owner's consent and where the strata lot was vacant at the time of entry, the Strata Corporation must provide a written report to the strata lot owner, within 24 hours setting out the details of the entry and the contact information of all persons who entered the strata lot during the emergency entry.

6. Where the Strata Corporation is required to maintain common property located within the boundaries of a strata lot, the Strata Corporation and its agents shall carry out such work or repairs in a proper and workmanlike manner.

7. Owners, occupants or tenants who refuse or fail to provide access contrary to these bylaws shall be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the failure to permit entry.

RESOLUTION #7 – INSURANCE & DEDUCTIBLES – PREAMBLE

NOTE: The clauses under the WHEREAS heading are notes and thoughts from our lawyer.

WHEREAS

- A. Determining liability for loss or damage in a Strata Corporation can be a difficult and extremely technical task as the Strata Corporation first has to determine where the loss or damage came from and who is legally responsible for the cost to remedy it.
- B. The Courts have confirmed that a Strata Corporation's bylaws will determine the standard of liability to be applied when a Strata Corporation is seeking to recover an insurance deductible from a responsible owner or tenant pursuant to section 158 of the Strata Property Act.
- C. The British Columbia Supreme Court has repeatedly interpreted the word "responsible" to be akin to imposing a strict liability standard, see

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* Section 197 (3) requires matters that relate solely to the section must be approved by a ¾ vote at a general meeting of the Section.

Mari v. OSP LMS 2835 (2007 BCSC 740) and Wawanesa v. Keiran (2007 BCSC 727).

D. In Strata Plan LMS 2446 v. Morrison, an unreported case from the BC Provincial Court, the Court determined that the Strata Corporation's bylaws set the standard for determining liability. The Judge stated as follows:

[11] In the case at bar, Bylaw 4.4 contains an indemnity clause which requires the owner to indemnify and save harmless the strata corporation from "the owner's act, omission, negligence or carelessness" if such loss is not covered by the proceeds received by any insurance policy.

[12] The Bylaw expressly states that any insurance deductible paid by the Strata Corporation arising from the owner's act, omission, negligence or carelessness will be charged to the owner.

[17] I find that the words "owner's act, omissions, negligence or carelessness" in Bylaw 4.4 are to be read collectively and import a standard of negligence. Whereas s. 158(2) permits a Strata Corporation to sue an owner responsible for a loss which results in payment of an insurance deductible, the Strata's Bylaw specifies the type of responsibility which attracts liability. It requires some affirmative act or failure to act sounding in negligence before an owner is liable to indemnify the Strata Corporation for losses not covered by insurance. In my view, it makes sense for a collective of owners to agree that unless an owner is at fault for the loss giving rise to the payment of an insurance deductible by the strata, the deductible should be treated as a common expense.

E. Even though this a lower court's decision, the judge's decision is clear. The judgement in the Morrison case has been confirmed in several other decision of the Court and Tribunal.

F. Recent cases have refined the law even further, see the BC Supreme Court's decision in The Owners, Strata Plan BCS 1589 v. Nacht et al, 2017 BCCRT 88.

G. One such case, namely The Owners, Strata Plan NW 2847 v. Charleston, 2019 BCCRT 555, the tribunal refined the law even further by holding that: an owner couldn't be made to pay the deductible because no claim was made against the insurance and the bylaws seemed to require a claim be made.

H. Another CRT case, namely Brent Shephard v. The Owners, Strata Plan EPS4114, 2020 BCCRT 287 held that: A strata corporation cannot go directly back against an owner for a water escape deductible where the tenant was responsible for it and had to give the tenant due process first.

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* Section 197 (3) requires matters that relate solely to the section must be approved by a $\frac{3}{4}$ vote at a general meeting of the Section.

- I. Strata Plan VIS 96's existing insurance and risk allocation bylaws, namely bylaw 9 was up to date when adopted in 2019 but they are really starting to show its age as a result of recent CRT decisions including the aforementioned Shepherd and Charleston cases, amongst others.
- J. As a result of the changes wrought by case law, minor holes have opened up within it that may leave the Strata Corporation unable to claim damage caused by a tenant, or where the damage caused is slightly over the insurance deductible and the Strata Corporation does not make a claim or if it was caused by a tenant.
- K. In addition to the above the existing insurance and risk allocation bylaw:
 - a. does not deal with the tenants' liability which is a problem now that rental restriction bylaws have been rendered illegal;
 - b. leaves it unclear that the Strata Corporation had the right in all cases to carry out the emergency response work or charge back such amounts to the owners or tenants; and
 - c. the existing bylaws do not deal with or describe what happens if damage or loss is caused by the act or neglect of the Strata Corporation or the failure of the common property.
- L. As such the Council believes it is in the best interest of the Strata Corporation to replace the bylaw with an up-to-date version.

RESOLUTION #7a – INSURANCE, CARE & DEDUCTIBLES

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS STRATA PLAN VIS 96 THAT THE STRATA CORPORATION ADD THE FOLLOWING SECTIONS AT THE START OF EXISTING BYLAW 9, RENUMBERING SUBSEQUENT SECTIONS:

9. Damage, Insurance, and Risk Allocation

(1) The Strata Corporation shall obtain an appraisal of the property from a qualified appraiser for the purposes of determining full replacement value pursuant to section 149(4)(a) of the Strata Property Act, once every three fiscal years.

(2) The Strata Corporation must obtain and maintain insurance:

(a) on the items listed under section 149(1) of the Strata Property Act against all major perils listed in section 9.1(2) of the Strata Property Regulations; and

(b) for liability for property damage and bodily injury pursuant to section 150(1) of the Strata Property Act; and

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* Section 197 (3) requires matters that relate solely to the section must be approved by a ¾ vote at a general meeting of the Section.

(c) on the items listed under section 149(1) of the Strata Property Act against the following perils, if such coverage is commercially available and economically feasible, including:

- (i) earthquakes;
- (ii) sewer backups;
- (iii) floods;

where such coverage is deemed not economically feasible by the council, an SGM must be called, and a $\frac{3}{4}$ owner vote must approve the expenditure for coverage not deemed economically feasible.

(d) against theft or misappropriation of funds; and,

(e) for director's and officer's liability in a minimum amount of \$1,000,000.00 and to a maximum amount as advised by the Strata Corporation's insurance broker.

(3) Owners, tenants, occupants or visitors must not:

(a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and

(b) cause damage, other than reasonable wear and tear to the common property, limited 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.

Deductibles Are a Common Cost

(4) Subject to the regulations and this bylaw:

(a) the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance, or

(b) damages or loss caused to building components and fixtures that the Strata Corporation must repair and maintain, that falls below the Strata Corporation's relevant insurance deductible

are common expenses to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1) of the Act. Owners are advised to check the current building insurance deductibles for earthquakes, flooding, and other perils to ensure they purchase sufficient insurance to cover building deductibles.

(5) Despite any other section of the Act or the regulations, Strata Corporation approval is not required 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. Strata Corporation approval is not required for a special levy to cover the above expenses if there is not enough money in the contingency reserve fund to cover such an expense.

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* Section 197 (3) requires matters that relate solely to the section must be approved by a $\frac{3}{4}$ vote at a general meeting of the Section.

RESOLUTION #7c – OWNER RESPONSIBILITY FOR REIMBURSEMENT

BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS STRATA PLAN VIS 96 THAT THE STRATA CORPORATION ADD THE FOLLOWING SECTIONS INTO EXISTING BYLAW 9, RENUMBERING SECTIONS AS REQUIRED:

Owner's / Tenant's Liability For Loss or Damage

(6) Owners or tenants must reimburse the Strata Corporation for any emergency response, repairs and cleanup costs incurred by the Strata Corporation, plus any losses or damages to the owner's or tenant's strata lot, another strata lot, the common property, the limited common property or the contents of same, if:

(a) that owner or tenant is responsible for the loss or damage; or
(b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:

(i) that owner or tenant; or,
(ii) any member of the owner's or tenant's:
(1) family; or,
(2) pet(s); or,
(iii) the owner's or tenant's guests, employees, contractors, agents, tenants, volunteers, or their pets,
but only to the extent that such expense is not, or would not, be met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner or tenant.

Examples of When the Owner or Tenant Is Liable For Loss or Damage

(7) Without restricting the generality of the foregoing, an owner or tenant is responsible for:

(a) any water escape damage from that owner's or tenant's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment located in or fixture which forms a part of the owner's or tenant's strata lot including but not limited to hot water tanks, washing machines, driers, dishwashers, stoves and fridges;

(b) any damage arising out of any alteration, improvement, or addition to the strata lot, the limited common property, or the common property, installed by that owner or tenant or a prior owner or tenant of that strata lot;

(c) any damage to property that an owner or tenant is required to repair or maintain;

(d) any damage due to an owner, tenant or occupant not ensuring that their strata lot interior is maintained at a minimum temperature of 12 degrees centigrade, year round; and,

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

* Section 197 (3) requires matters that relate solely to the section must be approved by a ¾ vote at a general meeting of the Section.

(e) any damage due to a water pipe leak or any other loss or damage whatsoever that the council reasonably determines resulted from or is contributed to by an owner's, tenant's or occupant's failure to comply with these bylaws.

Extent of Owner's / Tenant's Liability

(8) An owner or tenant 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 own client, that the owner or tenant is responsible for, 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 or tenant.

(9) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs, emergency response costs, and related legal costs may be charged to the owner or tenant and will become due and payable as part of that strata lot's monthly assessment on the first of the month following the date on which the expense was incurred.

RESOLUTION #7f – OWNER AND TENANT INSURANCE AND DILIGENCE

BE IT RESOLVED BY A $\frac{3}{4}$ VOTE OF THE OWNERS STRATA PLAN VIS 96 THAT THE STRATA CORPORATION ADD THE FOLLOWING SECTIONS INTO EXISTING BYLAW 9, RENUMBERING SECTIONS AS REQUIRED:

Owners and Tenants Insurance

(10) Owners acknowledge that they are solely responsible to obtain and maintain insurance for:

(a) loss or damage to the owner's or tenant's strata lot and the fixtures referred to in section 149(1)(d) of the Act:

(iv) against perils that are not insured by the strata corporation, and
(v) for amounts that are in excess of amounts insured by the strata corporation;

(b) for fixtures in the owner's strata lot, other than the fixtures referred to in section 149(1)(d) of the Act;

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* Section 197 (3) requires matters that relate solely to the section must be approved by a $\frac{3}{4}$ vote at a general meeting of the Section.

(c) for improvements and alterations to fixtures referred to in section 149(1)(d) of the Act;

(d) liability for property damage and bodily injury, whether occurring to the owner's strata lot, to another strata lot, or to the common property in the minimum amount of \$2,000,000; and

(e) losses from water escape and rupture.

Owners and tenants must be diligent

(11) Owners and tenants must report any water ingress, mold, accident or failure of any water pipes, toilets, drains, electric wires or apparatus, or other fittings or fixtures in any strata lot or in any part of the common property immediately upon discovery to the council or the property manager.

(12) An owner or tenant who fails to report an issue or incident that they become aware of, contrary to subsection (14), will be responsible for any uninsured loss or damage, or additional costs arising out of the delay in reporting the issue or incident. Reports should be made to the strata council at colonyparkmanor@gmail.com or Gibraltar Management at 250-380-3815.

(13) Owners, occupants, and employees of the strata corporation must ensure after entering or exiting the building that the door they used is securely closed and locked.

RESOLUTION #8 – REPEAL ORIGINAL SECTIONS OF BYLAW 9

WHEREAS

A. The sections in Resolution 7 replace all current sections in Bylaw 9.

Be it resolved by a $\frac{3}{4}$ vote of the owners strata plan VIS 96 that the strata corporation replace all approved corresponding sections of bylaw 9.

Updated Bylaw 9

9. Damage, Insurance and Risk Allocation

(1) The Strata Corporation shall obtain an appraisal of the property from a qualified appraiser for the purposes of determining full replacement value pursuant to section 149(4)(a) of the Strata Property Act, once every three fiscal years.

(2) The Strata Corporation must obtain and maintain insurance:

(a) on the items listed under section 149(1) of the Strata Property Act against all major perils listed in section 9.1(2) of the Strata Property Regulations; and

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

* Section 197 (3) requires matters that relate solely to the section must be approved by a $\frac{3}{4}$ vote at a general meeting of the Section.

(b) for liability for property damage and bodily injury pursuant to section 150(1) of the Strata Property Act; and

(c) on the items listed under section 149(1) of the Strata Property Act against the following perils, if such coverage is commercially available and economically feasible, including:

- i. earthquakes;
- ii. sewer backups;
- iii. floods;

where such coverage is deemed not economically feasible by the council, an SGM must be called, and a $\frac{3}{4}$ owner vote must approve the expenditure for coverage not deemed economically feasible.

(d) against theft or misappropriation of funds; and,

(e) for director's and officer's liability in a minimum amount of \$1,000,000.00 and to a maximum amount as advised by the Strata Corporation's insurance broker.

(3) Owners, tenants, occupants or visitors must not:

(a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and

(b) cause damage, other than reasonable wear and tear to the common property, limited 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.

Deductibles Are a Common Cost

(4) Subject to the regulations and this bylaw:

(a) the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance, or

(b) damages or loss caused to building components and fixtures that the Strata Corporation must repair and maintain, that falls below the Strata Corporation's relevant insurance deductible

(c) are common expenses to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1) of the Act. Owners are advised to check the current building insurance deductibles for earthquakes, flooding, and other perils to ensure they purchase sufficient insurance to cover building deductibles.

(5) Despite any other section of the Act or the regulations, Strata Corporation approval is not required 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. Strata Corporation approval is not required for a special levy to cover the above expenses if there is not enough money in the contingency reserve fund to cover such an expense.

Owner's / Tenant's Liability For Loss or Damage

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

* Section 197 (3) requires matters that relate solely to the section must be approved by a $\frac{3}{4}$ vote at a general meeting of the Section.

(6) Owners or tenants must reimburse the Strata Corporation for any emergency response, repairs and cleanup costs incurred by the Strata Corporation, plus any losses or damages to the owner's or tenant's strata lot, another strata lot, the common property, the limited common property or the contents of same, if:

(a) that owner or tenant is responsible for the loss or damage; or
(b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:

i. that owner or tenant; or,

ii. any member of the owner's or tenant's:

(1) family; or,

(2) pet(s); or,

iii. the owner's or tenant's guests, employees, contractors, agents, tenants, volunteers, or their pets,

but only to the extent that such expense is not, or would not, be met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner or tenant.

(7) For greater certainty, an owner is responsible even if that owner is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act.

Examples of When the Owner or Tenant Is Liable For Loss or Damage

(8) Without restricting the generality of the foregoing, an owner or tenant is responsible for:

(a) any water escape damage from that owner's or tenant's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment located in or fixture which forms a part of the owner's or tenant's strata lot including but not limited to hot water tanks, washing machines, driers, dishwashers, stoves and fridges;

(b) any damage arising out of any alteration, improvement, or addition to the strata lot, the limited common property, or the common property, installed by that owner or tenant or a prior owner or tenant of that strata lot;

(c) any damage to property that an owner or tenant is required to repair or maintain;

(d) any damage due to an owner, tenant or occupant not ensuring that their strata lot interior is maintained at a minimum temperature of 12 degrees centigrade, year round; and,

(e) any damage due to a water pipe leak or any other loss or damage whatsoever that the council reasonably determines resulted from or is contributed to by an owner's, tenant's or occupant's failure to comply with these bylaws.

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

* Section 197 (3) requires matters that relate solely to the section must be approved by a $\frac{3}{4}$ vote at a general meeting of the Section.

Extent of Owner's / Tenant's Liability

(9) An owner or tenant 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 own client, that the owner or tenant is responsible for, 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 or tenant.

(10) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs, emergency response costs, and related legal costs may be charged to the owner or tenant and will become due and payable as part of that strata lot's monthly assessment on the first of the month following the date on which the expense was incurred.

Owners and Tenants Insurance

(11) Owners acknowledge that they are solely responsible to obtain and maintain insurance for:

(a) loss or damage to the owner's or tenant's strata lot and the fixtures referred to in section 149(1)(d) of the Act:

i. against perils that are not insured by the strata corporation, and
ii. for amounts that are in excess of amounts insured by the strata corporation;

(b) for fixtures in the owner's strata lot, other than the fixtures referred to in section 149(1)(d) of the Act;

(c) for improvements and alterations to fixtures referred to in section 149(1)(d) of the Act;

(d) liability for property damage and bodily injury, whether occurring to the owner's strata lot, to another strata lot, or to the common property in the minimum amount of \$2,000,000; and

(e) losses from water escape and rupture.

(12) Owners must provide a copy of their current insurance policy to the Strata Council by no later than June 1st of each calendar year.

Owners and tenants must be diligent


(13) Owners and tenants must report any water ingress, mold, accident or failure of any water pipes, toilets, drains, electric wires or apparatus, or other fittings or fixtures in any strata lot or in any part of the common property immediately upon discovery to the council or the property manager.

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.


* Section 197 (3) requires matters that relate solely to the section must be approved by a $\frac{3}{4}$ vote at a general meeting of the Section.

(14) An owner or tenant who fails to report an issue or incident that they become aware of, contrary to subsection (14), will be responsible for any uninsured loss or damage, or additional costs arising out of the delay in reporting the issue or incident. Reports should be made to the strata council at colonyparkmanor@gmail.com or Gibraltar Management at 250-380-3815.

(15) Owners, occupants, and employees of the strata corporation must ensure after entering or exiting the building that the door they used is securely closed and locked.

 PRESIDENT

Signature of Executive Member

 Vice President

Signature of Second Executive Member

(not required if council consists of only one member)

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

* Section 197 (3) requires matters that relate solely to the section must be approved by a $\frac{3}{4}$ vote at a general meeting of the Section.

1. Contact

Document Fees: \$32.51

**Stevenson Luchies & Legh
Barristers & Solicitors
300 - 736 Broughton Street
Victoria BC V8W 1E1
250-381-4040**

File No. #6616-5082 / JJH

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

VIS96

THE OWNERS, STRATA PLAN VIS96

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Johnathan Justin
Hanson WBL869**

**Digitally signed by
Johnathan Justin Hanson
WBL869
Date: 2024-11-29
10:13:25 -08:00**

Strata Property Act
Form I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan 96 certify that the 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 the *Annual General Meeting* held on November 27, 2024.

Resolution: Smoking

BE IT RESOLVED BY A $\frac{3}{4}$ VOTE OF THE OWNERS STRATA PLAN VIS 96 COLONY PARK THAT THE STRATA CORPORATION REPEAL BYLAW 4(6)(a) AND ADOPT THE FOLLOWING BYLAW:

Smoking, Commercial Use and Other Prohibitions

4. Use of Property

4.(6) Owners, tenants, occupants or visitors must not:

4.(6)a. Smoking Prohibition

- (1) "Smoking" or "smoke" means releasing into the air, gases, particles, or vapors as a result of combustion, electrical ignition or vaporization of a substance including but not limited to: tobacco, cannabis, heroin, crack, narcotics, e-juice, and vape juice, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products.
- (2) For the purposes of these bylaws, "cannabis" means the cannabis sativa, cannabis indica, and cannabis ruderalis plants or any similar member of the cannabaceae family, and any products derived therefrom.
- (3) Owners, tenants, occupants, and visitors must not smoke in, or on any of the following areas:
 - (a) any part of the exterior common property that is within 7 meters of a door, window, or air intake;
 - (b) any part of the interior common property;
 - (c) on the patios and balconies of strata lots; and
 - (d) inside the habitable portion of the strata lots.

Medical Exemption

- (1) Notwithstanding subsection (3)(d) of this bylaw, owners, occupants, or tenants who must smoke for medicinal reasons may apply to the Strata Corporation for a human rights-based exemption to subsection 3(d) of this bylaw to permit them to smoke for medicinal reasons within their strata lot but not on their strata lot's patio, balcony or in its garage ("Medically Exempt Smoker").

- (2) The Strata Corporation may only grant a human rights-based exemption permitting a Medically Exempt Smoker to smoke tobacco or cannabis for medicinal purposes in the habitable portion of their strata lot if the applicant provides the Strata Corporation with a written medical opinion from a qualified medical professional licensed to practice medicine in British Columbia that:
- (a) describes the applicant's medical condition; and
 - (b) smoking tobacco or cannabis is necessary for the treatment or management of that medical condition; and
 - (c) in the case of cannabis, the applicant cannot or should not ingest cannabis by a means other than smoking due to the nature of the applicant's medical condition.

Requirement to Take Steps To Prevent Escape of Second Hand Smoke and Clean Up Garbage

- (6) Medically Exempt Smokers must:
- (a) make reasonable efforts to prevent secondhand tobacco or cannabis smoke from infiltrating other strata lots; and
 - (b) not cause a hazard or nuisance.

Enforcement

- (7) If the Council receives complaints of a person smoking contrary to this bylaw, then it must investigate the complaint.
- (8) If after investigating the complaint, the Council determines that:
- (a) a person other than a Medically Exempt Smoker is smoking in the Strata Corporation contrary to this bylaw (a "Smoker"); or
 - (b) smoke from a Medically Exempt Smoker is infiltrating another strata lot, and / or causing a nuisance or a hazard, then the Council may, after fulfilling the procedural requirements of section 135 of the Strata Property Act:
 - (i) fine the Smoker or Medically Exempt Smoker;
 - (ii) make the Medically Exempt Smoker carry out work to their strata lot to prevent the escape of secondhand smoke;
 - (iii) revoke the Medically Exempt Smoker's right to smoke in their strata lot on at least 30 days written notice;
 - (iv) commence an action to obtain an injunction requiring the Smoker or Medically Exempt Smoker to stop smoking within the Strata Corporation.

Limit of Exemptions

- (9) The exemption granted to a Medically Exempt Smoker is personal and does not attach to his or her strata lot.

Duty to Inform

- (10) Any owner who rents, leases or otherwise allows someone other than the owner to reside within or occupy a strata lot, shall disclose to said persons prior to their residency or occupancy, that smoking is prohibited within all areas noted above, including on balconies and patios, and that they shall be responsible for any breach of these bylaws.

(11) Any owner who sells a strata lot shall specifically disclose to their realtor and all potential buyers that smoking is prohibited everywhere within the building, including all strata lots and strata corporation common property, including outdoor patios and balconies.

(7)(c) delete this section, which will no longer be necessary.

Resolution: Insurance

Resolved as a THREE-QUARTER VOTE of the Owners, Strata Plan VIS 96 that the Strata Corporation amend Bylaw 9

FROM:

Owners and Tenants Insurance

11. Owners acknowledge that they are solely responsible to obtain and maintain insurance for:

TO:

Owners and Tenants Insurance

11. Owners and tenants must obtain and maintain insurance for:

RESOLUTION #6 – ADMINISTRATIVE BYLAW CLEANUP

Whereas:

Several of our bylaws are out of date and refer to practices that are no longer relevant. To reflect current reality, we are proposing the following bylaw changes.

Resolution:

Resolved as a THREE-QUARTER VOTE of the Owners, Strata Plan VIS 96 that the Strata Corporation amend the following bylaws as follows:

FROM:

2. Strata Lot Key

- (1) Owners, occupants and tenants must provide the strata council with a key to their strata lot, if a lock change prevents entry with the master key.
- (2) Owners, occupants and tenants who don't provide the strata council with a key to their strata lot will be responsible for any damage caused to their strata lot, any other strata lot or common property, in the event of an emergency.

TO:

Repeal this section.

FROM:

6. Alterations to a strata lot or common property

Awnings and Railing Covers

- (9) Owners may, with the express written consent of the Strata Council, install frosted or clear plastic panels on their balcony railings. Plastic panels shall not exceed the height of the balcony railing.
- (10) All existing canvas on balconies and patios must be removed with the sale of the Strata Lot.

TO:

6. Alterations to a strata lot or common property

Awnings and Railing Covers

- (9) Owners may not install any panels, awnings, or railing covers to or on their balcony railings.

FROM:

11.1 Age Restriction Bylaw

- (1) No owner or occupant of a strata lot shall permit any person under the age of 25 years of age to reside in their strata lot for more than 60 days in a calendar year.

TO:

Repeal this section. New provincial laws make this section invalid and unenforceable.

FROM:

13. Repair and maintenance of property by strata corporation

- (2) The Strata Corporation is not obligated to maintain, repair or replace any improvements or alterations made by an owner or former owner to a strata lot, their limited common property, or the common property, **including but not limited to balcony enclosures**, and any such improvements or alterations in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the current owner of the strata lot which has the benefit of such improvement.

TO:

13. Repair and maintenance of property by strata corporation

- (2) The Strata Corporation is not obligated to maintain, repair or replace any improvements or alterations made by an owner or former owner to a strata lot, their limited common property, or the common property and any such improvements or alterations in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the current owner of the strata lot which has the benefit of such improvement.

Remove the reference to balcony enclosures. These are not allowed.

Section 6:
PROXY FORM

Laura M. Antolo PRESIDENT
Signature of Executive Member

Christina Steebis hin SECRETARY
Signature of Second Executive Member
(not required if council consists of only one member)

- * Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.
- * Section 197 (3) requires matters that relate solely to the section must be approved by a $\frac{3}{4}$ vote at a general meeting of the Section.

HOUSE RULE

The Owner Strata Plan VIS 96

COLONY PARK MANOR

BUDGETING – ROOF REPLACEMENT

The Strata Council will allocate \$75,000.00 to the Contingency Reserve Fund – Unapproved line for the fiscal years 2020, 2021, 2022, 2023, and 2024 to reach the goal of \$450,000 for roof replacement.

KEYS

1. The Strata Council will eliminate keeping both a) master keys and b) unit keys. During times of maintenance such as Fire Inspections, the owners will have to provide their own access or supply a key to a council member for that date and time.
2. Building Keys will be kept at the Strata Management office. Any replacement keys will be provided for \$50 and extra keys will be provided with a \$50 deposit.

Ratified at the 2019 Annual General Meeting.

Strata Corporation VIS 96 – House Rules

Revised: 2015

- Rules** (1) The strata corporation may make rules governing the use, safety and condition of the common property and common assets.
- (2) A rule is not enforceable to the same extent that a bylaw is not enforceable under section 121
- (3) All rules, including those posted on signs, must be set out in a written document that is capable of being photocopied.
- (4) The strata corporation must inform owners and tenants of any new rules as soon as feasible.
- (5) If a rule conflicts with a bylaw of the strata corporation, the bylaw prevails.
- (6) A rule ceases to have effect at the first annual general meeting held after it is made, unless the rule is ratified by a resolution passed by a majority vote
- (a) at that annual general meeting, or
- (b) at a special general meeting held before that annual general meeting.
- (7) Once a rule has been ratified under subsection (6), it is effective until it is repealed, replaced or altered, without the need for further ratification.

Owner's Responsibilities/Common Property and Areas

1. Owners and occupants shall be responsible for the conduct of their family, visitors, and licensees. Any infraction by any of them shall be deemed to be an infraction by the owner.
2. Owners, occupants, and their visitors, shall not damage, destroy, prune or modify, or do anything likely to damage or destroy plants, bushes, flowers or lawns.
3. Owners, occupants, and visitors must not smoke in, on, or about any part of the interior common property of the Strata Corporation.
4. Owners, occupants, and visitors must not leave, place, store, install or use incinerators, garbage disposal equipment, recreation or athletic equipment, fencing or gardens on common property without the written consent of the strata council.

Hobby Room.

1. Hobby Room hours are daily from 9:00 am – 10:00 pm.
2. The strata council may assign hobby room lockers (cube units) to owners in order of request, subject to availability.
3. All activity done in the hobby room shall be done in a safe manner.
4. Owners, occupants, and visitors must not use power tools that create excessive sawdust in the hobby room.
5. Use of any equipment in the hobby room, whether common or private property, is at the sole risk of the user.

6. Owners, occupants, and visitors must leave the hobby room in a safe, clean and tidy condition.
7. The hobby room door shall be kept closed at all times whether occupied or not – by order of the Saanich Fire Department.

Laundry Room.

1. Laundry Room hours are:
 - i. Monday to Saturday 8:00 am to 10:00 pm
 - ii. Sunday and Holidays 9:00 am to 10:00 pm.
2. Washers and dryers are for the use of owners, occupants, out-of- town visitors and care workers only.
3. Owners, occupants, and visitors are permitted to use up to three (3) washers or dryers at a time.
4. Owners, occupants, and visitors may empty an unattended machine when its cycle is complete if there are no other machines available. Unattended loads will be removed from the washers and dryers and put on the folding table.
5. When using a washer please allow enough time for the cycles to finish before closing time (10:00 pm).

Swimming Pool, Swirl Pool and Sauna

1. Pool Area hours are:
 - i. Monday to Saturday 8:00 am to 10:00 pm
 - ii. Sunday and Holidays 9:00 am to 10:00 pm
2. The Strata Corporation is not responsible for any injuries, damage or loss of personal effects. Persons using the pool, sauna or swirl pool do so entirely at their own risk.
3. There is no lifeguard on duty.
4. Owners, occupants, and visitors with open wounds, sores, bandages, head colds, discharging ears or noses, infected eyes and or other communicable diseases are forbidden from entering the pool area.
5. Owners, occupants, and visitors must shower in the change room area before entering the pools or sauna.
6. A clean and proper bathing suit must be worn; no cut-off jeans are allowed in the pools or sauna.
7. Only clean footwear should be worn when in the pool area.
8. Infants and children, up to the age of 16 years, must be accompanied by an adult.
9. Running, jumping, horseplay or any form of conduct likely to cause an accident is forbidden in the pool area.
10. No food, alcohol, face masks, fins, or glass objects/containers are allowed in the pool area.
11. Plastic drink containers are allowed.
12. No diving is allowed in the pools.

13. Do not use soaps and/or bath oils in the pools.
14. In consideration of others, no undue noise is permitted in the pool area.

Recreation Room

1. Daily use: Closed at 10:00 pm.
2. Use the pool table and ping pong table at your own risk. Ensure the equipment is put away after each use.
3. Sitting or lying on the pool table is not permitted. A “bridge” cue is available for long shots.
4. Alcoholic beverages are prohibited except with the express written consent of the strata council which the council shall grant only for special occasions.
5. Owners, and occupants, may reserve the recreation room for private use by submitting a written application to strata council, and receiving permission. (Forms available from a council member).
6. When the recreation room is vacant, the doors are to be kept closed – by order of the Saanich Fire Department.
7. In consideration of others, no undue noise is permitted in the recreation room.

Parking

Undercover Parking Waiting List

1. Undercover parking waiting list (the “Waiting List”) is a list of owners who:
 - a) Have been assigned an outdoor parking space.
 - b) Have submitted to strata council a written request to be put on the waiting list for undercover parking.
2. The Strata Council shall maintain the undercover parking waiting list
3. The Strata Council will assign (1) undercover parking space to each owner of a strata lot as the supply of such stalls allows.
4. When an undercover parking stall becomes available the Strata council will offer an undercover parking space to the owner at the top of the Waiting List.
5. An owner who is assigned an undercover parking space must give up their outside parking space.
6. Owners may exchange their undercover parking spaces provided that the exchange is consented to by both owners and the strata council in writing.
7. Owners may not exchange an undercover parking space for an outdoor parking space.
8. If an owner with an undercover parking space leaves that parking space vacant for five consecutive months, strata council may assign that undercover parking spot to the first owner on the waiting list, and reassign the non-parking owner an outdoor parking spot.

9. Owners may not store their belongings in their assigned parking spaces and are required to keep their parking spaces free from oil, gas, brake fluid, or other liquids.

Outdoor Parking Spaces

1. Owners with outdoor parking spaces may exchange such spaces with the express written consent of the strata council.
2. Owners wanting to rent a second parking space (outdoors only) must submit a written request to strata council.
3. All vehicles shall be parked "front end in" only.
4. Owners, occupants and visitors may only use the parking spaces for people with disabilities if they display the appropriate sign/decals.
5. The loading zone is reserved for service workers attending the building. Owners may use the loading zone for no longer than one (1) hr per day to unload and load their vehicles.

Storage Lockers

1. One storage locker is assigned to each strata lot. Request in writing for exchange of lockers is required for approval by the strata council. All contents of the locker are the responsibility of the owner of that locker.
2. No combustible, flammable or offensive material shall be stored in a storage locker/hobby cubicle.
3. Strata Council has the right to enter and remove any obnoxious or dangerous substance from a storage locker.
4. All aisles in locker rooms shall be clear of all obstructions.

Recycling, Garbage and Food Waste

1. Owners, and occupants must prepare all recyclable material, garbage and food waste properly and place it in the appropriate containers in the car wash area.
2. Owners, and occupants are responsible for disposing of all items that do not belong in the Garbage/Recycling/Food waste bins. Owners, and occupants must take these items to the appropriate places for disposal.
3. Owners, and occupants must familiarize themselves with the recycling/garbage and food waste information, and keep informed about any changes set out in the guidelines. Non-compliance could result in CPM being fined by the recycling company.

Car Wash Area

1. Owners, and occupants shall leave the car wash area in a clean and tidy condition.
2. Owners, and occupants must not use the car wash area to wash extremely dirty vehicles.
3. Owners, occupants and visitors must not leave their cars unattended in the car wash area.
4. The drain is not to be used for disposal of any liquid other than water ie: paint, oil.