

May 26, 2011

COPY

Registrar,
Land Title & Survey Authority of BC
850 Burdett Avenue
Victoria, B.C. V8W 1B4

Please receive herewith the following document(s) for filing:

Strata Property Act – Form I – Amendment to Bylaws

Strata Plan VIS535
McKenzie House
1490 Garnet Road
Victoria, BC V8P 5L1


Signature

Name of Applicant: Priscilla Maurice, Complete Residential Property Management Ltd.

Address: 3267 B Tennyson Avenue, Victoria, B. C. V8Z 3P4

Telephone: (250) 370 - 7093

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

The Owners, **Strata Plan 535** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an Annual General Meeting held on May 18, 2011.

Amend the registered bylaws for Strata Plan 535 according to the below resolution and as per the attached document.

10.2 **3/4 VOTE RESOLUTION #1 – Bylaw Consolidation**

WHEREAS The Owners, Strata Plan No. VIS 535 (the “Strata Corporation”) wish to amend the bylaws of the Strata Corporation pursuant to the *Strata Property Act*, S.B.C. 1998, Chapter 43;

NOW THEREFORE BE IT RESOLVED by 3/4 vote of the Strata Corporation pursuant to section 128 of the *Strata Property Act*, S.B.C. 1998, Chapter 43, (the “Act”) that:

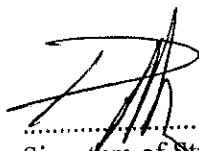
1. all previous bylaws registered in the Victoria Land Title Office under Instrument Nos. FB352008, EX061990, FA063985, ES117978 be repealed;
2. the statutory Standard Bylaws shall be repealed; and,
3. the following attached bylaws shall be deemed to be the bylaws of the Strata Corporation (hereinafter, the “Consolidated Bylaws”) (page 15 to 41 of the notice):
4. the Consolidated Bylaws shall be amended to comply with the motions approved at this Annual General Meeting.

Approved unanimously at the May 18, 2011 Annual General Meeting.

.....
Signature of Council Member

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

Or



.....
Signature of Strata Manager, if authorized by strata corporation

* Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land titles office.

McKENZIE HOUSE – VIS 535
NEW STRATA BYLAWS

**THESE BYLAWS WERE PREPARED BY STRATA COUNCIL
UNDER THE DIRECTION OF LAWYER JUSTIN HANSON
OF WILSON MARSHALL LAW CORPORATION.**

**THEY WERE APPROVED UNANIMOUSLY IN A 3/4 VOTE OF
OWNERS AT THE ANNUAL GENERAL MEETING HELD
ON WEDNESDAY, MAY 18, 2011.**

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

1. Age and Occupancy restrictions

- (1) All persons residing in the building must be at least NINETEEN (19) years of age.
- (2) Visitors who are under NINETEEN (19) years of age may stay in a strata lot for no more than a total of FOUR (4) weeks in any six month period.
- (3) No more than THREE (3) persons shall reside in any strata lot.

2. Payment of strata fees

- (1) Monthly strata fees are the amount for each strata lot based on the approved annual budget, including any amendments, and calculated from the unit entitlement formula.
- (2) Owners shall pay their monthly strata fees on or before the first day of the month to which the strata fees relate by providing, annually, to the strata's Property Manager, a series of TWELVE (12) post dated cheques, or by authorizing electronic debit for payment of their monthly strata fees.
- (3) A special levy is the amount for each strata lot specified in a special resolution approved by a THREE QUARTER (3/4) vote of owners from time to time, including any amendments, and calculated from the unit entitlement formula. A special levy is due and payable on or before the date specified in the special resolution.
- (4) A charge of TWENTY-FIVE dollars (\$25) shall be made against an owner for any N.S.F. cheque issued by that owner.
- (5) The Strata Corporation may charge interest at the rate of TEN (10) per cent per annum compounded annually, on all late monthly assessments. Such interest shall be deemed to be part of unpaid strata fees for the purposes of Section 116 of the *Strata Property Act*.
- (6) The Strata Corporation may charge interest at the rate of TEN (10) per cent per annum, compounded annually, on all late special levies. Such interest shall be deemed to be part of unpaid strata fees for the purposes of Section 116 of the *Strata Property Act*.

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 that limited common property, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (3) Owners must repair and maintain any alterations to their strata lot or adjoining limited common property made by them or a previous owner.
- (4) Before undertaking any plumbing or electrical work, an owner must:
 - a. notify Council of the nature of the work being undertaken, the expected starting and completion dates, and the identity of the person or persons doing the work;
 - b. sign the Alteration and Indemnity Agreement provided by Council or by the strata's Property Manager, if Council deems that such an Agreement is appropriate for the nature or scope of the work being done.
- (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. keep the heat within the strata lot at a minimum temperature of TEN (10) degrees C at all times, whether or not the strata lot is occupied;
- c. notify the Strata Corporation immediately upon becoming aware of any damage or condition in a strata lot or on the common property that requires repair or maintenance by the Strata Corporation.

4. Use of property

- (1) An owner, tenant, occupant, or visitor must not use a strata lot, the common property, or common assets in a way that:
 - a. causes a nuisance or hazard to another person,
 - b. causes unreasonable noise that disturbs other residents,
 - 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,
 - e. is contrary to any rule, regulation, ordinance, or bylaw of any Federal, Provincial or Municipal Government, or
 - f. is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant, or visitor must not:
 - a. 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;
 - b. cause damage, other than reasonable wear and tear, to the common property, common assets, or those parts of a strata lot that the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the *Strata Property Act*;
 - c. hang laundry, clothes, or bedding anywhere on a strata lot that is visible from the exterior of the building;
 - d. use common property for storage purposes except as permitted in writing by the Strata Corporation;
 - e. install, place, or affix any satellite dish on the common property, limited common property, or any strata lot;
 - f. transport bicycles through the building except to and from the bicycle storage room;
 - g. install an air conditioner on the common property, limited common property, or on any strata lot that is visible from the exterior or the building (air conditioning units must be fully contained within the interior of a strata lot);
 - h. install window coverings (drapes or blinds) within a strata lot that are visible from the exterior of the building that are not white, off-white, or beige when viewed from the exterior of the building;
 - i. install or operate a washing machine or a clothes dryer or any similar electrical or gas-powered device in a strata lot (an owner shall be solely responsible for any costs incurred by the Council to enforce this bylaw, including the repair or restoration of plumbing and/or the disconnection and removal of venting);

- j. install or use a waterbed unless a copy of appropriate waterbed insurance is provided to the Council before the waterbed is brought into the strata lot;
- k. make personal use of any water and/or electrical outlet situated on common property except as permitted elsewhere in these bylaws (such as 31(5)(a), for example) or as permitted in writing by the Strata Corporation;
- l. keep any natural Christmas tree inside a strata lot or on the common property;
- m. stack materials in storage lockers higher than the maximum allowed (so as not to inhibit the effective operation of the sprinkler system);
- n. buzz in, or hold outside doors open for, unidentified people;
- o. erect or permit to be erected or to remain any signs, billboards, placards, notices, or advertising of any kind on the doors or windows of a strata lot, or any location within the strata lot that may be visible from the exterior of the building, or anywhere on the common property, except a temporary notice to sell the strata lot that is of a size and style and at a location approved by the Strata Council.

(3) Noise restrictions:

- a. An owner, tenant, occupant, or visitor must keep audible noise to a minimum between the hours of 11:00 pm and 7:00 am.
- b. An owner, tenant, occupant, or visitor must not use the following between the hours of 11:00 pm and 7:00 am: garburator, dishwasher, or musical instruments.
- c. Laundry rooms must not be used between the hours of 10:00 pm and 7:00 am.
- d. Residents in strata lots that have hard surface flooring (wood or laminate) must walk softly and are encouraged to wear soft-soled footwear while in their units to minimize the foot-traffic noise transmitted to the unit below; if requested by Council, residents in these strata lots may also be required to install well-cushioned area rugs in some or all high-traffic locations.
- e. Running, playing, jumping, and other activities likely to disturb other residents is not permitted in strata lots, hallways, or stairwells.

(4) Smoking:

- a. An owner, tenant, occupant, or visitor must not smoke in the hallways, or on common property or limited common property.
- b. Owners, tenants, or occupants who smoke cigarettes, cigars, or pipes inside a strata lot must make reasonable attempts to seal their strata lot and prevent the smoke and related garbage from escaping their strata lot.

(5) Balconies and patios:

- a. As indicated on the plans filed at the Land Title Office by the original owner-developer, balconies and patios at McKenzie House are part of owners' strata lots, rather than being limited common property.
- b. The original stucco balcony guard walls were replaced by Horizon Pacific Contracting in 2010 with new glass and metal guard walls. Immediately prior to that, all existing balcony and patio enclosures were removed from the building except for the patio enclosure on unit 204, which was left in place with the approval of Strata Council. As the new balcony guard walls were being installed, Council also authorized the installation of new balcony enclosures on nine units (213, 214, 302, 305, 308, 309, 313, 402, and 407). These were constructed by Horizon Pacific Contracting under the supervision of architect Alan Lowe with permits issued by the District of Saanich. The

installation of any future balcony or patio enclosures will be considered as an Alteration, which must go through the application and approval process described in bylaw 6.

- c. Owners, residents, and occupants shall not:
 - (i) place, on a balcony, planter boxes or pots that are larger than 2 feet by 2 feet by 1 foot tall, or 5 feet by 1 foot by 1 foot tall, or the equivalent; all large containers must be raised up off the vinyl membrane of the balcony deck on pieces of wood or small stands;
 - (ii) hang any planters or other item from the balcony/patio soffit or railing;
 - (iii) operate or store refrigerators, freezers, or satellite dishes on their balcony or patio;
 - (iv) store or operate a barbecue (electric, gas, charcoal, or otherwise) on their balcony or patio;
 - (v) place "indoor" furniture such as sofas, easy chairs, or rocker-recliners on a balcony or patio (only "patio" furniture is permitted);
 - (vi) sweep or clean their balcony decks or guardwalls in such a way that debris or water falls down onto balconies or patios below them, except on specially designated Balcony Cleaning Days that will be scheduled by Strata Council once or twice a year;
 - (vii) use their balcony or patio as a storage area for personal possessions or for garbage or recyclable items;
 - (viii) use their balcony or patio as a parking space for bicycles;
 - (ix) affix any flooring (carpet or otherwise) to the balcony or patio surface (this applies to both enclosed and unenclosed balconies and patios);
 - (x) obstruct any necessary drainage feature on their balcony or patio;
 - (xi) affix any clothes lines, clothes racks, or other similar laundry-related devices on their balcony or patio;
 - (xii) feed birds on patios or balconies or on common property;
 - (xiii) install wind chimes on their balcony or patio;
 - (xiv) use patio doors for regular ingress or egress of the building.
- d. Owners, residents, and occupants must:
 - (i) receive prior Strata Council approval before affixing awnings or other devices to their balcony or patio, the balcony soffit above their balcony or patio, or any part of the building wall (NB: these Council-approved awnings or other affixed shading devices must be white or off white, and may not be made of bamboo);
 - (ii) keep their balcony or patio space clean and tidy;
 - (iii) maintain the balcony or patio drains by keeping them free of dirt and debris at all times.

(6) Pet Restrictions

- a. An owner, tenant, occupant, or visitor must not keep any exotic pets, and must not keep any pets on a strata lot other than the following, and only after submitting a written request and receiving written approval from the Strata Council:
 - (i) one or two small caged birds such as canaries or budgies, or
 - (ii) one spayed or neutered, indoor domestic cat.
- b. An owner, tenant, occupant, or visitor must ensure that all animals are leashed and

otherwise properly secured and accompanied by the owner, tenant, occupant, or visitor when on the common property or on land that is a common asset. Pets belonging to owners, tenants, occupants, and visitors must be carried in and out of the building.

- c. An owner, tenant, occupant, or visitor must accompany his or her pet when on the common property or on land that is a common asset, and must immediately remove any excrement deposited by the pet on the common property.
- d. Pets approved by Council under bylaw 4(6)(a) must not:
 - (i) cause a nuisance, a hazard, excessive noise, or unreasonably interfere with the rights of other residents to use and enjoy the common property, or
 - (ii) cause excessive noise or nuisance when left unattended that results in a disturbance to neighbours.
- e. Responsibility for damages caused by pets to the common property or common assets and for injuries caused to any person is the responsibility of the relevant owner, tenant, occupant, or visitor, in accordance with these bylaws and any applicable law.
- f. If Council receives a written complaint about any nuisance or excessive noise caused by a pet, the owner of the unit where the pet resides may be fined as described in bylaws 23 and 24. If Council receives repeated written complaints about a particular pet, Council may require that the owner, occupant, or tenant shall remove such pet from the Strata Corporation on FOURTEEN (14) days written notice. For the purposes of this bylaw, a nuisance shall be defined as aggressive behaviour towards other owners or their pets, creating excessive noise, or causing damage to the Common Property or Limited Common Property.

(7) Garbage and Recycling

- a. All garbage must be securely wrapped before disposal, and placed in the appropriate container in the Garbage Shed. Garbage must not be left in hallways or laundry rooms, or on patios or balconies.
- b. All recyclable materials must be properly prepared and placed in the appropriate recycling containers in the Garbage Shed. Corrugated cardboard boxes must be broken down and/or flattened. Recyclable materials must not be left on patios or balconies.
- c. Garbage must not be placed in any of the recycling containers, and recyclable materials must not be placed in the garbage disposal bin.
- d. All materials that are not accepted in the strata's garbage or recycling programs must be disposed of by owners, tenants, and occupants at their own expense. Such items include, but may not be restricted to, computer equipment, small appliances, lamps, and construction waste. These items must not be left in the Garbage Shed or on any common property.
- e. In addition to any fine imposed by the Strata Council for contravention of bylaws 4(7)(c) and 4(7)(d), owners will also have to pay any external fine imposed on the Strata Corporation as a result of these infractions.

(8) Fire Safety

- a. Occupants must respond to all fire alarms by immediately evacuating the

- building. Do not use the elevator in the event of an emergency.
- b. Fire exits, stairwells, and hallways must be kept clear.
 - c. Storage of combustible materials in strata lots, storage lockers, the workshop, or on common property is prohibited.

(9) Laundry Rooms

- a. The common laundry facilities on each floor are for the exclusive use of owners, tenants, and occupants.
- b. Each user is responsible for the tidiness of these rooms and the equipment.
- c. Lint must be removed from dryers following each use, and placed in the receptacles provided for this purpose.
- d. Only laundry-related garbage may be disposed of in the laundry rooms. Kitchen and other household waste must be disposed of as described in bylaw 4(7).
- e. Any problems with any machines in the laundry rooms must be reported to Council as soon as possible.

(10) Keys

- a. ONE (1) external door key will be issued free of charge to each owner of a strata lot in the building.
- b. Up to THREE (3) additional external door keys may be obtained from Council. All additional keys issued to an owner must be paid for at the cost to the Strata Corporation, plus a deposit of FIFTY dollars (\$50), which deposit is refundable on return of the key to the Strata Corporation.
- c. Any lost or damaged external door key re-issued to an owner or tenant must be paid for at the cost to the Strata Corporation, plus a refundable deposit of FIFTY dollars (\$50), plus an administration fee of TEN dollars (\$10).
- d. Each owner must provide Council with a key to his or her strata lot for use in emergencies.
- e. When an owner changes the lock on the door of his or her strata lot, the owner must promptly provide a duplicate of the new key to Council.
- f. A key to the bicycle storage room may be obtained from Strata Council in exchange for a deposit of TEN dollars (\$10).

(11) Elevator

- a. Owners, tenants, occupants, and visitors must use the elevator protective pad when moving furniture or other large articles in or out of the building, and must give the Strata Council FORTY-EIGHT (48) hours notice of any such move. The elevator must be left in service between loads, so that it is not "tied up" for an extended period of time.

(12) Freezers

- a. With written approval from Strata Council, and subject to available space, an owner, tenant, or occupant may keep a freezer in one of the common rooms located behind the laundry rooms on the second, third, or fourth floors. No more than one freezer per strata lot may be stored in this manner. A monthly charge for this storage will be set by the Strata Council from time to time.

(13) Motorized Scooters

- a. Motorized scooters must not be parked in hallways or in any other common area except for brief periods.

- b. With written approval from Strata Council, and subject to available space, an owner, tenant, or occupant may keep a motorized scooter in one of the common rooms located behind the laundry rooms on the first, second, third, or fourth floors. A monthly charge for this storage will be set by the Strata Council from time to time.

(14) Sale of Strata Lots

- a. Owners intending to sell their strata lot must inform Council of this intention, in writing, and provide Council with the contact information of their chosen realtor, if any.
- b. A standard “Unit for Sale” sign may be erected only on common property, and only at a location approved by Strata Council.
- c. When selling a strata lot, an owner or agent may hold an open house at reasonable hours – starting no earlier than 9:00 am and ending no later than 9:00 pm – provided that: (i) the outside doors are locked or attended, and (ii) prospective purchasers are accompanied by the owner or agent at all times while they are in the building.
- d. A lock box must not be placed on the common property or the strata lot without the prior written approval of the Strata Council.
- e. Owners are responsible for ensuring that their real estate agent, and any agent representing a potential purchaser, take all necessary steps to maintain building security.

5. Inform Strata Corporation

- (1) Within TWO (2) weeks of becoming an owner/resident, an owner/resident must complete and return the Strata Corporation’s customized registration form, informing the Strata Corporation, at the very least, of his or her name, strata lot number, phone number, mailing address outside the strata plan (if applicable), and the names of anyone in addition to the strata lot owner(s) who will be residing in the unit (if applicable).
- (2) On request by the Strata Corporation, owners, occupants, or tenants must inform the Strata Corporation of their names and in which strata lot they are residing.
- (3) All non-resident owners living more than THIRTY (30) kilometres away from McKenzie House shall 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 McKenzie House.
- (4) Prior to the possession of a strata lot by any occupant or tenant other than the owner(s) and/or a member of the owner’s family (as defined by the *Strata Property Act* and *Strata Property Regulation*), the owner shall deliver to the occupant or tenant the current bylaws and rules of the Strata Corporation and a Notice of Tenant’s Responsibilities (Form K).
- (5) Within two weeks of renting a strata lot, the owner shall give the Strata Corporation a copy of the Form K—Notice of Tenant’s Responsibilities signed by the occupant or tenant, in accordance with section 146 of the *Strata Property 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. 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. 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 section 149 of the *Strata Property Act*, including fixtures built or installed on the strata lot by the owner-developer as part of the original construction (where the term fixtures means items attached to a building, including floor and wall coverings and plumbing and electrical fixtures, but does not mean such items as refrigerators, stoves, dishwashers, or microwaves);
- h. all or a portion of flooring in a strata lot;
- i. significant betterments to the strata lot including, but not limited to, the construction or removal of interior walls, renovations to bathrooms or kitchens, and replacement of cupboards and cabinets;
- j. common property, including limited common property; and,
- k. common assets,

an owner must first:

- a. obtain the written consent of the Strata Council authorizing the alteration;
 - b. complete and sign an Alteration and Indemnity Agreement provided by the Strata Council or by the strata's Property Manager;
 - c. obtain owner approval pursuant to sections 70(4) and 71 of the *Strata Property Act*, if applicable; and,
 - d. satisfy, or agree to satisfy, whatever conditions may be 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 Alteration and Indemnity Agreement.
- (3) An owner or resident must not replace the existing flooring in a strata lot with any other material including carpet without prior written consent of Strata Council. Such approval may include strict minimum requirements for the soundproofing quality of the 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. details of the proposed materials to be used;
 - c. name(s) 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 within FOUR (4) weeks from the date of receipt of the Application or an Amended Application either request further information, approve, or reject the Application or Amended Application in writing.

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 approved by the Strata Council 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. register the Alteration and Indemnity Agreement at the Land Title Office;
 - o. 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;
 - p. 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,
 - q. any other conditions reasonably required in the opinion of the Strata Council given the nature of the proposed Alteration.

Alteration and Indemnity Agreements

- (7) Since early 2010, the Strata Corporation has been using a formal Alteration and Indemnity Agreement prepared for us by strata lawyer Cora Wilson, and administered on our behalf by the strata's Property Manager, as part of the approval process for repairs and maintenance and for alterations to strata lots and common property, as prescribed in

bylaws 3(4) and 6(1). The terms of this standard Agreement may be modified or amended from time to time in the sole and absolute discretion of the Strata Council.

- (8) The Strata Corporation will ensure that copies of all Alteration and Indemnity Agreements for a strata lot are kept on file and, upon written request, provided to owners, tenants, or prospective 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.
- (9) 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.

Alterations Installed Without Permission

- (10) 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.
- (11) The Strata Council may unreasonably refuse to approve the Unauthorized Alteration, but if it is approved, then approval must be in compliance with this bylaw.
- (12) 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.
- (13) All legal costs incurred by the Strata Corporation to address and resolve an Unauthorized Alteration shall be reimbursed by the owner within THIRTY (30) days of any request for same on a full indemnity basis or as between a solicitor and his own client.

7. Permit entry to strata lot

- (1) An owner, tenant, occupant, or visitor must allow a person authorized by the Strata Corporation to enter the strata lot
 - a. in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - b. at a reasonable time, on FORTY-EIGHT (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*.
- (2) 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.
- (3) In the event of an emergency, a member of Council or someone approved by Council may enter the strata lot to address the emergency even if the owner, tenant, or occupant is not present at the time.

Division 2 – Powers and Duties of Strata Corporation

8. Repair and maintenance of property by Strata Corporation

- (1) The Strata Corporation must repair and maintain all of the following:
 - a. common assets of the Strata Corporation;
 - b. common property that has not been designated as limited common property;
 - c. limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies, and other structures attached to the exterior of a building;
 - (D) window casings, sills, frames of doors, windows, and skylights, on the exterior of a building or that front on the common property;
 - (E) fences, railings, and similar structures that enclose patios, balconies, and yards;
 - d. a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies, and other structures attached to the exterior of a building,
 - (iv) doors, windows, and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings, and similar structures that enclose patios, balconies, and yards.

PROVIDED ALWAYS that 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, limited common property, common property or 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 that has the benefit of such improvement.

Division 3 – Council

9. Council size and Eligibility

(1) The council must have at least FOUR (4) and not more than SEVEN (7) members.

(2) Definitions:

- a. “Immediate 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 TWO (2) years at the relevant time in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

- (3) An Immediate 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 the owner of the strata lot first provides the Strata Corporation with approval in writing.
- (4) 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.
- (5) 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*.
- (6) If a council member is unable to continue to be on council pursuant to Bylaw 9(5), 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 12.

10. Council members' terms

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

11. Removing a council member

- (1) The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

12. Replacing a council member

- (1) If a council member resigns or is unwilling or unable to act for a period of TWO (2) or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member 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 TWENTY (20) per cent 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*, its Regulations and the bylaws respecting the calling and holding of meetings.

13. Officers

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

- (3) The vice president has the powers and duties of the president
 - a. while the president is absent or is unwilling or unable to act, or
 - b. for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of two or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

14. Calling council meetings

- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than ONE (1) week's notice if
 - a. all council members consent in advance of the meeting, or
 - b. the meeting is required to deal with an emergency situation and all council members either
 - i. consent in advance of the meeting, or
 - ii. are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

15. Requisition of council hearing

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

16. Quorum of council

- (1) A quorum of the council is
 - a. TWO (2) if the council consists of 4 members,
 - b. THREE (3) if the council consists of 5 or 6 members, and
 - c. FOUR (4) if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

17. Council meetings

- (1) Formal council meetings, at which Council members attend in person, shall be held at regular intervals throughout the year.
- (2) Owners may attend council meetings as observers.
- (3) Despite subsection (2), 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.
- (4) With the unanimous approval of Council, additional "meetings" may be held by electronic means (email or telephone) to enable Council to deal in a timely manner with any issues that arise between the regularly scheduled in-person meetings noted in subsection 17(1).
- (5) If a council meeting is held by electronic means, council members are deemed to be present in person.

18. Voting at council meetings

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) 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.

19. Council to inform owners of minutes

- (1) The council must inform owners of the minutes of all regularly scheduled council meetings within TWO (2) weeks of the meeting, whether or not the minutes have been approved.
- (2) Decisions taken at "additional meetings" held by electronic means (email or telephone) shall be reported with the minutes of the next scheduled meeting.

20. 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.

21. Spending restrictions

- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) 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 TWELVE THOUSAND dollars (\$12,000).
- (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 THREE THOUSAND dollars (\$3,000) unless the same is approved in the annual budget or by a THREE QUARTER (3/4) vote of the owners.

22. Limitation on liability of council member

- (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.
- (3) Each Strata Council member 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 or 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.
- (4) Notwithstanding the above there shall be no indemnity if a Strata Council member is adjudged guilty of wilful misconduct, fraud, wrongful exercise of authority, or gross negligence 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.

Division 4 – Enforcement of Bylaws and Rules

23. Procedure for Bylaw Enforcement

- (1) Complaint, Right to Answer, and Notice of Decision:
 - a. The Strata Council must not impose a fine for a contravention of a bylaw or rule unless the Strata Corporation has received a written complaint about the contravention and given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant.

- b. If the person is a tenant, the Strata Corporation must give notice of the complaint to the person's landlord, to the owner, or to the owner's representative.
 - c. The Strata Corporation must promptly give notice in writing of a decision to the owner or tenant.
 - d. Once the requirements referred to in this section have been complied with, the Strata Council may impose a fine for a continuing contravention of that bylaw or rule without further compliance with this provision.
- (2) The Strata Council will address only written complaints that contain appropriate details outlining the nature of the complaint, when it took place, who was involved, and other relevant details.
 - (3) The failure of the Strata Council to promptly enforce any bylaw does not constitute a waiver of the bylaw, and does not entitle an owner, tenant, occupant, or visitor to seek to have the bylaw waived in the event of future breaches of that bylaw.

24. Maximum fine, and Continuing contravention

- (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 restriction bylaw, see (c) below), or
 - b. up to FIFTY dollars (\$50), at the discretion of the Strata Council, for each contravention of a rule, or
 - c. up to FIVE HUNDRED dollars (\$500) for a breach of the Rental Restriction Bylaw.
- (2) 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.
- (3) An owner shall be solely responsible for any legal costs, on a solicitor and client basis, incurred by the Strata Corporation or by Council in order to enforce any contravention of the bylaws or rules by that owner or any tenant, lessee, occupant, or visitor under the care of control of that owner.

Division 5 – Annual and Special General Meetings

25. Person to chair meeting

- (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those eligible voters who are present at the meeting.

26. Participation by other than eligible voters

- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

27. Voting

- (1) A person who is eligible to vote at an annual or special general meeting may do so in person or by proxy. An eligible voter wishing to appoint a proxy must do so in writing using a standard Proxy Appointment form supplied by the Strata Corporation. Proxies cannot be appointed using email. A proxy may be either general, or for a specific meeting, or for a specific resolution. The proxy appointment form must be signed by the person appointing the proxy.
- (2) Voting cards must be issued to all eligible voters or their proxies present at an annual or special general meeting. All votes other than those to elect a new council shall be decided on a show of these 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. All votes to elect a new council shall be by secret ballot.
- (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(4) may break the tie by casting a second, deciding vote.
- (6) 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.
- (7) Strata Council members shall not be elected by acclamation. In the event that the number of candidates for Council is equal to or less than the maximum number of approved positions on Council, each person wishing to serve must be confirmed by a secret ballot of owners present (or represented by proxy) at the meeting. Only those candidates receiving the approval of FIFTY (50) per cent or more of the votes cast will be deemed elected to the new Council.

28. Order of business

- (1) The order of business at annual and special general meetings is as follows:
 - a. certify proxies and corporate representatives and issue voting cards;
 - b. determine that there is a quorum;
 - c. elect a person to chair the meeting, if necessary;
 - d. present to the meeting proof of notice of meeting or waiver of notice;
 - e. approve the agenda;
 - f. approve minutes from the last annual or special general meeting;

- g. deal with unfinished business;
- h. receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- i. ratify any new rules made by the Strata Corporation under section 125 of the *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 changes to bylaws and any other 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.

29. 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 one half hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of the owners; but in any other case, the meeting shall stand adjourned for a further one half hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

Division 6 – Voluntary Dispute Resolution

30. 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 *Strata Property Act*, its 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

31. Parking

- (1) Owners, tenants, occupants, or their guests shall park motor vehicles only in areas designated or assigned for that purpose.
- (2) Owners, tenants, or occupants shall permit their visitors to park only in designated visitors' parking areas.
- (3) Owners, tenants, or occupants may not use visitor parking to park their motor vehicles.
- (4) Owners, tenants, occupants, 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 may include the provision of written proof of storage insurance to the Strata Council;
 - b. a motor home, recreational vehicle, trailer, truck larger than a 3/4 ton pickup, camper, boat, or a similar type of vehicle without the prior approval of the Strata Council, which said approval may be granted subject to conditions;
 - c. a commercial vehicle including a transport, logging truck, dump truck, bus, or other similar vehicle; or
 - d. a motorized scooter, except as permitted under the provisions of bylaw 4(13).
- (5) Owners, tenants, occupants, and their visitors shall not:
 - a. wash a vehicle on McKenzie House grounds, except in the designated car washing area (beside the bicycle room entrance);
 - 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 that might compromise the safety or security of the residents of the complex;
 - d. exceed the speed limit of FIVE (5) kilometres per hour on the common property;
 - e. park a motor vehicle that is leaking oil or other fluids on the common property or in a designated parking space; or
 - f. park motor vehicles in a manner that impedes traffic or another owner's access to his or her vehicle or parking spot.
- (6) The Strata Council shall administer and allocate common property parking as follows:
 - a. Each strata lot is assigned ONE (1) parking stall.
 - b. Subject to availability, a second parking stall may be rented from the strata for a monthly fee stipulated by the Strata Council from time to time.
 - c. Owners may not rent out their parking stalls.
 - d. Owners may exchange stalls with prior Strata Council approval, in consultation with the strata's designated Parking Monitor.
 - e. Visiting family members, caregivers, and maintenance people may use an owner's designated stall on a short term basis (no more than TWO (2) weeks) with the owner's permission.
 - f. Designated visitor parking stalls are restricted to stays of no more than eight hours. All longer-term visitors must obtain prior approval from the Strata Council.

- g. The assignment or reassignment of a parking stall is entirely at the Strata Council's discretion, but will be done only after consulting the affected owners. Age, health, and medical considerations will be taken into account when stalls are assigned or reassigned.
- (7) The Strata Council shall provide written notice of any violation of this bylaw to the owner or tenant and if the infraction is not corrected within TWENTY-FOUR (24) hours from the date of delivery of such notice, the Strata Council, in addition to any other rights that it may have, shall have the right to tow any vehicle that violates this bylaw.
- (8) 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.
- (9) In addition to the rights conferred by subsections (7) and (8), the Strata Council has the right to immediately tow any vehicle that is parked in violation of 31(5)(c).
- (10) 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 or her own client, and any other reasonable costs.

Division 8 – Rental of Strata Lots

32. Rental restrictions

- (1) The terms “lease” and “rental” shall include:
 - a. the provision of rooms or lodging in a strata lot or part of a strata lot to one or more persons who is not an owner's “family member” as that term is defined by the *Strata Property Act* and *Strata Property Regulation* if the registered owner, or a registered owner's family member, does not also reside in the strata lot;
 - b. any agreement, including a registered agreement for sale, a lease with option to purchase, or a conveyance with agreement to reconvey, providing for occupancy of a strata lot without actual ownership; or
 - c. any assignment or sub-letting of an existing lease or tenancy agreement.
- (2) Aside from any strata lots that are leased or rented, in accordance with the *Strata Property Act*, to family members (see bylaw 32(10) below) or due to a hardship exemption (see bylaw 32(11) below), no more than TWO (2) strata lots in the Strata Corporation may be rented.
- (3) A strata lot shall not be leased or rented for a period of more than one year. An owner must reapply for permission to re-lease or re-rent the strata lot to the existing tenant before the one-year period stated in this bylaw is over. Moreover, an owner must reapply for permission to lease or rent the strata lot to a new tenant if the first tenant leaves the strata lot prior to the end of the one-year period.
- (4) Permission to lease or rent a strata lot shall be made available to owners on a first-come, first-served basis. An owner wishing to lease or rent his or her strata lot, in whole or in part, must apply in writing to the Strata Council. Council will record the date on which the application is received.
- (5) The Strata Council will administer the limit stated in subsection (2) as follows:
 - a. If the limit of TWO (2) has not been reached at the time an owner applies in

- writing for permission to rent, excluding exempt strata lots pursuant to bylaws 32(10) and 32(11), the Strata Council shall grant permission to rent, and notify the owner in writing as soon as possible.
- b. If TWO (2) strata lots are already rented, the applicant may request that his or her name be added to a waiting list of owners who wish to lease or rent. When a vacancy arises, Council will grant permission to rent to the owner whose name is currently at the top of the waiting list, and notify the owner in writing as soon as possible.
 - c. A successful applicant under bylaw 32(5)(a) or 32(5)(b) shall have SIXTY (60) days, from the date of Council's written letter of approval, to rent his or her strata lot. During the SIXTY (60) days, the strata lot will be deemed to be leased or rented for the purposes of the limit stated in subsection 32(2).
 - d. The one-year limit stated in bylaw 32(3) shall commence on the date that the owner's lease agreement with the first tenant comes into effect, or on the sixtieth day following the date of Council's written approval, whichever comes first.
 - e. As noted in subsections 32(3), the permission for an owner to lease or rent a strata lot expires and is revoked at the end of each tenancy. An owner must reapply for permission to rent before entering into a tenancy agreement with any new tenant.
- (6) Prior to leasing or renting to a prospective tenant, the owner must comply with section 146 of the *Strata Property Act* by giving the tenant a copy of the Strata Corporation's current bylaws and rules, and a Notice of Tenant's Responsibilities (Form K). The owner must give the Strata Corporation the signed Form K within TWO (2) weeks of leasing or renting his or her strata lot.
- (7) Bylaw 32(6) applies not only to owners leasing or renting their strata lots as one of the two permitted under bylaw 32(2), but also to any owners:
- a. leasing or renting their strata lots under the Family Member exemption described in bylaw 32(10),
 - b. leasing or renting their strata lots under the Hardship exemption described in bylaw 32(11), and
 - c. leasing or renting part of their strata lots to a non-family member when the registered owner or a registered owner's family member is living in the unit, as described in bylaw 32(1).
- (8) An owner's position on the rental waiting list shall expire SIX (6) months after the initial application unless the owner advises Council in writing before the expiration date that he/she wishes to reapply, in which case the application or reapplication shall continue to have the same priority that it had on the first day that the original application was received by Council.
- (9) As noted in subsections 32(4)(a) and 32(4)(b), Council approval to rent shall be for a maximum period of ONE (1) year. Prior to the end of this period, an owner wishing to continue renting his or her strata lot must reapply in writing for Strata Council approval.
- a. Failure to reapply prior to the end of the one-year period will result in the automatic expiration of Council approval for the owner to continue renting his or her strata lot.
 - b. Should the owner wish to reapply following such expiration, the application will be treated by Council as described above in subsections (4) and (5).
 - c. A reapplication to continue renting submitted prior to the one-year expiration date

does not ensure renewed Council approval. The Strata Council shall grant an extension only if there are no owners on the current rental waiting list.

(10) Exemption for Family or Family Members

- a. The Rental Restriction bylaws do not apply to prevent the rental of a strata lot to a member of the owner's family as defined by the *Strata Property Act* and *Strata Property Regulation*, where:
 - i. "Family" or "Family Member" means a spouse of the owner, a parent or child of the owner, or a parent or child of the spouse of the owner.
 - ii. "Spouse of the Owner" includes an individual who has lived and cohabited with the owner, for a period of at least TWO (2) years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.
- b. The Strata Corporation may require an owner who wants to claim this exemption to provide written proof of the familial relationship between the owner and the proposed tenant.

(11) Exemption for Hardship

- a. Rentals may be permitted pursuant to section 144 of the *Strata Property Act* on grounds that the bylaws create a hardship on the owner.
- b. An owner must provide written application to the Strata Corporation for permission to rent on grounds of hardship, stating the reason the owner thinks an exemption should be made, and whether or not the owner wishes a hearing. If the owner wishes a hearing, the Strata Corporation must hear the owner or the owner's agent within THREE (3) weeks after the date the application is given to the Strata Corporation.
- c. An exemption is allowed if the Strata Corporation does not give its decision in writing to the owner:
 - (i) within ONE (1) week after a hearing; or
 - (ii) if no hearing is requested, within TWO (2) weeks after the application is given to the Strata Corporation.
- d. A hardship exemption granted by the Strata Council may be for a limited time.
- e. The Strata Council must not unreasonably refuse to grant an exemption based on hardship.

(12) Fines – An owner who leases a strata lot in contravention of this rental bylaw may be subject to a fine in the discretion of the Strata Council in an amount not to exceed FIVE HUNDRED dollars (\$500) for each SEVEN (7) day period that the strata lot is rented in contravention of these Bylaws (section 7.1 of the *Strata Property Regulations*).

(13) The Strata Corporation may pursue any contravention of this rental bylaw with all force of law including, in addition to any other remedies, an application to the Supreme Court. Special costs or full indemnity of legal costs as between a solicitor and his own client shall be payable to the Strata Corporation by an owner or tenant violating this bylaw.

Division 9 – Insurance and Other Perils

33. Insurance

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every TWO (2) 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 TWO MILLION dollars (\$2,000,000) or such lesser amount as may be available.
- (3) Subject to the *Strata Property 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) of the *Strata Property Act*.
- (4) Despite any other section of the Strata Property Act or its 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.
- (5) An owner, tenant, occupant, or visitor 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, 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.
- (6) 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 pet(s); or,
 - (iv) the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets,but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible that is the responsibility of the owner.
- (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.
- (8) 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.) toilet, sink, bathtub, and/or shower;
 - (v.) air conditioner;
 - (vi.) plumbing pipes, fixtures, and hoses located wholly within the strata lot and accessible to the owner; or,
 - (vii.) 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.
- (9) To reduce the chances of water-escape damage noted in subsection (8)(a), owners and residents are advised to turn off the water control valves located within the strata lot during any period that the strata lot remains unoccupied for a period of FOURTEEN (14) days or longer.
- (10) 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.
- (11) 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.
- (12) An owner shall obtain and maintain an insurance policy to cover:
- a. the losses described in section 161 of the *Strata Property 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; and,
 - d. any betterments or changes to the buildings or fixtures built by the developer.

34. Small Claims Court Actions

- (1) The Strata Council may commence and prosecute small claims actions for the recovery of any monies due and owing to the Strata Corporation without the necessity of having the same approved by a THREE QUARTER (3/4) vote of strata lot owners.

35. 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 10 – Miscellaneous

36. Miscellaneous

- (1) The fiscal year of the Strata Corporation begins on April 1 and ends on March 31 of the following year.
- (2) Common areas are for the exclusive use of owners, tenants, occupants, and their visitors. Any facilities used must be left in good order.
- (3) The job descriptions, responsibilities, and schedules of the Gardener and the Janitor are managed by the Strata Council. Owners, tenants, occupants, or visitors wishing to discuss matters related to the activities of the Gardener or the Janitor must address their comments or questions to Strata Council and not directly to the Gardener or Janitor.
- (4) Owners, tenants, occupants, and visitors must not bother or impede trades people brought into the building on Strata Corporation business. Any comments or questions concerning their conduct or duties should be submitted to Strata Council.

37. Depreciation Report

- (1) The Strata Corporation may prepare a depreciation report estimating the repair and replacement costs for major items in the Strata Corporation and the expected life of those items to assist it in determining the appropriate amount for the annual contribution to the contingency reserve fund.
- (2) A depreciation report must contain information based in the guidelines for depreciation reports as set out in the *Strata Property Regulations* and may be in the prescribed form.

38. Severability

- (1) The bylaws of the Strata Corporation must not contravene the *Strata Property Act*, its Regulations, the *Human Rights Code*, or any other enactment or law. If any provision of these bylaws violates a law, then it is not enforceable to the extent that it contravenes that law.
- (2) The provisions of these bylaws 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.

MCKENZIE HOUSE - STRATA PLAN 535

RULES

RULES

Bicycles

1. (1) Bicycles must be stored in the bicycle room on the main floor, a key to which is available from Council.

(2) Bicycles are not to be left at any of the entrances or wheeled through the hallways.

Car Washing

2. (1) Owners and residents who wash their vehicles on McKenzie House grounds must do so at the car washing area (beside the bicycle room entrance).

(2) These car washing facilities are for owners and residents only.

Common Facilities

3. (1) Common areas are for the exclusive use of owners, residents and their guests.

(2) Users are to leave the facilities in good order.

Elevator

4. (1) The elevator shall not be tied up for extended periods of time.

(2) When people are moving, they must first install the elevator's protective padding which may be obtained from either the caretaker or from Council.

(3) The elevator is to be left in service between loads.

Use of Entrances and Sidewalks

5. Sidewalks and proper building entrances are to be used at all times to prevent damage to the grass and garden areas.

Fire

6. (1) Occupants should respond to all fire alarms by immediately evacuating the building. Do not use the elevator in the event of an emergency.

(2) Fire exits, stairwells and hallways must be kept clear.

(3) Storage of combustible materials in individual strata lots, storage lockers, and workshop areas is not permitted.

MCKENZIE HOUSE - STRATA PLAN 535

RULES

Garbage and Recycling

7. (1) All garbage must be securely wrapped before disposal and placed into the appropriate container.

(2) Garbage must not be left in hallways, patios, or balconies.

(3) Recyclables are to be placed into the appropriate bins. No items are to be left beside or outside the allocated recycling bins.

(4) Cardboard boxes are to be broken down before being placed into the corrugated cardboard recycling bin.

(5) All materials not acceptable by garbage or recycling programs must be disposed of by the owner at their expense, including computer equipment, small appliances, lamps, etc., as well as construction waste. These items are not to be placed in the garbage shed or any common property.

Hallways and Stairwells

8. Running, jumping, playing or other activities likely to disturb others is not permitted in hallways or stairwells.

Janitor / Gardener

9. The Strata Council manages this person's schedule and job description. Anyone wishing to discuss the janitor / gardener's duties must approach the Strata Council directly.

Laundry

10. (1) Laundry facilities are for the exclusive use of owners and residents.

(2) Each individual is responsible for the tidiness of these rooms and equipment.

(3) Lint and garbage are to be removed from machines after use and placed in the receptacles provided.

(4) Any problems with the machines must be reported to Council as soon as possible.

10. (b) Subject to Council approval and availability, storing of a freezer in the designated freezer rooms will be made available to an owner at a cost of \$10.00 per month.

Lockers

11. (1) Each suite has one storage locker.

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RULES

(2) No boxes or materials are to be placed beside the storage lockers: all goods must fit inside and below sprinkler heads.

(3) Tool Room storage is for tools only. No flammables or building supplies (not in use) shall be stored here. Owners requiring tool storage shall be given space (as available) on a first come basis.

Revised On Wednesday, May 27, 2010 & May 27, 2015

Parking

12. (1) Each strata property is assigned one parking stall by the Strata Council.
- (2) Subject to availability, a second parking stall may be rented from the strata for a fee set by the Strata Council (currently \$15 per month).
- (3) Owners may not rent out their parking stalls.
- (4) Owners may exchange stalls with prior Strata Council approval, in consultation with the parking monitor.
- (5) Visiting family members, caregivers, and maintenance people may use an owner's designated stall, short-term (no more than two weeks), with the owner's permission.
- (6) Designated visitor parking stalls are restricted to stays of no more than eight hours. All longer-term visitors must obtain prior approval from the Strata Council.
- (7) The assignment or reassignment of a parking stall is entirely at the Strata Council's discretion, but will be done only after consulting the affected owners. Age, health, and medical considerations will be taken into account when stalls are assigned or reassigned.

Repairs

13. (1) Residents and owners are not to unduly bother or impede staff or tradespersons brought into the building to effect/make repairs. Suggestions concerning their conduct and duties should be submitted in writing to Council.

(2) Vehicle repairs within the parking area of McKenzie House are restricted to tire changes and other minor necessary repairs.

Security

14. (1) Owners and residents must not hold the door open for or buzz in unidentified people.

(2) Outside doors to the building must remain locked at all times, and it is recommended that the inside doors to individual strata lots also be locked.

Smoking

15. (1) Smoking in common areas is not permitted.

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RULES

(2) All reasonable care should be taken to ensure that smoke does not enter hallways from individual strata lots.

Revised On Monday, May 30, 2011

Finally, new bylaw 4(12)(a) states that the monthly fee for freezer storage will be set by Council from time to time. Moved by Marty, seconded by Cory, to keep the fee at its current level of \$10 per month; passed.

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