

1. Contact

Document Fees: \$31.27

G. Lianne Macdonald, Lawyer/Partner
Beacon Law Corporation
104 - 9717 Third Street
Sidney BC V8L 3A3
250-656-3280

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

VIS1606**THE OWNERS, STRATA PLAN VIS1606****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.

**Glenda Lianne
Macdonald K9AYJL**

Digitally signed by
Glenda Lianne Macdonald
K9AYJL

Date: 2023-11-14
12:15:34 -08:00

Supplied to StrataDocs 2023/11/20
Ordered by Troy Petersen 2026/06/02

Ordered By: Troy Petersen of Sutton Group West Coast Realty on 2026/06/02
Document Uploaded and Verified: 2023/11/20

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

The Owners, Strata Plan VIS 1606 (945 McClure Street), certify 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 the Special General Meeting held on November 1st, 2023.

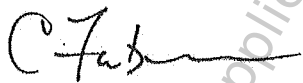
The following bylaws are added to all existing registered Bylaws of the Strata Corporation.

48. Bylaw Addition – Electric Vehicle (EV) Charging System, Equipment, and Maintenance

- i) An owner, tenant, occupant, or visitor shall not connect or permit the connection of an electric vehicle, gasoline-electric hybrid powered vehicle, or a similar vehicle to the common property electrical system unless expressly permitted by an Electric Vehicle Charging System User Agreement entered into between the owner and the Strata Corporation.
- ii) The Strata Corporation may establish a fee related to the issuing and associated permissions for an Electric Vehicle Charging System User Agreement. That fee will be established, from time to time, and will be based on the estimated amount required to recover the operating and maintenance costs incurred by the Strata Corporation as a result of the Electric Vehicle Charging System User Agreement.

Resolutions are certified as passed by the required $\frac{3}{4}$ vote of owners of the Strata Corporation represented in person or by proxy at the Special General Meeting held on November 1st, 2023.

These bylaws are to have effect from the date filed in the Victoria Land Title Office.



Signature of Council Member



Signature of Council Member

Signed this 1st day of November, 2023



Strata Property Act Filing

VICTORIA LAND TITLE OFFICE
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1. Contact

Document Fees: \$31.27

G. Lianne Macdonald, Lawyer/Partner
Beacon Law Corporation
104 - 9717 Third Street
Sidney BC V8L 3A3
250-656-3280

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

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THE OWNERS, STRATA PLAN VIS1606

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.

**Karl Anatoli
Maier JFKI77**

Digitally signed by
Karl Anatoli Maier JFKI77
Date: 2023-05-19
10:29:07 -07:00

Supplied to StrataDocs 2023/11/20
Ordered by Troy Petersen 2026/06/02

Ordered By: Troy Petersen of Sutton Group West Coast Realty on 2026/06/02
Document Uploaded and Verified: 2023/11/20

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

The Owners, Strata Plan VIS 1606 (945 McClure Street), certify 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 the Annual General Meeting held on May 9th, 2023.

The following bylaws are added to all existing registered Bylaws of the Strata Corporation.

- A.) APPROVE THE CHANGE IN USE OF 24 COMMON PROPERTY VISITOR'S PARKING STALLS TO PARKING FOR RESIDENTS PURSUANT TO SECTION 71 OF THE STRATA PROPERTY ACT; AND**
B.) AMEND BYLAW 35(1) and 35(2) TO PROVIDE AS SHOWN BELOW AND ADOPT A NEW BYLAW 35(3) WHILE RENUMBERING ALL SUBSEQUENT SUBSECTIONS OF BYLAW 35 TO ACCOMMODATE THE ADDITION OF BYLAW 35(3):

35 Bicycles, Storage and Parking

- (1) No bicycles to be kept on balconies or patios.
- (2) The strata corporation consists of sixteen (16) strata lots. There are twenty-four common property (24) parking stalls which are designated as follows:
 - (a) four (4) for use as visitors' parking, including three (3) at the entry to the garage and one (1) additional space for use as guest overflow parking,
 - (b) five (5) for use by small cars only,
 - (c) fourteen (14) for use by medium to large size vehicles.
- (3) A designated space for parking electric scooters and other mobility devices shall be assigned within the garage.

BYLAW 35(3) and 35(4) AND RENUMBER THEM TO PROVIDE AS SHOWN BELOW:

- (4) The Strata Council shall allocate one (1) parking stall for the exclusive use of the owner(s) of each strata lot and confirm such allocation at each annual general meeting. The Strata Council reserves the right to re-allocate parking stalls between owners should the need arise, on no less than 1 month's written notice.
- (5) Parking stalls for second vehicles may be rented to owners on a first come first served basis for a user fee of FORTY (\$40.00) per month or such greater fee as the Strata Council may subsequently determine by Rule. All requests for a second parking stall must be sent to the Strata Council in writing. If a second parking stall is not available, the owner, tenant or occupant requesting a second parking stall may request that their name be added to a waiting list until such time as a second parking stall is available. The council shall administer the waiting list on the basis of first registered, first served.

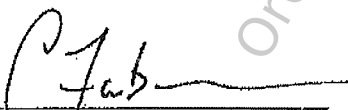
AMEND BYLAW 35(5) TO 35(13)) AND ADOPT NEW BYLAWS 35(9), 35(10)(e), 35(12) and 35(13) TO PROVIDE AS SHOWN BELOW:

- (6) An owner, tenant or occupant may rent their parking space to a resident of the building and receive the rental fee, but shall not rent, lease or loan visitor or resident parking spaces to anyone who is not a resident of the building without the prior written consent of Council.
- (7) An owner, tenant, or occupant may not use the visitor parking spaces to park their motor vehicles without the prior written consent of Council.
- (8) An owner, tenant or occupant shall only permit his or her visitor or visitors to park in their assigned parking stall or in the stalls designated as visitors' parking. A visitor who intends to stay overnight or longer shall display a permit indicating which strata lot they are visiting.
- (9) Tradespeople may park on the west side of the ramp to the garage entrance while they are delivering services to the building, provided they do not block entrance and egress for other users;
- (10) An owner, tenant or occupant and their visitors shall not park any of the following on the common property or limited 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 including the provision of proof of storage insurance;
 - (b) a motor home, recreational vehicle, trailer, 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; or
 - (c) any vehicle with a permanent or portable propane storage tank;
 - (d) a vehicle greater than 6'6" feet in height and or 18' in length; or
 - (e) a derelict motor vehicle, which for the purposes of this bylaw means a vehicle that is covered in rust or significantly damaged or which requires more than a boost, inflation of tires and a change of fluids to start and drive.
- (11) An owner, tenant or occupant and their visitors shall not:
 - (a) cycle on any part of the common property excluding the access driveways and ramp;
 - (b) take bicycles in and out of the building through the front entrance;
 - (c) conduct significant repairs, oil changes, modifications, maintenance or servicing to a motor vehicle on common property;
 - (d) park a vehicle on the common property in a manner which may compromise the safety or security of the residents of the complex or which would prevent or significantly impede their entrance and egress;
 - (e) exceed the speed limit of 10 kilometers per hour on the common property;
 - (f) park or allow a visitor's vehicle, to be parked, in the visitors' parking space for more than 7 days in a calendar month without the express written consent of the Strata Council, including but not limited to the situation where Council may

- allow parking in a visitor parking space for a longer but temporary period where an owner requires a caregiver to provide home support;
- (g) park a motor vehicle which is leaking oil or other fluids on the common property or in a designated parking space; and
 - (h) store personal belongings in their assigned parking space, except those permitted by the Rules of the Strata Corporation.
- (12) Vehicle owners shall be responsible for any damage caused to the common property by their vehicle and shall be responsible for the cost of repairs.
- (13) The Strata Corporation may require an owner, occupant, tenant or visitor to remove their vehicle from the common property on no less than 48 hours' written notice to facilitate the repair and maintenance of the Strata Corporation.
- (14) The Strata Corporation shall provide written notice of a further contravention 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 Corporation, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw.
- (15) 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.
- (16) In addition to the rights conferred by subsections (14) and (15) the Strata Corporation has the right to immediately tow any vehicle which is parked in violation of (11)(d).
- (17) The owner, occupant, 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.

Resolutions are certified as passed by the required $\frac{3}{4}$ vote of owners of the Strata Corporation represented in person or by proxy at the Annual General Meeting held on May 9th, 2023.

These bylaws are to have effect from the date filed in the Victoria Land Title Office.


Signature of Council Member


Signature of Council Member

Signed this 10th day of May, 2023



Strata Property Act Filing

VICTORIA LAND TITLE OFFICE
MAY 27 2022 12:31:47.001
CA9958308

1. Contact

G. Lianne Macdonald, Lawyer/Partner
Beacon Law Centre
140 - 4392 West Saanich Road
Victoria BC V8Z 3E9
12506563280

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

VIS1606

THE OWNERS, STRATA PLAN VIS1606

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.

**Glenda Lianne
Macdonald K9AYJL**

Digitally signed by
Glenda Lianne Macdonald
K9AYJL
Date: 2022-05-27
11:43:47 -07:00

**Strata Property Act
FORM I
AMENDMENT TO BYLAWS**

(Section 128)

The Owners, Strata Plan VIS 1606 (945 McClure Street), certify 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 the Annual General Meeting held on May 24th, 2022.

The following bylaws are added to all existing registered Bylaws of the Strata Corporation.

28 (2) (a) (Repeal and Replace)

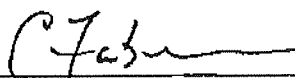
- 28 (2) (a)** Annual or special general meetings will be held in-person unless the council is prevented from doing so by circumstances outside the council's control. In which case, the council may hold annual or special general meetings by electronic means, including special general meetings demanded by 20% of the strata corporation's votes pursuant to section 43 of the *Act* or bylaw 12(4), including by telephone or video conferencing or any other electronic means, so long as all authorized participants and eligible voters can communicate with each other during the meeting.

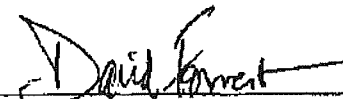
Division 1, Section 5 (10) (Addition for Access to Dryer Vent for Interior Vent Cleaning)

- 5 (10)** The installation of clothes washer/dryer stacks must allow access for interior dryer vent cleaning without requiring the contractor to remove any structures other than the washer/dryer stack itself. Owners are responsible for the removal of structures that inhibit access to the dryer vent prior to scheduled vent cleaning.

Resolutions are certified as passed by the required $\frac{3}{4}$ vote of owners of the Strata Corporation represented in person or by proxy at the Annual General Meeting held on May 24th, 2022.

These bylaws are to have effect from the date filed in the Victoria Land Title Office.


Signature of Council Member


Signature of Council Member

Signed this 25th day of May, 2022.



Strata Property Act Filing

VICTORIA LAND TITLE OFFICE

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CA9770695

1. Contact

G. Lianne Macdonald, Lawyer/Partner
Beacon Law Centre
140 - 4392 West Saanich Road
Victoria BC V8Z 3E9
250-656-3280

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

VIS1606

THE OWNERS, STRATA PLAN VIS1606

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.

**Glenda Lianne
Macdonald K9AYJL**

Digitally signed by
Glenda Lianne Macdonald
K9AYJL

Date: 2022-03-08
13:05:24 -08:00

Supplied to StrataDocs 2023/11/20
Ordered by Troy Petersen 2026/06/02

Ordered By: Troy Petersen of Sutton Group West Coast Realty on 2026/06/02
Document Uploaded and Verified: 2023/11/20

**Strata Property Act
FORM I
AMENDMENT TO BYLAWS**

(Section 128)

The Owners, Strata Plan VIS 1606 (945 McClure Street), 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 the Special General Meeting held on February 24th, 2022.

The following bylaw is added to all existing registered Bylaws of the Strata Corporation.

Electronic general meetings

- 28 (2)** (a) The council may hold annual or special general meetings by electronic means, including special general meetings demanded by 20% of the strata corporation's votes pursuant to section 43 of the *Act* or bylaw 12(4), including by telephone or video conferencing or any other electronic means, so long as all authorized participants and eligible voters can communicate with each other during the meeting.
- (b) If an annual or special general meeting is held by electronic means, eligible voters are deemed to be present in person or by proxy.
- (c) An authorized participant means an agent of the Strata Corporation including a strata manager, legal counsel, insurance agent, CHOA representatives or any other person authorized by council to attend prior to the meeting.
- (d) The notice package for an electronic meeting must include the following:
- I. a notice of meeting including a description of matters that will be voted on at the meeting and the proposed wording of any resolution requiring a $\frac{3}{4}$ vote, 80% vote or unanimous vote;
 - II. budget and financial statement referred to in section 103 of the *Act* if the meeting is an annual general meeting;
 - III. agenda;
 - IV. proxy form;
 - V. voting ballot form; and,
 - VI. practices and procedures governing the meeting.

Person to chair electronic meeting

- 28 (3)** (a) Annual and special general meetings held by electronic means must be chaired by the president of the council.
- (b) If the president of the council is unwilling or unable to act, the electronic meeting must be chaired by the vice president of the council.
- (c) If neither the president nor the vice president of the council chairs the electronic 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.
- (d) The secretary of the council shall prepare the minutes of the electronic meeting.
- (e) If the secretary of the council is unwilling or unable to act, the minutes of the electronic meeting must be prepared by an authorized person or eligible voter appointed by the chair.
- (f) The chair may appoint authorized participants or eligible voters to assist with practice and procedure during the electronic meeting.

Participation by other than eligible voters at electronic meeting

- 28 (4)** Persons who are not eligible to vote or are not authorized participants cannot participate in the discussion at a general meeting held by electronic means.

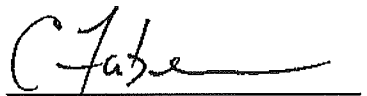
Voting at electronic meeting

- 28 (5)**
- (a) At an annual or special general meeting held by electronic means, registration, verification of proxies, participation, and quorum of eligible voters in person or by proxy must be confirmed by the chair at the beginning of the meeting by calling the roll.
 - (b) All matters will be decided by majority vote at an electronic annual or special general meeting unless a different voting threshold is required or permitted by the Act or the regulations.
 - (c) The outcome of a vote on a resolution must be announced by the chair and recorded in the minutes of the meeting.
 - (d) If a precise vote is requested, the chair must decide whether the vote will be by roll call or some other method.
 - (e) The outcome of each vote requiring a precise count, including the number of votes for and against the resolution and any abstentions must be announced by the chair and recorded in the minutes of the meeting.
 - (f) If there is a tie vote on any matter at an electronic annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
 - (g) Notwithstanding any other bylaw, a vote may not be conducted by secret ballot at an electronic annual or special general meeting.
 - (h) The votes on a resolution at an electronic meeting may be cast by eligible voters using any one of the following voting methods:
 - I. email during the voting window;
 - II. show of voting ballots if visual electronic communication is available;
 - III. call of the roll;
 - IV. proxy; or,
 - V. any other electronic method that identifies votes of eligible voters in the discretion of the chair.
 - (i) Amendments to resolutions and the budget may be voted upon by calling the roll or by any other electronic method so long as the chair can determine the outcome of the vote by all eligible voters during the meeting.
 - (j) After the voting window is closed at the meeting:
 - I. the total number of votes cast by the eligible voters on each resolution including ballots cast during the voting window and proxy votes will be calculated;
 - II. proxy votes must be addressed pursuant to the owner's instructions;
 - III. the chair will announce the outcome of the vote for each resolution including the total number of votes cast, the number of votes in favour, against, abstentions and whether the resolution was approved or defeated; and,
 - IV. the outcome of the vote must be recorded in the minutes of the meeting.
 - (k) The Strata Corporation must keep all ballots and proxies for an electronic annual or special general meeting for a period of two (2) years after which they shall be destroyed.

Order of business for electronic meeting

- 28 (6)** (a) The order of business at annual and special general meetings held by electronic means is as follows:
- I. verify proxies;
 - II. verify eligible voters present in person or by proxy and participating in the meeting by calling the roll;
 - III. establish and announce quorum;
 - IV. call the meeting to order;
 - V. elect a person to chair the meeting, if necessary;
 - VI. report the method of notice of the meeting or waiver of notice;
 - VII. approve the agenda;
 - VIII. confirm procedures and voting methods for the meeting;
 - IX. deal with unfinished business;
 - X. approve minutes from the last annual or special general meeting;
 - XI. receive reports that relate to the order of business;
 - XII. ratify any new rules made by the strata corporation under section 125 of the *Act* included in the notice of meeting;
 - XIII. report on insurance coverage as part of an electronic annual general meeting in accordance with section 154 of the *Act*;
 - XIV. approve the budget for the coming year in accordance with section 103 of the *Act*, if the meeting is an electronic annual general meeting;
 - XV. deal with new business and resolutions, including any matters about which notice has been given under section 45 of the *Act*;
 - XVI. confirm the method for electing council, if the meeting is an annual general meeting;
 - XVII. conduct balloting and vote on agenda items, resolutions and/or elect a council, as applicable, using the voting methods adopted for the meeting;
 - XVIII. terminate the meeting.
- (b) The order of business at an annual or special general meeting set out in subsection (1) may be changed by a majority vote at the meeting.

This bylaw is to have effect from the date filed in the Victoria Land Title Office.


Signature of Council Member


Signature of Council Member

Signed this 28th day of February, 2022.

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

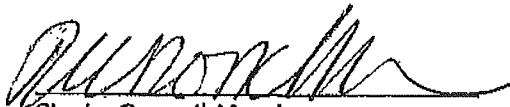
The Owners, Strata Plan VIS 1606 (945 McClure Street), certify that the following amendment to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at the Annual General Meeting held on May 14, 2018.

BE IT RESOLVED THAT the Strata Corporation approve the following amendment to be included with all other registered bylaws of the Strata Corporation:

47. Biennial Fireplace Servicing

- (1) For safety reasons, the strata corporation will arrange for **basic** biennial servicing of the gas fireplaces, by a qualified technician. This service will be coordinated in the early fall every two years. Unit owners will be provided the date of the servicing, and must provide unit entry.
- (2) The strata corporation will budget and pay for the cost of the **basic** biennial service.
- (3) The technician's report may include **required repairs** to parts of the fireplace in addition to the basic service. Since the fireplace is an appliance within the strata lot, each owner is responsible for any such repairs or improvements including any future replacement costs.
- (4) The council will require confirmation in writing from each owner that any noted repair work to the fireplace has been completed.
- (5) Owners must have the required repairs completed within sixty (60) days of the notification.

This resolution was approved by the required $\frac{3}{4}$ vote at the Annual General Meeting of the Owners of Strata Plan VIS 1606, 945 McClure Street held on May 14, 2018.


Strata Council Member


Strata Council Member

**OWNERS, STRATA PLAN VIS 1606
945 McCLURE STREET
FORM I
AMENDMENT TO BYLAWS
(Section 128)**

The Owners, Strata Plan VIS 1606 (945 McClure Street) certify that the following amendment to the bylaws of the Strata Corporation is approved by a $\frac{3}{4}$ resolution passed in accordance with section 128 of the Strata Property Act, at the Special General Meeting held on September 21, 2017.

BE IT RESOLVED THAT the Strata Corporation approve the following amendment:

46 Security Cameras

(1) The Strata Corporation may install, maintain and use video cameras on the common property including but not limited to the front lobby, lower lobby, driveway, east outside wall (viewing gate entrance) for the purpose of monitoring common property, including:

- (a) protecting Owners, Tenants, Occupants, and invitees from injury or harm;
- (b) preventing unauthorized entry; and
- (c) preventing, recording, investigating and obtaining evidence of any theft, vandalism, break and enter, nuisance, damage, loss, or injury.

(2) No owner, tenant or occupant shall do anything to damage or interfere with any Security Cameras.

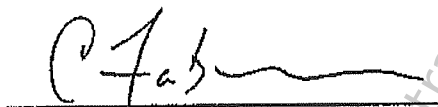
(3) The footage from the security cameras will be held and used as follows:

- (a) will be stored on a computer located securely in a locked room;
- (b) will not be used for the purpose of conducting routine daily reviews;
- (c) will not be used for the purpose of enforcing minor bylaw infractions;
- (d) except as set out in Bylaw 46 (3)(f), will be permanently destroyed by being shredded, burned, magnetically erased or otherwise made permanently unreadable;
- (e) except as set out in Bylaw 46 (3)(f), will be kept for a maximum of three (3) weeks;
- (f) if the Strata Council resolves to retain the footage for a purpose contemplated in bylaw 46 (1), the Strata Council will record such resolution in the minutes of the Strata Council meeting and will:
 - (i) retain such footage for as long as is reasonably necessary; and
 - (ii) where it is necessary to do so in the opinion of the Strata Council, provide the footage to police.

- (g) will be viewed by those persons designated to do so by the Strata Council, which may include members of the Strata Council, and the Strata Corporation's strata manager.
- (4) The Strata Corporation makes no representations or guarantees that any of the Security Cameras will be fully operational any time. The Strata Corporation is not responsible to an Owner, Tenant, Occupant, or invitee for any cost, loss or damage whatsoever related to a failure of the Security Cameras to operate for any reason, including but not limited to a failure resulting from negligence or lack of maintenance or repair.
- (5) No Owner, Tenant or Occupant shall do anything to damage or interfere with any Security Cameras on the Premises.

This resolution is passed by a $\frac{3}{4}$ vote of owners represented in person or by proxy at the Strata Corporation's Special General Meeting held on September 21, 2017 and duly registered at the Land Title Office.


Strata Council Member


Strata Council Member

Supplied to StrataDocs 2023/11/20
Ordered by Troy Petersen 2026/10/202

Form I***Strata Property Act***

[am. B.C. Reg. 312/2009, s. 7.]

AMENDMENT TO BYLAWS**(Section 128)**

The Owners, Strata Plan VIS1606 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on April 4, 2013.

BE IT RESOLVED by a $\frac{3}{4}$ vote of The Owners of Strata Plan VIS1606, "945 McClure" that the registered bylaws of the Strata Corporation be amended by repealing existing bylaws 3(4) and 3(5) which are worded as shown below and adopting Bylaw #3.1 - Pet Restrictions as shown by underlined text in the attached schedule of bylaws.

3(4) No owner, tenant or occupant of any strata lot shall keep in their strata lot or on the common property any pet of any kind, including without restricting the generality of the foregoing any animal, bird, or reptile.

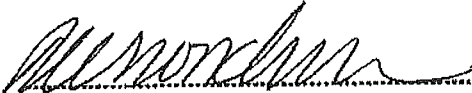
(5) No owner, tenant or occupant of any strata lot shall fail to inform visitors of the rules concerning pets and residents will be responsible for clean up or damage repair should their guest bring pets onto the premises.

BE IT RESOLVED by a $\frac{3}{4}$ vote of The Owners of Strata Plan VIS1606, "945 McClure" that the registered bylaws of Strata Corporation be amended by adopting those portions of Bylaw #3 - Use of Property as shown in the underlined text in the attached schedule of bylaws.

BE IT RESOLVED by a $\frac{3}{4}$ vote of The Owners of Strata Plan VIS1606, "945 McClure" that the registered bylaws of the Strata Corporation be amended by:

- a. Repealing the struck out portions of existing bylaws # 23, # 27, and 33 as shown in the attached schedule of bylaws, and
- b. By adopting the underlined portions of Bylaw # 27 Voting as shown in the attached schedule of bylaws.

BE IT RESOLVED by a ¾ vote of The Owners of Strata Plan VIS1606, "945 McClure" that the registered bylaws of the Strata Corporation be amended by adopting all of the bylaws passed at today's meeting and by filing a new consolidated copy of the bylaws in the Land Title Office.

 (Richard NORDRUM)
Signature of Council Member

 (FRANCES STRAUSS)
Signature of Second Council 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.

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

1 Payment of strata fees

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) 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.
- (3) A late payment penalty may be assessed against an owner who is in default of payment of his or her strata fees or special levies in the amount of \$25.00 for each and every month that payment remains in default. A charge of up to \$45.00 shall be made against an owner for any N.S.F. cheque issued by that owner.
- (4) The Strata Corporation may charge interest at the rate of TEN (10%) percent per annum compounded annually, on all late monthly assessments, and user fees. Such interest shall be deemed to be part of unpaid strata fees for the purposes of Section 116 of the Strata Property Act.

- (5) The Strata Corporation may charge interest at the rate of TEN (10%) percent 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.

2 Repair and maintenance of property by owner

- (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, including grass, annuals and bulbs, 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 alterations made to their strata lot or adjoining common, or limited common property made by them or a previous owner.

3 Use of property

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
- (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or 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.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) No owner, guest or visitor shall be permitted to trespass on Limited Common Property to which another owner is entitled to exclusive use, save for the purposes of allowing contractors, trades people, gardeners, and deliveries to access strata lots #3 and #4 and the Limited Common Property associated with those strata lots.
- (5) An owner, tenant or occupant must not:
 - (a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
 - (i) Carpentry or similar alterations shall be limited to the hours between 8:00am and 8:00pm, Monday through Saturday inclusive.
 - (b) make, cause or produce undue noise, smell or vibration in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
 - (c) use any musical instrument, amplifier, sound reproduction equipment, wind chimes, or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
 - (d) bring a natural Christmas tree into the building;
 - (e) use a barbecue, hibachi or other like cooking device on a balcony, patio or common property;
 - (f) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
 - (g) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof,
 - (h) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
 - (i) allow a strata lot to become unsanitary or a source of odour;

- (j) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, with the exception of hummingbird feeders;
- (k) install any type of window film, or window coverings that are visible from the outside of the building unless those window coverings are cream or white in colour;
- (l) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (m) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
- (n) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto;
- (o) place any signs, fences, gates, placards, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot without prior approval of the council;
- (p) affix any type of surface to place any items on, any deck, patio or the balcony except free-standing, self-contained planter boxes, summer furniture and accessories and nor install any hanging plants or baskets or other hanging items within one foot of a balcony railing line;
 - (i) storage cupboards on patios and balconies is permitted so long as they are not visible above the railings and walls, however written permission must first be obtained by the Strata Corporation and the Strata Corporation must not unreasonably withhold its approval under this subsection.
- (q) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws. Each owner is fully and completely responsible for each building door key that is given to their care.
- (r) allow their strata lot or balcony or patio to be untidy or unsightly or accumulate or store any garbage, refuse or recycling materials in their strata lot.

- (s) plant any climbing plants where they can adhere to building's exterior walls.
- (t) use or permit to be used, at any time, fireworks on a strata lot, common property or limited common property.

3.1 Pet Restrictions

- (1) An owner, tenant or occupant must not keep any pets on a strata lot other than the following:
 - (a) A reasonable number of fish in an aquarium, which does not exceed 25 gallons;
 - (b) Up to two small caged birds (no parrots); and,
 - (c) One cat, or one dog, that has been spayed or neutered.
- (2) An owner, tenant or occupant that keeps a dog or cat in a Strata lot, either permanently or temporarily, shall register that pet with the Strata Council by providing to the Strata Council a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the Strata lot number of the Strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the license number of the pet (when the pet is required to be licensed).
- (3) Owners, tenants, occupants and guests shall keep their pets leashed at all times on the common property, limited common property, or on land that is a common asset.
- (4) Owners, tenants, occupants and guests shall not allow their pets to wander unattended in the hallways.
- (5) Owners, tenants, occupants and guests shall not permit their pets to urinate on, defecate on, or soil the common property. If any pet soils the common property, the owner shall immediately and completely remove all of the pet's waste from, and sanitize, the common property and properly dispose of any such waste.

- (6) No owner, tenant, occupant or guest shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant, occupant or guest by prolonged barking or howling.
- (7) The Strata Council may, from time to time on behalf of the Strata Corporation, enact such rules with respect to the keeping of pets as the Strata Council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.
- (8) If any owner, tenant or occupant violates any provision of these bylaws relating to pets, or if the Strata Council on reasonable grounds considers a pet to be a nuisance, the Strata Council may, by written notice to such owner, tenant or occupant cause such owner, tenant or occupant to have the pet removed permanently from the strata lot within thirty days of receiving such notice.
- (9) An owner, tenant or occupant whose guest brings a pet onto the common property shall ensure that the guest complies with all requirements of these bylaws as they relate to pets and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws. Owners, tenants or occupants whose guests fail to comply with the requirements set out in the bylaws will be liable to be fined for any breach of those bylaws.

4 Inform strata corporation

- (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the Strata Corporation, an owner, occupant, visitor or tenant must inform the Strata Corporation of his or her name and the strata lot he or she resides in or is visiting.

- (3) All non-resident owners 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 the Strata Corporation.
- (4) Prior to possession of a strata lot by an occupant or tenant, an owner shall deliver to the occupant or tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in 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 tenant, in accordance with s. 146 of the Act.

5 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;
- i. significant betterments to the Strata Lot including, but not limited to, the construction or removal of interior walls, 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. execute an Indemnity & Alteration Agreement in a form satisfactory to the Strata Corporation;
 - c. obtain owner approval pursuant sections 70(4) and 71 of the Act, if applicable; and,
 - 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 provide a description and details of the proposed Alteration which may include (depending on the scope of the Alteration);
- a. Detailed plans showing the proposed location of construction of the Alteration and nature of the change, including details of the proposed materials and dimensions;
 - b. name of proposed qualified/licensed contractor(s) if any who will perform the work;
 - c. 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:*

- d. assume responsibility for any expenses related to the alteration;*
- e. perform the work or cause the work to be performed at the owner's sole cost;*
- f. ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;*
- g. 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;*
- h. employ qualified and licensed contractors or subcontractors approved by the Strata Council to perform the work;*
- i. 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;*
- j. 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;*
- k. observe any repair and maintenance schedule or policy imposed by the Strata Corporation from time to time for the work;*
- l. 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;*
- m. assume all responsibility for the repair, maintenance or replacement of the Alteration;*
- n. obtain appropriate insurance for the Alteration and provide the Strata Corporation with evidence of coverage upon request;*
- o. 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;*
- p. execute an Alteration and Indemnity Agreement in a form satisfactory to the Strata Corporation;*
- q. register the Alteration and Indemnity Agreement at the Land Title Office;*

- r. 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;
- s. 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,
- t. any other conditions reasonably required in the opinion of the Strata Council given the nature of the proposed Alteration.

Alterations Installed Without Permission

- (7) 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.
- (8) The Strata Council shall not unreasonably refuse to approve the Unauthorized Alteration, but if it is approved, then approval must be in compliance with this bylaw.
- (9) 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.

6 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.

7 Permit entry to strata lot

- (1) An owner, tenant, occupant or visitor must allow a person authorised 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,
- (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 the Act; and
- (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) An owner shall provide to the strata council, where an alarm system has been installed, the City of Victoria permit number and the name of the monitoring company;
- (4) The strata corporation shall not be responsible for any owner's expense which results from the reasonable action of the corporation or its agents in entering the owner's strata lot in order to attend to a real or perceived emergency.

Division 2 - Powers and Duties of Strata Corporation

8 Repair and maintenance of property by strata corporation

- (1) The Strata Corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;

- (c) *limited common property, but the duty to repair and maintain it is restricted to:*
- (i) *repair and maintenance that in the ordinary course of events occurs less often than once a year, and*
 - (ii) *the following, no matter how often the repair or maintenance ordinarily occurs:*
 - (A) *the structure of a building;*
 - (B) *the exterior of a building;*
 - (C) *chimneys, stairs, balconies and other things attached to the exterior of a building;*
 - (D) *doors, windows and skylights (including the casings, the frames and the sills of such 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, with the exception of enclosed patios (sunrooms) which are the responsibility of the owner.*
- (d) *a strata lot in a strata plan, but the duty to repair and maintain it is restricted to:*
- (i) *the structure of a building,*
 - (ii) *the exterior of a building,*
 - (iii) *chimneys, stairs, balconies and other things attached to the exterior of a building,*
 - (iv) *doors, windows, and skylights (including the casings, the frames and the sills of such 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, with the exception of enclosed patios (sunrooms) which are the responsibility of the owner.*

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, 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.

Division 3 - Council

9 Council size and eligibility

- (1) The council must have at least 3 and not more than 5 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 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:
 - (a) The owner of the Strata Lot first provides the Strata Corporation with approval in writing; and,
 - (b) The Immediate Family Member is at least 19 years of age.
- (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 council member

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

12 Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the strata corporation's votes may call a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

13 Officers

- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

14 Calling council meetings

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

15 Requisition of council hearing

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

16 Quorum of council

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

17 Council meetings

- (1) Owners may attend council meetings as observers

- (2) Despite subsection (1), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

18 Voting at council meetings

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

19 Council to inform owners of minutes

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

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.

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 7.5% 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

22 Limitation on liability of council member

- (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 is adjudged guilty of willful 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.

Division 4 - Enforcement of Bylaws and Rules

23 Maximum fine

- (1) The Strata Corporation may fine an owner or tenant a maximum of (excepting 1(2) and 23(2):
 - (a) \$200 for each contravention of a bylaw, except contravention of the rental bylaw which carries a \$500 fine; and
 - (b) \$50 for each contravention of a rule.
- (2) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.

- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce 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 Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, 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.

24- Continuing contravention

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

Division 5 - Annual and Special General Meetings

25 Person to chair meeting

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

26 Participation by other than eligible voters

- (1) Tenants, occupants and guests 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, occupants and guests, 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, occupants and guests, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

27 Voting

- (1) *At an annual or special general meeting, voting cards must be issued to eligible voters.*
- (2) *At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.*
- (3) *If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.*
- (4) *The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.*
- (5) *If there is a tie vote at an annual or special general meeting, 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 the secret ballot is requested by an eligible voter.*
- (7) *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.*
- (8) *The election of each Strata Council member must be voted on by the owners present in person, 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.*

28 Order of business

- (1) *The order of business at annual and special general meetings is as follows, unless a majority vote to amend the agenda is given at the meeting:*
 - (a) *certify proxies and corporate representatives and issue voting cards;*
 - (b) *determine that there is a quorum;*

- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 - Voluntary Dispute Resolution

29 Voluntary dispute resolution

- (1) 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 8 - Miscellaneous Matters

30 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.
- (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 which 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.) hot water tank;
- (v.) washing machine;
- (vi.) toilet, sink, bathtub and/or shower;
- (vii.) air conditioner;
- (viii.) fish tank;
- (ix.) fireplace;
- (x.) plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner; or,
- (xi.) 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) 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.
- (10) 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.
- (11) An owner shall 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;
 - (e) waterbeds or aquariums; and
 - (e) losses from water escape and rupture.

31 Fiscal Year

- (1) The fiscal year of the strata corporation shall run from June 1st in each calendar year to May 31st in the following calendar year.

32 Small Claims Actions

- (1) Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.

33 Costs Added to Amount Owing

- (1) The Owner of a strata lot shall be solely responsible for all cost and expenses incurred by the strata corporation to enforce compliance by the owner, or their tenants or occupants, with the Strata Property Act, Strata Property Regulations, the bylaws or the rules. This indemnity shall extend to all expenses of whatever nature incurred by the strata corporation including, without limiting the generality of the foregoing, all of their actual legal costs on a solicitor and own client basis.

34 Use of Patios and Balconies

- (1) To prevent dirty water from dripping onto property below, owners must place a suitable container under flower pots to catch excess water.

35 Bicycles, Storage and Parking

- (1) No bicycles are to be kept on balconies or patios.
- (2) The strata corporation consists of sixteen (16) strata lots. There are twenty-four common property (24) parking stalls which are designated as follows:
- (a) five (5) for use as visitors' parking,
 - (b) four (4) for use by small cars only,
 - (c) one (1) for use as electric scooter parking; and
 - (d) fourteen (14) for use by medium to large size vehicles.
- (3) The Strata Council shall designate one (1) parking stall for the exclusive use of the owner(s) of each strata lot. The Strata Council reserves the right to re-designate the assigned parking stalls should the need arise.

- (4) *Parking stalls for second vehicles shall be assigned on a first come first served basis for a user fee of TWENTY FIVE (\$25.00) dollars per month or such greater fee as the Strata Council may subsequently determine by Rule. All requests for a second parking stall must be sent to the Strata Council in writing. If a second parking stall is not available, the owner, tenant or occupant requesting it must make alternate arrangements for parking their second vehicle. The owner, tenant or occupant requesting a second parking stall may request that their name be added to a waiting list until such time as a second parking stall is available. The council shall administer the waiting list on the basis of first registered, first served.*
- (5) *An owner, tenant or occupant shall not rent, lease or loan visitor or resident parking spaces to anyone who is not a resident of the building without the prior written consent of Council.*
- (6) *An owner, tenant, occupant may not use the visitor parking to park their motor vehicles.*
- (7) *An owner, tenant or occupant shall only permit his or her visitor or visitors to park in their assigned parking stall or in the stalls designated as visitors' parking. A visitor who intends to stay overnight or longer shall display a permit indicating which strata lot they are visiting.*
- (8) *An owner, tenant, occupant and their visitors shall not park any of the following on the common property or limited 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 including the provision of proof of storage insurance;*
 - (b) *a motor home, recreational vehicle, trailer, 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; or*
 - (c) *a vehicle greater than 6'6" feet in height and or 18' feet in length.*
- (9) *An owner, tenant, occupant and their visitors shall not:*
- (a) *Cycle on any part of the common property excluding the access driveways and ramp;*
 - (b) *Take bicycles in and out of the building through the front entrance;*

- (c) conduct significant repairs, oil changes, modifications, maintenance or servicing to a motor vehicle on common property;
 - (d) park a vehicle on the common property in a manner which may compromise the safety or security of the residents of the complex or which would prevent or significantly impede their entrance and egress;
 - (e) exceed the speed limit of 10 kilometres per hour on the common property;
 - (f) shall not park or allow a visitor's vehicle, to be parked, in the visitors' parking space for more than 7 days in a calendar month without the express written consent of the Strata Council;
 - (g) park a motor vehicle which is leaking oil or other fluids on the common property or in a designated parking space; and
 - (h) store personal belongings in their assigned parking space save and except for those items permitted by the Rules of the Strata Corporation.
- (10) 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 which it may have, shall have the right to tow any vehicle which violates this bylaw.
- (11) 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.
- (12) In addition to the rights conferred by subsections (10) and (11) the Strata Council has the right to immediately tow any vehicle which is parked in violation of (9)(d).
- (13) The owner, occupant, 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.

36 Move In/Move Out

- (1) An owner or tenant must notify the Strata Corporation 7 days in advance of the date and time that the owner or tenant will be moving into or out of the strata lot.
- (2) Moves into or out of or within the building by an Owner or tenant are prohibited from 10:30 pm to 7:00 am.

- (3) An Owner or tenant is required to ensure security presence at any access door being used for the delivery or move.

37 Selling of Strata Lots

- (1) An owner of a strata lot, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property except as designated by council.
- (2) Any open houses shall be held only between the hours of 10:00 a.m. and 7:00 p.m. Open house signs may be placed with the approval of the strata council during the holding of the "open house".
- (3) Owners shall ensure that the security of the building is maintained at all times during the open house: prospective purchasers must be escorted at all times while in the building and in no case shall entrance doors be left open or unsecured.

38 Rental Prohibition

- (1) Subject to the provisions of this bylaw, all strata lots shall be owner-occupied and rentals, tenancies or licences of occupancy of any sort whatsoever are absolutely prohibited, with the following considerations and exceptions:
 - (a) where cases of hardship of a personal nature arise, the owner may make a written request to the council for permission to rent a strata lot for a limited period of time, and where the council has been provided with evidence that hardship will result if limited rental approval is not given, the council shall not unreasonably withhold permission for limited rental and may provide the owner with a hardship exemption that is limited in time;
 - (b) this bylaw does not apply to prevent the rental of a strata lot to a member of the "family" of an owner, meaning:
 - (i) the spouse of the owner;
 - (ii) a parent, child or sibling of the owner; or
 - (iii) a parent, child or sibling of the spouse of the owner, where "spouse of the owner" includes an individual who has lived and cohabited with the owner, for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender;

- (c) the Strata Corporation is entitled to impose a fine of up to \$500 for a contravention of this bylaw, and may impose such fine for a continuing contravention every seven days.

39 Quorum for Adjourned Meeting

- (1) 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 be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further ½ 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.

40 Hardwood Floors

- (1) An owner of a strata lot who has or installs hard floor surfaces such as hardwood floors or tile in a strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

41 Holiday Decorations

- (1) An owner, tenant or occupant may display exterior holiday lights and decorations but these shall be confined to doors, balconies and patios. All holiday lights and decorations visible from the exterior shall be limited to the period of 1 month before and after the holiday.

42 Lockers

- (1) An owner, tenant or occupant must not store gasoline, propane, natural gas or similar combustibles in their lockers.

43 Smoking

- (1) Strata Plan 1606 is a smoke-free Strata Corporation.

- (2) Owners, tenants, occupants, and visitors shall not smoke in the strata lots on, or about the common property, or limited common property. This prohibition shall include:
- a. the exterior portions of the strata corporation including the balconies, patios and yards:
 - b. interior of the building including the parkade, lobby, elevators common hallways, and the inside of strata lots:
- (3) For the purpose of these bylaws "smoking" shall include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar, pipes, narcotics or any similar product whose use generates smoke.
- (4) Any owner who sells a strata lot shall specifically disclose to all potential buyers and realtors that smoking is prohibited everywhere within the building, including the private units and private outdoor patios and balconies.
- (5) 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, and shall be responsible for any breach of these bylaws by them.

44 Occupancy Restrictions

- (1) Except as permitted below in no case shall a one bedroom strata lot be occupied by more than three(3) persons or a two-bedroom strata lot be occupied by more than four (4) persons.
- (2) For purposes of clarification, visitors and guests are exempted from this bylaw provided that any such additional persons, be they visitors or guests, do not reside in the strata lot for a combined total of more than 60 days in any calendar year.
- (3) The strata council may, at its sole discretion, grant exceptions to this bylaw for owners or occupants who would face a hardship as the result of this bylaw.

45 Severability

- (1) For purposes of interpretation of these bylaws and any amendments, additions or alterations to them, each heading, paragraph and subparagraph shall be deemed to be a separate section with the intent that should an arbitrator or Court of Competent Jurisdiction find that any such heading, paragraph or subparagraph of these bylaws or amendments is void for uncertainty, or is ultra vires, the strata corporation or is, for any other reason, unenforceable, then such heading, paragraph or subparagraph shall be deemed to be severable and remaining headings, paragraphs or subparagraphs of these bylaws shall be interpreted so as to give the broadest meaning possible and all such headings, paragraphs and subparagraphs shall remain in force and effect.

END OF DOCUMENT

RESOLUTION ONE

945 McCLURE THE OWNERS, STRATA PLAN VIS 1606

Strata Property Act **RATIFICATION OF RULES** (Section 125)

WHEREAS pursuant to section 125(6)(a) of the *Strata Property Act* (the "Act") a strata corporation must ratify a rule(s) at annual or special general meeting for the rule(s) to remain in effect.

BE IT RESOLVED by a majority vote of THE OWNERS, STRATA PLAN VIS 1606 (945 McClure), in accordance with Section 125 of the Strata Property Act, that the rules attached to this resolution are hereby ratified by majority vote of the owners at their AGM held on May 13, 2025.

The following is added/amended to the strata rules:

MAIN ENTRY DOOR KEYS PEDESTRIAN DOOR MINI-FOB AND GARAGE REMOTE/FOB COMBINATION

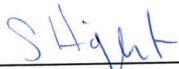
1. Building security entrance keys are available, for purchase only, for \$50. Owners wishing to purchase additional keys should contact Firm Management. It is the responsibility of owners to keep these keys secure at all times and to pass on all such keys to the next owner of the Unit.
2. Pedestrian door mini fobs are available, for purchase only, for \$35. Owners wishing to purchase additional pedestrian door fobs should contact Firm Management. It is the responsibility of owners to keep these keys secure at all times and to pass on all such keys to the next owner of the Unit.
3. Garage door/front entry fobs are available, for purchase only, for \$125. Owners wishing to purchase additional garage door/front entry door fobs should contact Firm Management. It is the responsibility of owners to keep these keys secure at all times and to pass on all such keys to the next owner of the Unit.

RENTAL OF PARKING SPACES TOO SMALL TO ACCOMMODATE A CAR

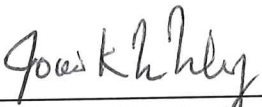
Spaces in the garage designated for parking but too small to accommodate a car can be assigned for motorcycle parking. Where such a space is rented to an owner as a secondary parking space, the rental fee will be half the monthly fee for a full parking space. Rental fees for secondary parking may be increased from time to time, at which time the fee for such small spaces will be increased proportionately.

If this resolution passes, the complete rules document will be updated to merge the amendment, addition, and/or deletion into one ordered document that will replace the previous rules document.

END OF RESOLUTION



Signature of Strata Council



Signature of Strata Council

Supplied to StrataDocs 2025/05/23
Ordered by Troy Petersen 2026/06/02

**RESOLUTION
OF
THE OWNERS, STRATA PLAN VIS 1606
945 MCCLURE
RESOLUTION - RATIFY RULE ADDITION**

BE IT RESOLVED by a majority vote of THE OWNERS, STRATA PLAN VIS 1606 (the "Strata Corporation") in accordance with Section 125 of the Strata Property Act, that the rules attached to this resolution are hereby Ratified by majority vote of the owners at their AGM held on May 17, 2021.

The following is added to the strata rules:

MAIN ENTRY DOOR KEYS

AND

PARKADE DOOR FOBS

1. Building security entrance keys are available, for purchase only, for \$50.00. Owners wishing to purchase additional such keys should contact Firm Management. It is the responsibility of owners to keep these keys secure at all times and to pass on all such keys to the next owner of their Unit.
2. Parkade door fobs are available, for purchase only, for \$75.00. Owners wishing to purchase a parkade door fob should contact Firm Management. All such fobs are owner registered and individually activated so that lost or stolen fobs can be deactivated to prevent illegal entry by unauthorized individuals. After purchase, it is the responsibility of the owner to keep the parkade door fob secure and pass on all fobs to the next owner.

C. Fisher
Maurice St

STRATA PLAN VIS 1606

945 MCCLURE STREET

REALTOR SIGNAGE RULE

The following Rule was Ratified by a majority vote of the owners, in accordance with section 125 of the Strata Property Act, at the Annual General Meeting held on May 21, 2019.

- 1) Signage may only measure up to a MAXIMUM of 30 inches wide and 26 inches high. The signs base or legs are not included in the prescribed dimensions.
- 2) Signage is permitted to be placed on common property at the discretion of the Strata Council.

Prepared by
Firm Management Corporation
Suite 200 — 1931 Mt. Newton X Road
Victoria, BC V8M 2A9
Phone: 250-544-2300 Fax: 250-544-0550

Supplied to StrataDocs 2025/05/23
Ordered by Troy Petersen 2026/06/02

STRAT PLAN VIS 1606 - 945 McCLURE STREET

RULES

The following Rules were ratified at the Annual General Meeting held on Monday, May 15, 2017. Existing rules Number 12 and Number 13 are repealed and replaced with the following:

Workshop/storage

12. An owner, tenant or occupant may use the workshop/storage
 - a. as a workshop at his or her risk provided he or she
 - brings project materials into the workshop no sooner than the project start date,
 - labels the project materials with their unit number and the project start date,
 - removes all project materials and cleans the space within 30 days of the original project start date,
 - uses only 110 volt power tools;
 - b. for the storage of patio furniture during the period between September 1 and June 1 provided each item is labelled with his or her name and unit number.

Garbage and Recycling •

13. An owner, tenant, occupant or visitor must ensure that
 - a. all garbage is securely wrapped, fastened sufficiently to prevent leakage or spillage, and placed in the dumpster in the garbage room. Broken glass must be wrapped separately before being placed in the dumpster.
Items banned from the garbage dumpster are: organic kitchen scraps, paper, cardboard, drywall, metal, soil, rock or rubble, paint, oil or filters, tires, batteries, fluorescent light tubes and Styrofoam.
 - b. all recyclable material is sorted, prepared, and placed in the appropriate recycling containers in the garbage room as follows:
 - i. Containers labelled "Cardboard and Paper Only"
clean mixed paper, newspapers and cardboard;
shredded paper enclosed in a sealed paper or cardboard container;
corrugated cardboard cut into small pieces not exceeding three feet by three feet;
no Styrofoam, cardboard milk cartons or plastic bags;
large amounts of corrugated cardboard may be flattened, bundled, tied with string and placed on top of one of the containers.
 - ii. Containers labeled "Aluminum Tin and Plastic, no glass"
clean plastic and metal containers, and all waxed cardboard containers from milk, soup etc.
no paper, cardboard, Styrofoam, glass or plastic bags.
 - III Containers labelled "Kitchen Scraps"
Organic kitchen waste contained in compostable bags.
 - c. Refundable beverage containers, Styrofoam packaging, glass and soft plastic may be deposited in the designated containers in the area outside the garbage room.
 - d. all material to be disposed of other than garbage, household refuse and recyclables, but including fluorescent light tubes, light bulbs, batteries, metal, electric appliances, computer and electronic Items are removed from the common property by him or her at his or her own expense.

STRATA PLAN 1606, 945 McClure Street, Victoria BC

RULES

Use of Property:

1. An owner, tenant, occupant or visitor must not
 - a. obstruct, encumber or use for any purposes other than ingress to or egress from a strata lot, the sidewalks, entrances, elevator, driveway, stairways, lobbies or hallways,
 - b. throw, pile, leave or store in hallways, stairways, or any other parts of common property, any rubbish, dust or garbage,
 - c. throw, pile, leave or store in hallways, stairways, or any other parts of common property (except in a storage locker assigned to his or her strata lot) any boxes, packing cases, shoes or carpets,
 - d. leave or store in hallways, stairways, or any other parts of common property (except in a storage locker or parking stall, assigned to his or her strata lot), any walkers, wheelchairs; shopping carts, infant car seats, or booster seats,
 - e. leave or park in hallways, stairways, or other part of common property any electric golf cart or electric scooter; but an electric scooter may be parked in the parking stall in the parking garage that has been designated for electric scooter parking.
2. An owner, tenant or occupant must not
 - a. adjust the Hall Ventilation Air Circulation System (HVAC) vents on the ceiling or walls in the hallways of each floor. He or she is to contact a council member if the HVAC heating or cooling is not working satisfactorily.
 - b. shut off the building's water supply except in an emergency, without obtaining the prior approval of a council member a minimum of 24 hours in advance of the shut off time,
 - c. leave the penthouse, roof or workshop/storage unlocked when it is not occupied.
3. Any owner, tenant, occupant or visitor who leaves or stores any item anywhere on or in the common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation or anyone that is insured under that policy.
4. An owner, tenant, occupant or visitor = ensure that an external door is closed securely after entering or leaving the building by that door.
5. An owner, tenant or occupant must
 - a. ensure that the protective material for the floor and the protective pads for the walls of the elevator are in place in the elevator prior to moving any large items including building material, furniture or appliances. Movement of such large items is restricted to between the hours of 8:00 am and 8:00 pm,
 - b. contact a member of Council a minimum of twenty-four hours prior to such a move, to arrange for access to, the installation of, and the removal of, the protective material.
6. No owner, tenant, occupant or visitor, except a member of the strata council, may remove strata records from the penthouse.

Bicycles stored() and parking

7. An owner, tenant, occupant or visitor must not
 - a. cycle on common property, including sidewalks and pathways but excluding access driveways,
 - b. take bicycles in or out of the building through the front entrance,
 - c. carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any. limited common property, except in the case of an emergency,
 - d. exceed a maximum speed of 10 kph on the common property,
 - e. drive out of sight of the overhead door when entering or leaving the parking garage, until that door has closed,
 - f. park in any area not specifically designated as **a parking** space, nor park a vehicle in a manner which will reduce the width of the access driveway. Nevertheless, a tradesperson's vehicle may be parked on the west side of the north half of the driveway, provided:
 - i. the vehicle is unable to park in a visitor parking space inside the parking garage;
 - ii. Its front wheels are turned into the retaining wall; and
 - iii. it is immediately moved out of the driveway if the fire alarm bell is sounded. Any vehicle which does not comply with this rule will be removed at the owner's expense.
8. One locker shall be assigned by the Council to each strata lot, and each owner, tenant or occupant must use only the locker so assigned.
9. An owner, tenant or occupant must not
 - a. use or connect any freezer, refrigerator or heater in a storage locker,
 - b. store items in storage lockers above the height of the partitions,
 - c. store personal chattels in the parking garage, except those items awaiting disposal which may be stored in an area which the Strata Council designates for that purpose and for a specified .time period,
 - d. rent or lease the parking stall assigned by the Council to his or her strata lot or otherwise permit the parking stall to be regularly used by anyone who is not a resident of the building.
10. An owner, tenant or occupant must
 - a. use only the parking stall or stalls assigned by the Council to his or her strata lot, if one has been so assigned,
 - b. use his or her assigned parking stall only for the parking of licensed and insured motor vehicles or motorcycles, and the storage of bicycles, shopping carts, walkers, wheelchairs, infant car seats or booster seats.
11. An owner, tenant, occupant or visitor must yield the right-of-way to a vehicle entering the parking garage.

Roof and Rooftop Deck

14. Access to the roof is limited to the rooftop deck area only.
15. The rooftop deck shall only be used by owners or their duly authorized tenants, or guests of the owner or tenant, provided the guests are accompanied by the owner or tenant, as the case may be. Unattended children under the age of 16 are not permitted.
16. Owners and tenants shall be responsible for their own conduct, respectively and each shall be responsible for the conduct of all persons whom they permit to be on the rooftop deck.
17. All users of the rooftop deck shall ensure that they leave the amenity area clean and tidy and that they remove all personal effects, including garbage and recyclables, and dispose of same in the designated area.
18. Maximum number of persons permitted to be on the rooftop deck is fifteen.

Bulletin Board and Correspondence

19. The bulletin board on the wall beside opposite the elevator on the parking garage level is designated as the strata notice board, and is for strata notices only.
20. Owners, tenants or residents may deliver correspondence to council by placing it in the mailbox labelled "Letters Strata 1606" in the lobby.

These rules were made by The Owners, Strata Plan 1606 under Section 125(1) by the Council under Section 4, Strata Property Act.

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