

Strata Plan No. 434

RULES

Ratified, Special General Meeting, October 5, 2006

Council Members

1. Strata Council may add new members to Council whenever the number of existing members are less than seven.

ROCKLAND – 1170

Strata Plan VIS 434

1170 Rockland Avenue

Victoria, BC V8V 3H7

BYLAWS

[Previous Bylaws Rescinded December 9, 2011](#)

New Bylaws Filed December 13, 2011 – CA2312143

Amended February 12, 2014 – CA3588161

Amended February 10, 2016 – CA4980123

Amended February 15, 2017 – CA6171113

Amended January 9, 2019 – CA7326891

**CONSOLIDATED BYLAWS OF
THE OWNERS, STRATA PLAN NO. VIS434
VICTORIA, BC**

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PREAMBLE

Strata Plan VIS434 is a Strata Corporation comprising 18 apartment style strata lots housed in one, four-storey building. Each strata lot has a balcony that is designated on the Strata Plan as part of the respective strata lot, and some of the balconies have been enclosed. All other property is common property, including hallways, stairs, elevator, storage, Linden Room and laundry room.

These Bylaws bind the Strata Corporation and the owners, tenants and occupants to the same extent as if the Bylaws had been signed by the Strata Corporation and each owner, tenant and occupant and contain covenants to observe and perform their provisions on the part of the Strata Corporation with each owner, tenant and occupant.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act"). For the purposes of these Bylaws, "Residents" means collectively, Owners, tenants and occupants and "a Resident" means collectively, an Owner, a tenant and an occupant.

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

Condominium living is different from single family home living, so in order to avoid the misuse of our property, bylaws and rules govern the Residents and fines may be imposed on offenders by the Strata Council. Fines and other enforcement actions are a reminder that bylaws and rules are only of benefit if they are enforced against those persons who break them. These steps are reluctantly taken by the Strata Council. Council members are not police officers. However, they must act in the best interests of the Strata Corporation.

THE CONSOLIDATED BYLAWS OF THE OWNERS, STRATA PLAN NO. VIS434 VICTORIA, BC

WHEREAS The Owners, Strata Plan No. VIS434 (the "Strata Corporation"), wishes to amend the bylaws of the Strata Corporation pursuant to the *Strata Property Act*, S.B.C. 1998, Chapter 43;

NOW THEREFORE:

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

- (a) all previous bylaws registered in the Victoria Land Title Office shall be repealed;
- (b) the statutory Standard Bylaws shall be repealed; and,
- (c) the following bylaws shall be deemed to be the bylaws of the Strata Corporation (the "Consolidated Bylaws" or the "Bylaws"):

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

Payment of strata fees

- 1** (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

(2) An owner of a strata lot must provide the Strata Corporation with monthly consecutive post-dated cheques representing strata fees for that strata lot during the fiscal year of the Strata Corporation, dated on the first day of each month, or enter into a preauthorized debit agreement.

(3) All payments returned for non-sufficient funds (“NSF”) will result in a charge to the responsible owner of \$25.00.

Interest charges

- 2** (1) The Strata Corporation's schedule for the payment of strata fees shall provide, for purposes of the monthly strata fee, that:
 - (a) the strata fees are to be paid by an owner on or before the first day of the month to which the strata fee relates; and,
 - (b) shall be deemed to be the amount for each strata lot based on the approved annual budget from time to time, including any amendments, and calculated based on the unit entitlement formula.
- (2) Subject to a provision to the contrary in the resolution, a special levy shall be deemed:
 - (a) to constitute a strata fee of the Strata Corporation for purposes of this bylaw;
 - (b) to be in the amount for each strata lot specified by a resolution approved by a $\frac{3}{4}$ vote of owners from time to time, including any amendments, and calculated based on the unit entitlement formula; and,
 - (c) to be due and payable on the date specified in the resolution approved by the owners pursuant to section 108 of the Act or, if no date is specified in the resolution, then, it shall be deemed to be due and payable 7 days after the date of owner approval.
- (3) The Strata Corporation may charge an owner who is late paying his or her strata fees (comprising the monthly strata fee and any special levy) interest at the rate of 10% per annum, simple interest, compounded annually, or the maximum rate of interest stipulated in the Regulations to the Act enacted from time to time.
- (4) Interest payable on a late payment of strata fees is not a fine and shall form part of the strata fees for the purposes of section 116 of the Act

Repair and maintenance of property by owner

- 3** (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 is responsible for the ordinary cleanliness of balconies, including cleaning the accessible windows.

Amended February 12, 2014 – CA3588161

(3) The strata Corporation shall charge the cost of cleaning the exterior of balconies enclosures to the owners of such balconies

Use of property

4 (1) A Resident 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 or makes, causes or permits to be made any noise or sound which disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort or convenience of other Residents or their guests at any time, and in particular, between the hours of 10:00 p.m. one day and 8:00 a.m. the following day;
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
- (d) is illegal; or,
- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2) A Resident is permitted to:

- (a) use the laundry room during the hours of 7:00 a.m. to 10:00 p.m. daily, provided that Residents adhere to posted rules;
- (b) use the Linden Room from 7:00 a.m. to 11:00 p.m. daily, provided that the door is kept closed to mitigate against noise and at all time, Residents accompany guests and children; and,
- (c) use the workshop in the locker room during the hours of 7:00 a.m. to 10:00 p.m. daily, provided that Residents adhere to posted rules and restore the room to a clean condition after each use;
- (d) wash their car but it shall be carried out in such a manner as not to cause a nuisance to other owners.

(3) A Resident 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. Owners will be held accountable for all damage incurred by them, their tenants, or their guests, or the guests of their tenants.

(4) A Resident or visitor must not do or permit anything to be done that contravenes any statute, ordinance, or bylaw of any government authority, or any rule of law or equity.

(5) No owner shall use their strata lot for any purpose which is contrary to VIS 434 bylaws, rules, or which may be illegal. In particular, without restricting the generality of the foregoing, all strata lots shall be used for a personal single family residence. In no case shall

a one-bedroom strata lot be occupied as a residence by more than TWO (2) persons or a two-bedroom strata lot be occupied as a residence by more than THREE (3) persons.

Inform Strata Corporation

- 5** (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) Within 2 weeks of becoming a tenant, a tenant must inform the Strata Corporation of his or her name, the strata lot number that the tenant occupies and the proposed mailing address of the tenant if different from the strata lot.

Alterations to the strata lot, limited common property and/or common property

- 6** (1) The Strata Corporation must not unreasonably withhold its approval; however an owner must obtain the written approval of the Strata Council before making an alteration that involves any of the following (the "Alteration"):
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies, balcony enclosures, patios or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) flooring within a strata lot. Hardwood or laminate-type floors are only permitted where there is no suite directly below;
 - (h) a portion of the strata lot which the Strata Corporation must insure under s. 149 of the Act;
 - (i) common property, including limited common property;
 - (j) wiring, plumbing, piping, heating, air-conditioning and other services; or,
 - (k) common assets.
- (2) An owner wishing to make an Alteration must submit an application in writing to the Strata Council (the "Application") prior to commencing work and provide the Strata Council with the following:
- (a) details and plans outlining the proposed Alteration and construction, specifying dimensions and materials to be used;
 - (b) name of qualified/licensed contractor(s) who will perform the work;
 - (c) a copy of the building permit or other permits required by the municipality or the authority having jurisdiction; and,
 - (d) any other document or information that the Strata Council may reasonably require under the circumstances;
- (3) As a condition of its approval, the Strata Corporation may require the owner, at the owner's sole expense, to comply with any conditions it considers reasonably necessary in the circumstances based on the nature of the proposed Alteration and approval for the Alteration

will be conditional upon the fulfillment of these conditions, which may include that the owner:

- (a) enter into an Alteration and Indemnity Agreement in a form satisfactory to the Strata Corporation;
- (b) employ a qualified building envelope professional, architect or engineer, if required in the sole discretion of the Strata Council, to prepare specifications and provide inspection services for the work;
- (c) ensure that the work is performed by qualified contractors in substantial compliance with the plans approved by the Strata Council, in a good and workmanlike fashion with materials comparable to those of the existing structures;
- (d) provide a written undertaking agreeing to comply with all municipal bylaws, building codes and other applicable laws;
- (e) obtain and maintain appropriate insurance for the Alteration;
- (f) indemnify the Strata Corporation and its council members, authorized agents and employees and save them harmless from and against:
 - (i) any and all costs, expenses, claims or liability arising out of, related to or associated with the Alteration and/or the work, including legal costs as between a solicitor and his or her own client; and,
 - (ii) any damages to the strata lot, limited common property or common property arising out of or related to defects in the design and construction of the Alteration or the failure to adequately repair and maintain the Alteration, including legal costs as between a solicitor and his or her own client; and,
- (g) assume responsibility for all future expenses related to the Alteration, including, without limiting the generality of the foregoing, insurance, repair, maintenance and replacement costs; and,
- (h) comply with any other conditions reasonably required in the opinion of the Strata Council.

(4) If an existing Alteration requires replacement, including, but not limited to a balcony enclosure, the owner must obtain the prior written approval of the Strata Council in accordance with this Bylaw.

(5) For greater certainty, this Alteration Bylaw applies to an owner wishing to install a new balcony enclosure or to replace an existing balcony enclosure, and said owners will be required to enter into an Alteration and Indemnity Agreement in a form satisfactory to the Strata Council that may provide for, among other things, the future repair and maintenance obligations of the owner in relation to the balcony enclosure and requirements with respect to the appearance, design, colour and material to be utilized.

(6) **Unauthorized alteration:** If an Alteration has been installed or constructed without approval from the Strata Council, or contrary to a condition of approval or otherwise in violation of these Bylaws (an "Unauthorized Alteration"), then the owner shall correct, remove and/or restore the property as directed by the Strata Council, at the owner's sole expense, including legal costs as between a solicitor and his or her own client.

(7) If an owner fails to conduct repair, maintenance, removal or other work required pursuant to this Bylaw in a timely fashion after receipt of reasonable notice from the Strata Council to

conduct such work, the Strata Corporation may carry out the work on behalf of that owner and charge all expenses related to the work to that owner, and the owner shall indemnify and save the Strata Corporation harmless against any and all costs and expenses related to that owner's failure to conduct said work, including legal costs as between a solicitor and his or her own client.

(8) The notice from the Strata Corporation provided under subsection (6) shall be deemed to constitute a work order for the purposes of sections 83 or 84 of the Act.

(9) Any costs or expenses payable by an owner to the Strata Corporation pursuant to this Bylaw, including legal costs on a full indemnity basis, shall be added to and become part of the strata fees for that owner on the month next following the date on which the cost or expense was incurred and will become due and payable on the next due date of payment of monthly strata fees.

(10) The Strata Council may grant written approval for an Alteration to make reasonable accommodation for a person with a disability or special needs.

Permit entry to strata lot

7 (1) A Resident or visitor must allow a person authorized by the Strata Corporation to enter the strata lot

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- (b) at a reasonable time, on 48 hours' written notice, to:
 - i. inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act; or
 - ii. to ensure compliance with the Act, Regulations, Bylaws and Rules provided that there are reasonable grounds to believe that a violation exists.

(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 or tenant who improperly refuses or fails to provide access contrary to subsection (1) shall be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the refusal or failure to provide an authorized person access. The Strata Corporation may commence court proceedings to compel access to the strata lot and the unit owner or tenant who unlawfully refused or failed to provide access shall not only be responsible for damages, but also for the legal costs of the Strata Corporation as between a solicitor and his or her own client.

(4) If forced entry to a strata lot is required due to an emergency and after using reasonable means the owner or tenant cannot be contacted to provide such entry, then the owner or tenant shall be responsible for all costs related to the forced entry incurred by the Strata Corporation, including any legal costs on a full indemnity basis.

Division 2 — Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 8** (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. patios and other things attached to the exterior of a building including balcony enclosures installed prior to December 31, 2011;
 - D. doors, windows and skylights on the exterior of a building or that front on the common property;
 - E. fences, railings and similar structures that enclose patios and yards;
 - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - i. the structure of a building,
 - ii. the exterior of a building,
 - iii. patios and other things attached to the exterior of a building including balcony enclosures installed prior to December 31, 2011;
 - iv. doors, windows and skylights on the exterior of a building or that front on the common property, and
 - v. fences, railings and similar structures that enclose patios and yards.

Division 3 — Council

Council size and eligibility

- 9** (1) The council must have at least 3 and not more than 7 members.
- (2) A spouse of an owner may stand for the Strata Council. Spouse includes a husband, wife or 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 and includes a marriage-like relationship between persons of the same gender as the owner.
- (3) If the owner is a limited corporation or a partnership or other form of business entity, then such entity may appoint an individual who may stand for council.

(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 Act.

(6) If a council member is unable to continue to be on council pursuant to subsection (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.

Council members' terms

10 (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.

Removing council member

11 (1) The Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members. The Strata Corporation must pass a separate resolution for each council member to be removed.

(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.

(3) If the Strata Corporation removes all of the council members, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by these Bylaws.

Replacing council member

12 (1) If a council member resigns, or is unwilling or unable to act for a period of more than 2 months, the remaining members of the council may appoint a replacement council member for the remainder of the term, even if the vacancy leaves the Strata Council without a quorum.

(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 bylaw even if the absence of the member being replaced leaves the council without a quorum.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

13 (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) if the president is removed, or
- (c) for the remainder of the president's term if the president ceases to hold office.

(4) The Strata Council may vote to remove an officer.

(5) 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.

Calling council meetings

14 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if:

- (a) all council members consent in advance of the meeting; or
- (b) the meeting is required to deal with an emergency situation, and all council members either:
 - i. consent in advance of the meeting; or
 - ii. are unavailable to provide consent after reasonable attempts to contact them.

(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

15 (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 4 weeks after the request.

(3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week after the hearing.

Quorum of council

16 (1) A quorum of the council is:

- (a) one, if the council consists of one member;
- (b) 2, if the council consists of 2, 3 or 4 members;
- (c) 3, if the council consists of 5 or 6 members; and,
- (d) 4, if the council consists of 7 members.

(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

17 (1) The Strata Council may meet together for the conduct of business, adjourn, and otherwise regulate its meetings as it sees fit.

(2) At the option of the Strata Council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

(3) If a council meeting is held by electronic means, council members are deemed to be present in person.

(4) Owners may attend council meetings as observers unless the Strata Council rules by majority vote that observers are not permitted and in that event the ruling shall be final and binding.

(5) Despite subsection (4), no observers may attend those portions of a council meeting that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act; and,
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

(6) In the absence of both the president and the vice-president, the members present shall, from among themselves, appoint a chairman for that meeting who shall have all the duties and powers of the president while so acting.

Voting at council meetings

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18 (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.
- (4) A resolution of the council may be passed without a meeting if written notice of the resolution is sent to all council members, and a majority of the council members entitled to vote on the resolution consent to it in writing. A consent in writing under this section **may be by signed document, fax, email or any other method of transmitting legibly recorded messages**. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the council passed in accordance with this section is effective on the date stated in the consent in writing and is deemed to be a proceeding at a council meeting and to be as valid and effective as if it had been passed at a council meeting that satisfies all the requirements of the Act and these bylaws relating to council meetings.

Council to inform owners of minutes

- 19** The council must inform owners of the minutes of all council meetings (except duly constituted “in-camera” meetings) within 2 weeks of the meeting, whether or not the minutes have been approved, and circulating same via email to those owners who consent in writing to this method of delivery or, for those owners who do not consent to delivery via email, then by any other method of delivery set out in the Act.

Delegation of council's powers and duties

- 20** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that:
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or,
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent; and,
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule;
 - (b) whether a person should be fined, and the amount of the fine;

- (c) whether a person should be denied access to a recreational facility; or,
- (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

Spending restrictions

21 (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

(3) Unapproved expenditures

- (a) 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.
- (b) Pursuant to subsection 98(3) of the Act, the expenditure may be made out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is \$5,000.00 or less, and the owners are informed of such expenditure as soon as practically possible after same is made.

Limitation on liability of council member

22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.

(3) All acts done in good faith by the Strata Council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

(4) Indemnity

- (a) Each Strata Council member shall be indemnified and saved harmless by the Strata Corporation against any and all liability and costs, including legal costs as between a solicitor and his or her own client, for any acts or omissions while he or she was carrying out his or her duties as a member of the Strata Council.
- (b) Notwithstanding subsection (4)(a), there shall be no indemnity if a Strata Council member is adjudged guilty of wilful misconduct, fraud, theft or wrongful exercise of authority in the performance of his or her duties.

Division 4 — Enforcement of Bylaws and Rules

Fines

23 (1) Complaint, right to answer and notice of decision (s.135 of the Act)

- (a) The Strata Council must not impose a fine for a contravention of a bylaw or rule unless the Strata Corporation has received a complaint about the contravention and given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant.
- (b) If the person is a tenant, the Strata Corporation must give notice of the complaint to the person's landlord, to the owner, or to the owner's representative.
- (c) The Strata Corporation must promptly give notice in writing of a decision to the tenant or owner.
- (d) Once the requirements referred to in this section have been complied with, the Strata Council may impose a fine for a continuing contravention of that bylaw or rule without further compliance with this section.

(2) Subject to compliance with subsection (1), the Strata Council, in addition to any other rights or remedies that it has available under law, may levy a fine in its sole and absolute discretion in an amount not to exceed a maximum of \$200.00 for each contravention of a bylaw of the Strata Corporation and \$50.00 for each contravention of a rule.

(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.

Application and complaints

(4) Every Application, complaint or notice to the Strata Council for its consent or consideration must be in writing and delivered to the Strata Council in compliance with section 63(1) of the Act. The Strata Council is not required to deal with a matter brought to its attention in any other manner.

(5) The Strata Corporation may fine an owner if a Bylaw or rule is contravened by the owner, the owner's tenant, occupant or visitor.

(6) The Strata Corporation may fine a tenant if a Bylaw or rule is contravened by the tenant or the tenant's occupant or visitor.

(7) If the Strata Corporation fines a tenant or requires a tenant to pay the costs of remedying a contravention of the Bylaws or rules, the Strata Corporation may collect the fine or costs from the tenant, the tenant's landlord or the owner, but may not collect an amount, that in total is greater than the fines or costs.

(8) The maximum amount of a fine and the maximum frequency of imposition of a fine must not exceed the maximums set out in the regulations to the Act.

(9) Remedy a contravention

- (a) The Strata Corporation may do what is reasonably necessary to remedy a contravention of the Bylaws or rules, including:
 - i. doing work on or to a strata lot, the common property or common assets;
 - ii. removing objects from the common property or common assets.
- (b) The Strata Corporation may require the reasonable costs of remedying the contravention be paid by a person who may be fined for the contravention under these bylaws. Reasonable costs shall be deemed to include legal costs as between a solicitor and his or her own client.

Continuing contravention

24 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

Person to chair meeting

- 25** (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.

Participation by other than eligible voters

- 26** (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants:
- (a) may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting; and,
 - (b) must leave the meeting if requested to do so by a resolution passed by a majority vote of owners present at the meeting.

Voting

- 27** (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 a precise count is authorized by a majority vote of owners.
- (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, 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.
- (6) Despite anything in this section, an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

- 28** (1) The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (m) elect a council, if the meeting is an annual general meeting;
 - (n) terminate the meeting.
- (2) Despite anything in this section, the order of business at an annual or special general meeting may be changed by a majority vote at the meeting.

Governance provisions

29 (1) Quorum for annual or special general meeting:

If within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of owners, and in any other case, the meeting stands adjourned to 30 minutes from the time appointed for the meeting, at the same place, but, if at the end of that period a quorum is still not present, the eligible voters present in person or by proxy shall be deemed to constitute a quorum.

(2) Electronic attendance at meetings:

- (a) A person who is eligible to vote may attend at an annual or special general meeting by electronic means, including telephone, teleconference or any other method as determined by the chairperson of the meeting, so long as the method permits all persons participating in the meeting to communicate with each other during the meeting.
- (b) If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

(3) Eligible voters, strata arrears and quorum (Sections 53(2) and (3) of the Act):

- (a) If the Strata Corporation is entitled to register a lien against a strata lot under section 116(1) of the 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.
- (b) If a vote for a strata lot may not be exercised pursuant to subsection (a) then that strata lot's vote must not be considered for the purposes of determining a quorum in accordance with section 48 of the Act or for the purposes of sections 43(1), 46(2) and 51(3) of the Act.

Division 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

30 (1) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:

- (a) all the parties to the dispute consent, and
- (b) the dispute involves the Act, the regulations, the bylaws or the rules.

(2) A dispute resolution committee consists of:

- (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
- (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

(3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Additional Bylaws:

Pets

- 31** (1) A Resident must not keep any pets on a strata lot other than one caged bird (only a budgie or canary is permitted), or a pet required for living assistance purposes based on satisfactory medical evidence (a “Permitted Pet”).
- (2) Subject to subsection (1), all other pets are prohibited on a strata lot, the limited common property or common property including, but not limited to, fish, cats, dogs, reptiles, wild animals, domestic, exotic or household pets (a “Prohibited Pet”).
- (3) If, in the opinion of the Strata Council, a Permitted Pet causes damage, a nuisance or in any way disrupts the quiet enjoyment of any other occupants (a “Problematic Pet”), the Strata Council may require a Resident to remove that Problematic Pet from the Strata Corporation if the pet is found to be problematic on not less than 3 separate occasions.
- (4) An owner or tenant shall remove a Prohibited Pet or a Problematic Pet from the strata lot, limited common property or common property within the time stipulated in a written demand to the Resident from the Strata Council to that effect.
- (5) A Resident in violation of this Bylaw may be subject to any remedy available to the Strata Corporation in addition to fines pursuant to the Fine Bylaw in the discretion of the Strata Council.

Use of the Strata Lot, Limited Common Property and Common Property

32 (1) **Prohibitions on use of strata lot, limited common property and common property**

A Resident or visitor, as the case may be, shall not:

- (a) operate a motor scooter, motorcycle, moped, motorized trail bike, all-terrain vehicle, motorized model aircraft or other similar type of vehicle on the common property, except for the purpose of accessing or exiting the garage or permitted parking areas;
- (b) attach exterior awnings or shades to the building, including around windows, doors or balconies or any other portion of the common property;
- (c) have a water bed in the strata lot;
- (d) install a hot tub;
- (e) have a real or live Christmas tree in a strata lot (artificial Christmas trees and decorations of fireproof material are permitted);
- (f) attach festive lighting to the external walls or roof using nails, screws and staples;
- (g) use decorative lights except during festive periods;
- (h) permit anything to be done on the premises which will in any way increase the risk of fire or the rate of fire insurance premium on the building or on the property therein or that will be in breach of any law, order or regulation;

- (i) store flammable, explosive or hazardous materials in a strata lot, storage locker or on the common property, including limited common property;
- (j) use plumbing, electrical and other utility equipment in a manner other than those for which they were constructed;
- (k) leave water running at any time when not in actual use;
- (l) hang laundry, washing, towels, bedding, clothing or other articles on a patio, balcony, deck, common property or the limited common property;
- (m) shake or wring mops, dusters, rugs or mats from patios, balconies, decks or windows;
- (n) throw any items from doors, patios, balconies, decks or windows;
- (o) use or permit his or her strata lot to be used for any purpose other than as a single family dwelling;
- (p) use the strata lot for commercial or retail purposes, excluding the operation of a home based business, if such business complies with municipal bylaws.
- (q) place window coverings, including coloured or patterned drapes, sheets, blankets, tin foil or other similar type of coverings, showing from the outside of the building in the windows, except for neutral colour and design, which are permitted;
- (r) paint balcony walls that are visible from outside the building in any colour except for neutral color or tone;
- (s) use any types of barbeques, heaters or cookers on any portion of the strata lot, including balconies, the common property or common areas;
- (t) feed any wild birds or animals from the strata lot, including balconies, or from any portion of the common property, except that hummingbird feeders are permitted;
- (u) use decks or patios for storage of items except for plants, flowers, and patio furniture;
- (v) permit the patios, balconies or decks to become unsightly, unsanitary or untidy;
- (w) smoke in hallways, stairways, elevator, storage room, Linden Room, laundry room or in any other common areas or portion of the interior or exterior common property;
- (x) do or permit anything to be done that may cause damage to plants, flowers, lawns or other landscaped common areas and for greater certainty, shall not place chairs, tables or other objects on the common property so as to cause damage to landscaping, prevent growth, or interfere with the cutting of lawns or the maintenance of the grounds generally;
- (y) create an obstruction, restriction or hindrance to the sidewalks, hallways, passageways, stairways, vestibule or other parts of the common property or to persons lawfully using the same;
- (z) park or leave unattended any bicycles, golf carts, shopping carts and other similar items, including mobility aids, in hallways, passageways, stairways, vestibule or other parts of the common property, and use of such items is not permitted in the building except for purposes of accessing the strata lot or storage locker.
- (aa) leave or permit to be left on the common property any bicycles or any other items likely to cause obstruction, restriction or hindrance to other owners, their visitors, licensees, invitees or workers;
- (bb) store or pile dust, rubbish, garbage, boxes, packing cases or the like on any part of the common property, excluding designated areas for garbage and other debris;
- (cc) post notices, advertisements, flyers, brochures or any other such items on walls or other parts of the common property without the prior written approval of the

- Strata Council, except that posting a notice on the Notice Board in the ground floor lobby and laundry room is permitted; and,
- (dd) erect signs, fences, billboards, placards, advertising or any other fixture, fitting or signage of any kind whatsoever external to any part of a strata lot or the common property, except a temporary notice to sell a Strata Lot of a size, style and location approved by the Strata Council and signage permitted under the Canada Elections Act.

(2) The Strata Council will make reasonable accommodation to a Resident if the Resident proves by medical or other satisfactory evidence, in the sole and reasonable discretion of the Strata Council, that the Resident has a medical condition or a physical disability that justifies an exemption from a prohibition enumerated under subsection (1).

Restrictions Requiring Prior Approval of Council

(3) The Strata Council shall not unreasonably withhold its approval; however a Resident shall obtain the prior written approval of the Strata Council before:

- (a) installing an aerial, satellite dish, antenna, satellite signal receiving device or any other similar item on the common property or the limited common property;
- (b) replacing the flooring in a strata lot or any portion of a strata lot;
- (c) changing the colour of the exterior of a building, including patios, balconies and decks;
- (d) attaching anything to the external walls or roof using nails, screws, staples or any other fasteners that perforate the exterior of the building or roof; and,
- (e) holding a garage sale.

Resident Obligations

(4) A Resident shall:

- (a) at all times keep all common areas in a neat, tidy and clean condition comparable to the standard of a high quality residential development;
- (b) keep all patios, balconies and decks in a neat, tidy and clean condition comparable to the standard of a high quality residential development;
- (c) ensure that repairs or replacement of electrical outlets and plumbing works are only carried out by licensed professionals; and,
- (d) report forthwith to the Strata Council or a person designated by it, any accident or injury to, or failure of the water pipes, toilet, drains or fixtures, electrical wires or other fixtures located on the strata lot or common property, including limited common property.
- (e) Ground floor suite owners may request, in writing, permission to maintain a piece of the common grounds area directly to the East of their patio but limited to a strip of 48" from the brick surround and to the length of that wall. Conditions of this permission would include limitation to small plants and regular maintenance of the area. Costs to prepare, and maintain the area is at the owner's expense. Strata Council reserves the right to withdraw this permission at their discretion,
- (f)

Flooring Replacement

Registered February 10, 2016 – CA4980123

(5) An owner must obtain the prior written permission of the council before changing or replacing all or a portion of the flooring in his or her strata lot (the “Flooring Alteration”).

(6) An owner wishing to make a Flooring Alteration must submit an application in writing to the council (the “Application”) prior to commencing work and provide the council with the following:

- (a) a sample and a specification sheet for the underlay and flooring material;
- (b) an undertaking that he or she will comply with this Bylaw and any conditions of approval; and,
- (c) any other documentation or information that the council may reasonably require.

(7) The owner shall perform the Flooring Alteration within a reasonable period of time after receipt of written approval at the owner’s sole expense and take steps upon receipt of a request from the council to mitigate against noise transference.

(8) The strata council may approve the Flooring Alteration subject to the owner complying with any one or more of the following conditions:

- (a) enter into an Alteration & Indemnity Agreement on terms satisfactory to the council;
- (b) ensure that the Flooring Alteration meets or exceeds the following requirements and standards:
 - (i) the acoustical protection underlay installed beneath the new flooring and the new flooring must collectively have an impact insulation class (“IIC”) and a sound transmission class (“STC”) rating of at least 75 or greater;
 - (ii) the floor of the strata lot must be levelled to a tolerance of 1/8” over 10 feet prior to installing the underlay; and,
 - (iii) no portion of the acoustical underlay or flooring material between the finished floor and the concrete/plywood base shall be glued to the concrete subfloor of the strata lot;
- (c) employ a qualified professional(s) to:
 - (i) ensure that the materials and specifications for the Flooring Alteration meet the standards approved by the council;
 - (ii) provide inspection services at the levelling stage, sub-floor stage, underlay completion stage and the finished flooring stage of the Flooring Alteration;
 - (iii) require that any deficiencies be remedied to comply with applicable guidelines and standards;
 - (iv) provide written certification to the council stating that the Flooring Alteration meets or exceeds the standards for the materials and installation imposed by council and that there are no deficiencies;
- (d) employ a qualified flooring contractor(s) to perform the work and correct deficiencies under the supervision of an acoustical engineer or other qualified professional(s);

- (e) comply with the provisions of this Bylaw related to noise mitigation, installation procedures and other matters;
- (f) obtain and maintain appropriate insurance for the Flooring Alteration;
- (g) indemnify the Strata Corporation and its council members, authorized agents and employees and save them harmless from and against:
 - (i) any and all costs, expenses, claims or liability arising out of, related to or associated with the Flooring Alteration application process, the installation of the Flooring Alteration, the quality and standards of the work and materials and any certification errors, including legal costs as between a solicitor and his or her own client; and,
 - (ii) any damages to the strata lot, limited common property or common property arising out of or related to the installation of the Flooring Alteration or the failure to mitigate against unreasonable noise transference or the failure to comply with this Bylaw, including legal costs as between a solicitor and his or her own client;
- (h) assume responsibility for all current and future expenses related to the Flooring Alteration, including, without limiting the generality of the foregoing, noise mitigation steps, deficiencies, certifications, insurance, installation, disposal costs, repair, maintenance and replacement costs; and,
- (i) comply with any other conditions reasonably required in the opinion of the council.

(9) The council may grant written approval for a Flooring Alteration together with reasonable conditions to provide reasonable accommodation to a person with a disability or special needs.

Noise Mitigation:

(10) An owner or tenant must mitigate against unreasonable noise transference related to the flooring in a strata lot within a reasonable period of time after receipt of a written request from the council to that effect and for greater certainty, shall:

- (a) place appropriate sound absorbing pads on all furniture and sound systems resting on hard surface flooring located in his or her strata lot;
- (b) not walk or permit any occupant or visitor to walk on any hard surface flooring with hard soled shoes or high heeled shoes;
- (c) not drag or permit any occupant or visitor to drag furniture or other heavy objects across hard floor surfaces at any time;
- (d) avoid activities that cause unreasonable noise, such as, bouncing balls, dancing and stomping feet;
- (e) place area rugs or carpets on high traffic areas of the strata lot; and,
- (f) take other steps to mitigate against unreasonable noise transference which are necessary or advisable in the circumstances.

Grandfathering

(11) An owner who has hard surface flooring installed in all or a portion of his or her strata lot must register, in writing, with the Strata Corporation within forty five (45) days from the date of approval of this Bylaw and disclose the location and type(s) of

hard surface flooring installed. The flooring installations registered in this manner with the strata council will be grandfathered from the acoustical standards set out in Bylaw 32(8)(b)(i).

Remedies:

(12) An owner shall:

- (a) provide access to his or her strata lot within a reasonable period of time after receipt of a written request to permit the council and its authorized agents to conduct an inspection(s) and perform acoustical tests to determine whether the flooring and the underlay meets the applicable standards; and,
- (b) replace any underlay or hard surface flooring, excluding any flooring installed by the original developer, which does not meet applicable standards within a reasonable period of time after receipt of written notice from the council to that effect and pay all related costs including the testing, professionals, contractors, material costs, inspections, certifications, legal costs and any other related costs or expenses on a full indemnity basis.

(13) If an owner granted approval for a Flooring Alteration fails to comply with this Bylaw or any conditions of approval or conduct the work and correct any deficiencies within a reasonable period of time after receipt of written notice from the council to that effect, then the Strata Corporation may carry out the work on behalf of that owner and charge all related costs and expenses to that owner, and the owner shall indemnify and save the Strata Corporation harmless against any and all related costs and expenses, including legal costs, on a full indemnity basis.

(14) If the original flooring installed by the developer has been removed and replaced with materials which do not meet the acoustical standards set out in this Bylaw, then the owner shall take reasonable steps to mitigate against the transmission of unreasonable noise related to this deficiency. If mitigation steps fail to resolve unreasonable noise transference caused by the replacement flooring and if the acoustical standards do not meet the acoustical standards set out in subsection (11) hereto, then the owner must remove the flooring at his or her sole expense and replace same with flooring which meets the standards and the conditions set out this Bylaw and in particular Bylaw 32(8)(b)(i).

(15) If flooring was installed or constructed without approval from the council, or if the hard surface flooring is not registered contrary to subsection (11) hereto or if an owner violates this Bylaw or a condition of approval (the "Unauthorized Flooring Alteration"), then the owner shall correct, remove and/or restore the property as directed by the council, at the owner's sole expense, including legal costs, on a full indemnity basis.

(16) The notice from the Strata Corporation to an owner pursuant to subsections (13) – (15) shall be deemed to constitute a work order for the purposes of sections 83, 84 and 85 of the Act.

(17) Any costs or expenses payable by an owner to the Strata Corporation pursuant to this Bylaw, including legal costs on a full indemnity basis, shall be added to and

become part of the strata fees for that owner on the month next following the date on which the cost or expense was incurred and will become due and payable on the next due date of payment of monthly strata fees.

(18) The approval from the council of a Flooring Alteration does not imply any responsibility or liability to the Strata Corporation if the Flooring Alteration contravenes any laws and regulations, and all costs and actions required to remedy any contraventions will be the sole responsibility of the owner.

Garbage removal

33 (1) A Resident or tenant shall:

- (a) Remove all household garbage from his or her strata lot using securely tied bags to prevent access by animals or birds, and place it in the garbage chutes for collection;
- (b) only place household waste in the garbage containers;
- (c) place recyclables in separate containers from the other garbage in compliance with the local municipal bylaws and place in the designated area; and,
- (d) remove any garbage other than ordinary household refuse from the strata lot, limited common property or common property, at his or her expense, as soon as practically possible.

Parking and motor vehicles

34 (1) A Resident or his or her guests shall not exceed the speed limit of 10 km per hour on common property roadways.

(2) Parking location

- (a) A Resident or his or her guests shall only park motor vehicles in the parking space assigned to the Resident by the Strata Council.
- (b) The Strata Council has the sole authority to assign parking spaces and Residents are not permitted to rent, lease or re-assign parking spaces.
- (c) A Resident shall only permit his or her visitor(s) to park in the Resident's designated parking space;
- (d) A Resident shall, upon receipt of written notice from the Strata Council, remove vehicles from the common property or other designated parking areas to permit sweeping and/or snow removal services.

(3) Parking restrictions and prohibitions

- (a) A Resident or his or her visitor shall not:
 - i. back in to any parking space;
 - ii. use the car wash area for parking;
 - iii. park in fire lanes;
 - iv. park on the common property or the limited common property in a manner which may compromise the safety or security of the Residents;

- v. park a motor vehicle which is leaking oil or other fluids on the common property or in a designated parking space, and in the event of such leaks, an owner will be obliged at his or her own cost to clean up the leak and restore the common property to its original condition; or,
 - vi. perform any automobile repairs or repairs to other mechanical equipment on the common property or limited common property;
- (b) A Resident and their visitors shall not park the following on the common property or on limited common property without the prior written approval of the Strata Council, which may be granted subject to conditions:
- i. an uninsured or unlicensed vehicle, including cars, trucks, trailers and motorcycles;
 - ii. a motor home, recreational vehicle, trailer, camper, boat or any other commercial or recreational vehicle; and,
 - iii. a commercial vehicle including a transport truck, logging truck, dump truck, bus or other similar vehicle.

(4) Towing rights

- (a) The Strata Council shall provide written notice of any violation of this bylaw to the Resident and if the infraction is not corrected within 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.
- (b) 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.
- (c) The Resident who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, legal costs, as between a solicitor and his or her own client, and any other reasonable costs.

Insurance and insurance deductible

35 (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser for the purposes of determining full replacement value pursuant to section 149(4) (a) of the Act, and such appraisal shall be conducted at a time determined in the discretion of the Strata Council, provided that the time period between each appraisal does not exceed 5-years.

(2) For purposes of section 149(4) (b) of the Act, the Strata Corporation shall obtain adequate insurance for other major perils on an annual basis if such coverage is available and is economically feasible, including:

- (a) earthquake insurance;
- (b) sewer backup;
- (c) flood;
- (d) theft or misappropriation of funds; and,
- (e) Director's and Officer's Liability Insurance.

(3) Subject to the regulations, the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated and payable in accordance with sections 99(2) and 158(3) of the Act.

(4) Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159 of the Act.

Indemnity

36 (1) An owner shall reimburse the Strata Corporation for the expense of any maintenance, repair or replacement and for any loss or damage to that owner's strata lot, common property, limited common property or the contents of same if:

- (a) that owner is responsible for the 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;
 - ii. any member of the owner's family;
 - 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.

(2) For greater certainty, an owner shall be deemed to be responsible even if that owner is not negligent and such responsibility shall be construed on a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act, plus repair costs, legal costs on a full indemnity basis and other related costs or expenses not covered by proceeds from insurance.

(3) Without restricting the generality of the foregoing, an owner is responsible for:

- (a) any water escape damage from that owner's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment or fixture located in the owner's strata lot, including, but not limited to, the following:
 - i. dishwasher;
 - ii. refrigerator with ice/water dispensing capabilities;
 - iii. garburator;
 - iv. hot water tank;
 - v. washing machine;
 - vi. toilet, sink, bathtub and/or shower;
 - vii. air conditioner;

- viii. fish tank;
- ix. plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the Owner;
- x. fireplace; 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 and maintain.

(4) An owner shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his or her own client, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner.

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

(6) An owner should obtain and maintain an Homeowner Package insurance policy to cover:

- (a) the losses described in section 161 of the Act;
- (b) the deductible portion of the insurance claim against the Strata Corporation's insurance policy if that owner is responsible for the loss or damage that gave right to the claim; and,
- (c) any Alteration, betterments or changes to the buildings or fixtures built by the developer.

Authority to bring Small Claims Court actions

37 (1) Pursuant to section 171(4) of the Act, a $\frac{3}{4}$ vote of owners to bring a suit against an owner or other person to collect money owing to the Strata Corporation under the *Small Claims Act*, including money owing as a fine, is not required.

(2) The Strata Council is hereby authorized in its sole discretion to authorize legal proceedings in Small Claims Court to collect money owing without the requirement for a further vote or approval of the owners at a general meeting.

Full indemnity legal costs

38 (1) An owner in default of the payment of common expenses, strata fees, special levies, interest, fines, and any other amounts owing pursuant to the Act (the "Arrears") shall reimburse the Strata Corporation and save it harmless against any and all costs and expenses

required to collect such Arrears, including legal costs, comprising legal fees, taxes, disbursements and other related expenses, as between a solicitor and his or her own client or on a full indemnity basis.

(2) For purposes of section 133(2) of the Act, “reasonable costs of remedying the contravention” of the Strata Corporation’s bylaws or rules shall be interpreted to include, but not be limited to, legal costs, comprising legal fees, taxes, disbursements and other related expenses, as between a solicitor and his or her own client or on a full indemnity basis.

(3) Subject to the discretion of the Strata Council, any legal costs or expenses incurred by the Strata Corporation to collect any Arrears shall be charged to that owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the legal costs or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the date of payment of the monthly assessment.

Rental prohibition

39 (1) Pursuant to section 141 of the *Strata Property Act* and subject to any exemptions provided for under the said Act, the lease or rental of residential strata lots is prohibited.

Exemption procedure

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

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

Bylaw exemption to family or family members

- (3) (a) This bylaw does not apply to prevent the rental of a strata lot to a member of the owner's family.
- (b) “Family” or “Family Member” means a spouse of the owner, a parent or child of the owner, or a parent or child of the spouse of the owner.

- (c) "Spouse of the Owner" 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.

Hardship

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

Purpose of the rental prohibition bylaw

- (5) The Strata Corporation wishes to prohibit the rental of strata lots for the following reasons:
 - (a) to protect the preferred lifestyle of the community by encouraging Owner-occupation of the residential strata lots; and,
 - (b) to exclude speculators from purchasing strata lots for the purpose of rental and/or resale.

Rental disclosure statement exemption

- (6) Subject to the one-year grace period set out in 143(1) of the Act, if a strata lot has been designated as a rental strata lot on a Rental Disclosure Statement ("Designated Rental Strata Lot") and all the requirements set out in s. 139 of the Act have been met, this rental limitation bylaw does not apply to a Designated Rental Strata Lot until the earlier of:
 - (a) the date the strata lot is conveyed by the first owner of the strata lot other than the owner developer, and
 - (b) the date the rental period expires, as disclosed in the Rental Disclosure Statement.

Fines

(7) An owner who rents or leases a strata lot in contravention of this bylaw may be subject to a fine in the discretion of the Strata Council in an amount not to exceed \$500.00 for each 7-day period that the strata lot is rented in contravention of these bylaws.

Age restriction

40 (1) The Strata Corporation desires an Adult Oriented Complex due to the nature of the complex, having no facilities such as playgrounds or special rooms for children. This age bylaw is intended to prohibit persons under a particular age from living in a strata lot on a permanent basis.

(2) Each strata lot is reserved for the use and occupancy by a person who is nineteen 19 years of age or older.

(3) Visitors may stay in a strata lot who are under the age of 19 years for a period of time not to exceed 30 days in any calendar year. Additional visits may be permitted under special circumstances with the prior written approval of the Strata Council.

(4) An owner who permits a person to reside in his or her strata lot in contravention of this bylaw shall be liable to a fine in the amount of \$200.00 for each 7-day period that this bylaw is being violated.

Remedy for breach of rental and age bylaws

41 (1) A zero tolerance or strict compliance policy with respect to the Rental Prohibition Bylaw and the Age Restriction Bylaw set out in Bylaws 39 and 40 is required to ensure the desired lifestyle is achieved in the Strata Corporation. The Strata Corporation is directed to strictly enforce these bylaws against violating Owners and tenants.

(2) The Strata Council may in its sole discretion impose a fine for violations of the Rental Prohibition Bylaw and the Age Restriction Bylaw pursuant to Consolidated Bylaws 39(7) and 40(4).

(3) The Strata Corporation shall pursue a violation of the Rental Prohibition Bylaw and/or the Age Restriction Bylaw with all force of law, including, in addition to any other remedies available under law, an application to the Supreme Court to compel an Owner or tenant to comply with the bylaws. If a person occupies a strata lot in violation of these bylaws, the Strata Corporation reserves the right to request relief from the Supreme Court tantamount to an eviction order. Special costs or full indemnity of legal costs as between a solicitor and his or her client shall be payable to the Strata Corporation by a tenant or owner violating these bylaws.

Security and access to common property

42 (1) Residents are responsible for the safe and secure access to their individual strata lots, including securing doors and windows, and must be vigilant and mindful of safety and

security concerns when entering and exiting the common property, including ensuring that entranceways are securely closed after use.

(2) Residents must not grant entry to the building to any person other than persons known to be a Resident or an invitee of a Resident, including an employee, contractor or other person known to be performing services and/or deliveries to the strata lot.

(3) A Resident or owner, as the case may be, shall:

- (a) be responsible for the 3 front door keys issued to each owner, it being understood that these keys remain the property of the Strata Corporation;
- (b) notify the Strata Council immediately if a front door key is lost or stolen, and replacement keys will be provided at the expense of the owner;
- (c) any owner having their suite locks changed must ensure that they are made compatible to the master key; failing which, the owner shall be liable for any costs incurred in the event emergency access to his or her strata lot is necessary;
- (d) inform the Strata Council if the strata lot is to be unoccupied (or occupied by guests) for a period of more than 7 days;
- (e) be responsible for any property placed in or on common property, inside or outside, or in any storage room provided for the purpose.

(4) A Resident shall not:

- (a) leave any outside entrance in an open or unlocked position without the prior written approval of the Strata Council, and where such approval is granted, the Resident shall remain in constant supervision of that entrance;
- (b) permit access to peddlers, solicitors or salespeople for the purpose of door-to-door commercial solicitation; or,
- (c) permit solicitation except as required by the *Election Act* (Canada) and similar provincial legislation.

Sale of a strata lot and moving
Registered February 15, 2017 – CA6171113

43 (1) A Resident shall not place or cause to be placed any sign, notice, announcement or banner regarding the availability of a strata lot or announcing an open house without the prior approval of the Strata Council.

(2) Showing the strata lot to prospective purchasers or holding an open house may take place at reasonable times as stipulated by the Strata Council from time to time, provided that the Resident or his or her agent:

- (a) is in attendance at all times;
- (b) does not leave doors open and unattended; and,
- (c) accompanies prospective purchasers at all times while in the building.

(3) **Moving In or Moving Out (“Move”):** A Moves shall only be permitted between the hours of 8:00 a.m. and 8:00 p.m., Monday through Saturday, or at such other time as permitted, in writing, by the Strata Council and a Resident or his or her agent:

- (a) shall provide the Management Company with a minimum of 48 hours notice prior to the Move so that arrangements can be made for the elevator pads and the elevator lock-off key to be provided;
- (b) elevator pads and elevator lock-off key shall be provided to the Resident or his or her agent upon receipt of a refundable deposit of \$100 (the "Deposit") by way of a cheque made payable to The Owners: Strata Corporation VIS434 and provided to Strata Council. The Deposit shall be returned to the Resident or his or her agent upon completion of an inspection by a Strata Council member of the common property and the Strata Council member is satisfied that no damages have occurred to the common property;
- (c) shall be present during the entire duration of the move;
- (d) shall ensure that movers take all necessary steps to protect and prevent damage to the common property during the Move;
- (e) shall not obstruct the elevator doors with objects or furniture or physically prevent the operation of the elevator doors as damage could occur and limit use to other residents. The key lock is the only function permitted to hold the elevator doors open, and
- (f) shall not at any time leave the lobby entrance door open and/or unattended.

(4) If the common property is damaged as a result of moving in or out, the Strata Corporation may do what is reasonably necessary to repair such damage and the person who may be fined for the contravention shall be required to pay the reasonable costs of remedying the contravention, including payment of reasonable legal costs as between a solicitor and his or her own client.

Visitors and children

44 (1) Each owner or tenant or their agent is responsible for the conduct of visitors and children residing in their strata lot, including ensuring that noise is kept at a level that, in the sole determination of a majority of the Strata Council, does not unreasonably disturb or interfere with the rights of quiet enjoyment of other Residents and their visitors, or that does not violate the noise bylaws of the local jurisdiction, in force from time to time.

(2) Owners and tenants are responsible to ensure that their child or a child under their care and control is properly supervised at all times, including while bicycling, skateboarding, playing hockey or engaging in any other activity on the common property or limited common property.

Severability

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