

1. Contact

**C.D. Wilson Law Corporation
Barristers and Solicitors
630 Terminal Avenue North
Nanaimo BC V9S 4K2
250-741-1400**

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

VIS2213

THE OWNERS, STRATA PLAN VIS2213

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.

**Cora Darlene
Wilson RC2A62**

Digitally signed by
Cora Darlene Wilson RC2A62
Date: 2022-02-24
15:32:17 -08:00

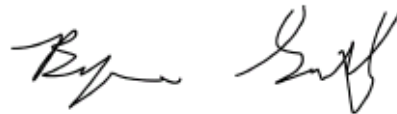
**Strata Property Act
FORM I
AMENDMENT TO BYLAWS**

(Section 128)

The Owners, **Strata Plan VIS 2213** *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 **February 17, 2022**

SEE ATTACHED


VP, Strata VIS 2213



Byron Smiley
Strata President
VIS2213

Signature of Council Member

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

1 - Electronic general meetings

- (1) The strata corporation 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 by 25% of the strata corporation's votes pursuant to Consolidated Bylaw 12(4), including by telephone conference call, video conferencing or any other electronic means, so long as all authorized participants and eligible voters may communicate with each other during the meeting either through an electronic platform or teleconference.
- (2) If an annual or special general meeting is held by electronic means, eligible voters are deemed to be present in person or by proxy.
- (3) An authorized participant means an agent of the Strata Corporation including a strata manager, legal counsel, insurance agent, CHOA representative or any other person authorized by council to attend prior to the meeting.

Person to chair electronic meeting

- (4) Annual and special general meetings held by electronic means must be chaired by the president of the council.
- (5) 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.
- (6) If neither the president or 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.
- (7) The secretary of the council shall prepare the minutes of the electronic meeting.
- (8) 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 chairperson.
- (9) The chairperson may appoint authorized participants or eligible voters to assist with practice and procedure during the electronic meeting.

2 - Participation by other than eligible voters at electronic meeting

- (1) 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

- 3 (1) 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 or any other method that confirms eligible voters present in person or by proxy.

- (2) 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.
- (3) The resolutions and the outcome of a vote on a resolution must be announced by the chair and recorded in the minutes of the meeting.
- (4) If a precise vote is requested, the chair must decide whether the vote will be by roll call or some other method.
- (5) 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.
- (6) 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.
- (7) Notwithstanding any other bylaw, a vote may not be conducted by secret ballot at an electronic annual or special general meeting.
- (8) The votes on a resolution at an electronic meeting may be cast by eligible voters using any one of the following voting methods:
 - (a) email to a designated email address during a designated voting window;
 - (b) show of voting cards if visual electronic communication is available;
 - (c) call of the roll;
 - (d) hand delivery of the ballots to a designated location;
 - (e) any other electronic method that identifies votes of eligible voters
- (9) 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.
- (10) After the voting window is closed at the meeting:
 - (a) the total number of votes cast by the registered eligible voters on each resolution will be calculated;
 - (b) 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,
 - (c) the outcome of the vote must be recorded in the minutes of the meeting.
- (11) The Strata Corporation must keep all ballots and proxies for an electronic annual or special general meeting for a period of two (2) years, or as otherwise determined by the eligible voters by majority vote, after which they will be destroyed.

Order of business for electronic meeting

- 4 (1) The order of business at annual and special general meetings held by electronic means is as follows:
 - (a) Register eligible voters and certify proxies;
 - (b) verify eligible voters present in person or by proxy and participating in the meeting by calling the roll;
 - (c) call the meeting to order;
 - (d) establish and announce quorum;
 - (e) elect a person to chair the meeting, if necessary;
 - (f) report the method of notice of the meeting;
 - (g) approve the agenda;
 - (h) review procedures and voting methods for the meeting;
 - (i) approve minutes of the previous annual or special general meeting;
 - (j) review reports that relate to the order of business;
 - (k) ratify any new rules made by the strata corporation under section 125 of the *Act* included in the notice of meeting;
 - (l) report on insurance coverage as part of an electronic annual general meeting in accordance with section 154 of the *Act*;
 - (m) approve the budget for the coming year in accordance with section 103 of the *Act*, if the meeting is an electronic annual general meeting;
 - (n) deal with new business and resolutions, including any matters about which notice has been given under section 45 of the *Act*;
 - (o) confirm the method for electing council;
 - (p) conduct balloting and vote on agenda items, resolutions and/or elect a council, as applicable, using the voting methods adopted for the meeting;
 - (q) terminate the meeting.
- (2) The order of business at an annual or special general meeting set out in subsection (1) may be changed by a majority vote at the meeting.

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.

**Cora Darlene
Wilson 7D69UQ**

Digitally signed by Cora Darlene Wilson
7D69UQ
DN: c=CA, cn=Cora Darlene Wilson
7D69UQ, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=7D69UQ
Date: 2017.02.28 13:38:18 -08'00'

- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

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

Deduct LTSA Fees? Yes

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

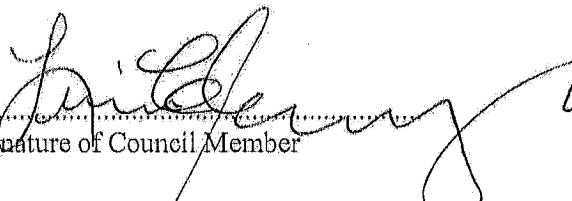
LTO Document Reference:


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

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

The Owners, **Strata Plan VIS 2213** *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 *February 20, 2017*

SEE ATTACHED


.....
Signature of Council Member *LINDA SOLOSKY*


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

**SCHEDULE OF
CONSOLIDATED BYLAWS**

**THE OWNERS, STRATA PLAN VIS 2213
VICTORIA, BC
SOVEREIGN**

**PREPARED BY
CORA D. WILSON, J.D.**

**WILSON McCORMACK LAW GROUP
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630 TERMINAL AVENUE NORTH,
NANAIMO, B.C. V9S 4K2
(250) 741-1400**

**BYLAWS OF
THE OWNERS, STRATA PLAN VIS2213
The Sovereign, Victoria, BC**

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PREAMBLE:

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

Unless otherwise stated, all terms have the same meaning as defined in the *Strata Property Act*, S.B.C. 1998, c. 43. For the purposes of these bylaws, a “**Resident**” means collectively, an owner, tenant and occupant and “**Residents**” means collectively owners, tenants and occupants.

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

**SCHEDULE OF BYLAWS OF
THE OWNERS, STRATA PLAN VIS2213
Victoria, BC**

WHEREAS The Owners, Strata Plan VIS2213 (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 Land Title Office shall be repealed except for the following:
 - a. the smoking prohibition bylaw filed in the Victoria Land Title Office on April 1, 2014 under Instrument No. CA3657693 which shall be amended by Consolidated Bylaw 32(3)-(5); and,
 - b. the pet bylaw 3(4) filed in the Victoria Land Title Office on March 4, 2016 under Instrument No. CA5025395 (the “Historical Pet Bylaw”) which shall be retained for grandfathering purposes and amended by Consolidated Bylaw 31;
- (b) the statutory Standard Bylaws shall be repealed; and,
- (c) the following bylaws shall be deemed to be the bylaws of the Strata Corporation:

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 banking charges incurred by the Strata Corporation as a result of a payment being dishonoured by the owner's financial institution will be charged back to the owner in addition to any fine levied by the Strata Corporation.
- (4) If the Strata Corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the Strata Corporation for the full amount of the actual costs incurred by the Strata Corporation, including legal costs on a full indemnity basis.

Interest charges

- 2 (1) The Strata Corporation may charge an owner who is late paying his or her strata fees or special levy interest at the rate of 10% per annum, compounded annually.
- (2) 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 who has the use of limited common property must repair and maintain that limited common property, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (3) A Resident must shut off all sources of continuously flowing water such as a toilet, dishwasher, washing machine or any other similar type of appliance or equipment when leaving the strata lot unoccupied for a period of seventy two (72) hours or more.

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, security risk, or hazard to another person;
 - (b) causes unreasonable noise or unreasonably disturbs other Residents at any time, and in particular, between the hours of 11:00 p.m. and 7:00 a.m.;
 - (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 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) A Resident or visitor must not do or permit anything to be done that contravenes any statute, ordinance or bylaw of any federal, provincial or municipal government authority or any other law.

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, email address or mailing address outside the strata plan, if any, vehicle license plate number(s) and may provide emergency contact information.
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name, strata lot number, email address, if any, and vehicle license plate number(s).

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

- 6** (1) An owner must obtain the written approval of the 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, 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) common property, including limited common property;
 - (h) those parts of the strata lot which the Strata Corporation must insure under section 149 of the *Act* including major interior alterations, but excluding cosmetic changes, such as interior painting, hanging pictures and other interior decorative changes where permission is not required;
 - (i) hard surface flooring changes within a strata lot;
 - (j) wiring, plumbing, piping, heating, air-conditioning and other service facilities; or,
 - (k) common assets.
- (2) Before proceeding with the Alteration, an owner must obtain written approval from council to the Alteration application containing the following :
- (a) details of the proposed Alteration including the nature of the changes, plans, specifications, a site plan and the proposed dimensions, materials, colours and finishings;
 - (b) proposed acoustical standards for hard surface flooring; and,

- (c) any other documents or information that the council may reasonably require.
- (3) A $\frac{3}{4}$ vote of owners at a general meeting is required pursuant to section 71 of the *Act* as a condition of approval if the council determines that the Alteration constitutes a significant change to the use or appearance of common property or land that is a common asset.
 - (4) The council may approve an Alteration, subject to the owner complying with one or more of the following conditions of approval:
 - (a) execute an Alteration & Indemnity Agreement satisfactory to council;
 - (b) carry out the work using licensed qualified contractors and professionals;
 - (c) provide council with valid permits required by the authority having jurisdiction;
 - (d) perform the work in a good and workmanlike fashion and pursuant to applicable buildings codes, applicable standards and laws;
 - (e) complete the work within a reasonable time frame;
 - (f) perform the work during the hours of 8:00 a.m. and 6:00 p.m.;
 - (g) obtain and maintain appropriate insurance for the Alteration;
 - (h) rectify deficiencies in a timely fashion;
 - (i) indemnify the Strata Corporation, its council, authorized agents and employees and save them harmless against any costs, expenses, claims or liability, present or future, whether known or unknown, related to the Alteration, application process, work, defects, permits, resultant damage, liens or otherwise, including legal costs on a full indemnity basis;
 - (j) assume responsibility for costs related to the Alteration, including construction, insurance, repair, maintenance and replacement costs;
 - (k) notify subsequent purchasers of the strata lot of the terms of the Alteration & Indemnity Agreement and require the purchaser to agree, in writing, to the terms of the Agreement, failing which the owner will remove the Alteration at his or her expense; and,
 - (l) any other conditions required in the opinion of council.
 - (5) The council may grant written approval for an Alteration with or without conditions to provide reasonable accommodation to a person with a disability.
 - (6) If an existing Alteration requires replacement, the owner must obtain the prior written approval of council in accordance with this bylaw.
 - (7) If an Alteration has been installed or constructed in violation of these bylaws ("Unauthorized Alteration"), then the owner at his or her expenses shall correct, remove and/or restore the property as directed by council.
 - (8) If an owner fails to conduct repair, maintenance, removal or other work within the time stipulated in a written notice from council to that effect, then the Strata

Corporation may carry out the work and charge all related costs to that owner and the owner shall be responsible to reimburse the Strata Corporation for all such costs, including legal costs on a full indemnity basis.

- (9) The notice from the Strata Corporation to perform work shall constitute a work order for the purposes of sections 83, 84 and 85 of the *Act*.
- (10) An owner in contravention of this bylaw may be subject to any available remedy under law including one or more of the following:
 - (a) a stop work order, rectification order, demand for costs or fines from the Strata Corporation;
 - (b) an order from a court or tribunal to:
 - (i) stop work;
 - (ii) remove the Alteration and restore the property to its original condition, including clean up and restoration costs;
 - (iii) pay costs, expenses and fines on a full indemnity basis; or,
 - (iv) other relief.

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 fails to provide access after the expiry of reasonable notice to that effect or in an emergency situation where notice is not required, shall be responsible for any damages related to such failure and the costs of the Strata Corporation to compel access, including 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) chimneys, stairs, balconies, patios and other things attached to the exterior of a building;
 - (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, balconies and yards;
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies, patios and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and,
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

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 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) Only one person is eligible to run for election as a council member at any one time with respect to a particular strata lot.

- (4) No person shall stand for council or continue to be on council if the Strata Corporation is entitled to register a lien against that person's strata lot under section 116(1) of the *Act*.
- (5) If a council member is unable to continue to be on council pursuant to subsection (4), then that council member is deemed to have resigned for the purposes of these bylaws and the remaining members of the council may replace that member pursuant to bylaw 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.
- (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, a treasurer and a privacy officer.

- (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 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 four (4) weeks after the request.
 - (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one (1) week after the hearing.

Quorum of council

- 16**
- (1) A quorum of the council is:
 - (a) 2, if the council consists of 2, 3 or 4 members;
 - (b) 3, if the council consists of 5 or 6 members; and,

- (c) 4, if the council consists of 7 members.
- (2) Subject to any bylaws to the contrary, council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 17**
- (1) The council may meet together for the conduct of business, adjourn, and otherwise regulate its meetings as it sees fit.
 - (2) At the option of 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 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*;
 - (c) in camera council meetings; or,
 - (d) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings & email votes

- 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 vote on a resolution may be conducted by email subject to the following conditions:
 - (a) all council members must respond to the request for an email vote by voting in favour of the resolution, voting against the resolution or abstaining and this vote shall be delivered to the Strata Corporation email address as soon as practically possible after the date of the request; and,
 - (b) the vote taken by email shall be recorded in the council minutes and distributed to the owners as soon as feasible.

- (5) If a council meeting is held by email council members are deemed to be present in person and notice of the meeting is deemed to have been waived if a decision is made.

Council to inform owners of minutes & notice procedures

- 19** (1) The council must inform owners of the minutes of all council meetings and email votes within 2 weeks of the meeting, whether or not the minutes have been approved, by making the minutes available for viewing at the Strata Corporation's office and circulating same via email to those owners who consent in writing to this method of delivery and by any other delivery method set out in section 61 of the *Act* for the remaining owners.

Notice by email to the Strata Corporation

- (2) For purposes of section 63 of the *Act*, the email address of the Strata Manager from time to time shall be used for email communications required or permitted to be given under the *Act*, bylaws or rules to the Strata Corporation, including correspondence, notices, records or documents.
- (3) Email inquiries will be processed at the next scheduled council meeting, excluding a request for a hearing pursuant to section 34.1 of the *Act*, which will be addressed as soon as practically possible.
- (4) Every application, complaint or notice to council for its consent or consideration must be in writing and delivered to the council in compliance with section 63(1) of the *Act*. The council is not required to deal with a matter brought to its attention in any other manner.

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.

Unapproved expenditures

- (3) 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.
- (4) Pursuant to subsection 98(2) of the *Act*, the expenditure may be made out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is \$25,000.00 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 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.

Indemnity of council member

- (4) Each council member shall be indemnified and saved harmless by the Strata Corporation against any and all liability and costs, including legal costs on a full indemnity basis, for any acts or omissions while he or she was carrying out his or her duties as a member of the council.
- (5) Notwithstanding subsection (4), there shall be no indemnity if a 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** (section 135 of the *Act*)
- (a) The council must not impose a fine for a contravention of a bylaw or rule, require a person to pay the costs of remedying a contravention or deny a person the use of a recreation facility 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 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 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.
- (4) The Strata Corporation may fine an owner if a bylaw or rule is contravened by the owner, the owner's tenant, occupant or visitor.
- (5) The Strata Corporation may fine a tenant if a bylaw or rule is contravened by the tenant or the tenant's occupant or visitor.
- (6) 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.
- (7) 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*.

Remedy a contravention

- (8) The Strata Corporation may do what is reasonably necessary to remedy a contravention of the bylaws or rules, including:

- (a) doing work on or to a strata lot, the common property or common assets; and/or,
 - (b) removing objects from the common property or common assets.
- (9) Subject to compliance with section 135 of the *Act*, 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, and reasonable costs shall be deemed to include legal costs on a full indemnity basis.

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 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 the council must be held by secret ballot if the secret ballot is requested by an eligible voter, and any other vote must be held by secret ballot if the chair decides to hold a secret ballot or if a secret ballot is requested by a majority vote at the meeting.
- (7) An owner attending a general meeting by electronic means waives his or her right to vote by secret ballot.

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) 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.

Governance provisions

29 Quorum

- (1) Business must not be conducted at an annual or special general meeting of the Strata Corporation unless a quorum is present.

- (2) A quorum for an annual or special general meeting of the Strata Corporation is 1/3 of the eligible voters of the Strata Corporation, present in person or by proxy.

Quorum for annual or special general meeting

- (3) 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 members, and in any other case, the meeting stands adjourned to 30 minutes from the time appointed for the meeting, and if at the end of that time a quorum is still not present, the eligible voters present in person or by proxy shall be deemed to constitute a quorum until the meeting is terminated.

Eligible voters, strata arrears and quorum

- (4) 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.
- (5) If a vote for a strata lot may not be exercised pursuant to subsection (4) 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*.

Timing for annual general meeting

- (6) An annual general meeting of the Strata Corporation must be held no later than 2 months after the Strata Corporation's fiscal year end.

Electronic attendance at meetings

- (7) 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.
- (8) 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.

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 or more of the following:
- (a) a reasonable number of fish or other small aquarium animals provided that the aquarium does not exceed 10 gallons of capacity;
 - (b) up to 3 small caged mammals;
 - (c) up to 2 caged birds;
 - (d) up to 2 cats or 2 dogs or one cat and one dog;
 - (e) a dog certified under the *Guide Dog and Service Dog Act*;
 - (f) a living assistance pet approved in writing by council with or without conditions based on satisfactory medical evidence to comply with the *Human Rights Code*;
 - (g) a pet living with a Resident in compliance with the Historical Pet Bylaw at the time this bylaw is passed and which continues to live there after this bylaw is passed.
- (2) Subject to subsection (1), all other wild, exotic, domestic or household pets are prohibited in a strata lot or on the common property, including limited common property (a “Prohibited Pet”).
- (3) A Resident must:
- (a) register his or her pet with the council;
 - (b) provide council with a recent picture of the pet; and,
 - (c) attach a collar to a dog, cat or small mammal to identify the owner.
- (4) If, in the opinion of the council, a pet,
- (a) causes a nuisance;
 - (b) constitutes a danger to any person;
 - (c) unreasonably disrupts the quiet enjoyment of other occupants;
 - (d) causes unreasonable noise; or,

- (e) causes unreasonable damage to a strata lot, the common property or limited common property;

then council may require that the removal of that pet from the Strata Corporation if the pet is found to be problematic on not less than 3 separate occasions (“Problematic Pet”) or the pet is found to be dangerous on one occasion (“Dangerous Pet”).

- (5) An owner or tenant shall remove or cause to be removed a Prohibited Pet, Problematic Pet or a Dangerous Pet from the Strata Corporation within the time stipulated in a written demand to that effect.
- (6) A Resident or a visitor shall:
 - (a) ensure that dogs are under control and on a leash at all times while on common property or on land that is a common asset;
 - (b) promptly clean up pet excrement and dispose of same in a sanitary manner; and,
 - (c) not leave a dog tied up or unattended at any time while on the common property or limited common property.
- (7) An owner is responsible for the actions of his or her pet(s) and the pet(s) of his or her tenants, occupants and visitors. A tenant is responsible for the actions of his or her pet(s) and the pet(s) of his or her occupants and visitors.
- (8) An owner or tenant in violation of this bylaw may, in addition to fines, be subject to any remedy available to the Strata Corporation under law, including but not limited to fines.

Use of the strata lot, limited common property and common property

32 (1) Use prohibitions on strata lot, limited common property & common property

A Resident or visitor shall not:

- (a) use a patio or balcony for purposes of ingress or egress to or from the building, except in the event of an emergency;
- (b) place or permit a lock box on the common property and must instruct realtors and other authorized persons to use the secure “keybox housing” system located at the front door to access the building;
- (c) conduct an open house except during the hours of 7:00 a.m. to 9:00 p.m. daily provided that invitees are accompanied by a Resident or his or her authorized agent while on common property or limited common property and security of the building is maintained at all times;
- (d) use the common property or limited common property for the purpose of conducting a yard sale, flea market, vehicle sales or other similar services;
- (e) place or install a hot tub on the strata lot, limited common property or common property;
- (f) have a water bed, steam shower or a jetted tub in a strata lot;

- (g) have a real or live Christmas tree in a strata lot (artificial Christmas trees are permitted);
- (h) attach festive lighting to the external walls or roof using nails, screws and staples;
- (i) 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;
- (j) hang laundry, washing, towels, bedding, clothing or other articles on the common property or the limited common property;
- (k) throw any items or shake or wring mops or dusters from patios, balconies, decks, windows, doors or any other portion of the strata lot, common property or the limited common property;
- (l) 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;
- (m) use a deck, patio or balcony for storage of items, except for a barbeque, freestanding and self-contained planter boxes, and summer patio furniture and accessories;
- (n) use a barbeque on a patio, deck or balcony unless an operable fire extinguisher and drip mat are readily available at all times during usage;
- (o) permit water from watering plants or washing a deck, patio or balcony to overflow onto another deck, patio or balcony;
- (p) permit the patios or balconies to become unsightly, unsanitary or untidy;
- (q) do or permit anything to be done that may cause damage to plants, flowers, lawns or other landscaped common areas; and,
- (r) 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 council and signage permitted under the *Canada Elections Act*.

Restrictions requiring prior approval of council

- (2) A Resident shall obtain the prior written approval of the council before:
 - (a) installing or placing an awning, aerial, satellite dish, antenna, satellite signal receiving device, air conditioning unit or any other item on the exterior building envelope, railings, deck, patio or balcony, common property or the limited common property;

- (b) changing the hard surface flooring in a strata lot and any such flooring must meet or exceed the acoustical standards and other conditions imposed by council;
- (c) temporarily shutting off the water to perform plumbing work; and,
- (d) changing the colour of the exterior of a building, including patios, decks and balconies.

Smoking prohibition bylaw

- (3) A Resident or visitor is prohibited from smoking in the following areas:
 - (a) inside a strata lot;
 - (b) on a patio, deck or balcony;
 - (c) within three (3) metres of an exterior door, window or air intake; and,
 - (d) on the interior the building, including foyers, hallways, elevators, stairs, parking garage, storage locker areas, common rooms and other interior common areas.
- (4) “Smoking” for the purposes of this bylaw, means releasing into the air gases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term “Smoking” includes, but is not limited to, tobacco smoking, smoking using electronic vapors, marijuana smoking, crack cocaine smoking and other similar substances.
- (5) An owner is responsible to ensure that his or her tenants, occupants, visitors and invitees comply with this bylaw. A tenant is responsible to ensure that his or her occupants, visitors and invitees comply with this bylaw.

Use of bicycle compound

- (6) An owner or tenant using the bicycle compound shall:
 - (a) apply for usage of a bike rack and seek the prior approval of council before using the bicycle compound;
 - (b) only park or store a non-motorized bicycle in the bicycle compound;
 - (c) not duplicate or change the key to the bicycle compound or provide same to an unauthorized person;
 - (d) return any bicycle compound key, including additional keys, to the Strata Corporation upon the request of council, when vacating a strata lot or when no longer required;
 - (e) forthwith notify the Strata Corporation if a key is lost or stolen; and,

- (f) pay the cost to replace a lost or stolen key, including costs to re-key the lock and redistribute keys for the bike compound if council believes that such action is necessary to ensure security.

Resident obligations

- (7) A Resident shall:
 - (a) comply with all fire regulations applicable to the Strata Corporation;
 - (b) keep the balconies, decks and patios in a neat, tidy and clean condition at all times; and,
 - (c) report forthwith to the council or a person designated by it, any accident or injury, insect infestation or failure of water pipes, toilet, drains, fixtures, electrical wires or other fixtures located on the strata lot or common property, including limited common property.

Short Term Occupancy & Licence Restriction

- (8) A Resident shall not:
 - (a) use or permit his or her strata lot to be used for any purpose other than as a single family dwelling unit;
 - (b) operate a home based business from a strata lot, excluding a business which does not generate traffic or client attendances at the strata lot;
 - (c) use the strata lot for commercial, retail or non-residential purposes; and,
 - (d) permit a person to occupy all or a portion of his or her strata lot pursuant to a short term occupancy or a licence arrangement and for greater certainty, the following occupancies are prohibited: Airbnb, hotel like occupancy, vacation rental, bed and breakfast, house swap, time share, student home stay, roommate or any other similar type of occupancy arrangement.
- (9) Short term occupancy is defined as the rental of all or a portion of a strata lot on a short term or a transient basis for a period of approximately thirty (30) consecutive days or less.

Moving fee

- 33** (1) A move-in and a move-out fee of one hundred dollars (\$100.00) for each move with furniture or twenty dollars (\$20.00) per move with no furniture will be paid by the owner or tenant to the Strata Corporation before the scheduled date of the move.
- (2) An owner or tenant shall provide the Strata Corporation with at least seven (7) days' notice prior to moving in or out of a strata lot to book the elevator and make arrangements for the elevator key.
- (3) A Resident shall only move in, move out or schedule deliveries during the hours of 8:30 a.m. to 5:30 p.m. daily and a Resident or his or her agent must be present at all times during the move.

- (4) A Resident or his or her agent must ensure during a move or delivery that:
- (a) security of the building is maintained at all times;
 - (b) elevator pads and appropriate blankets are used at all times to protect the elevator and common hallways from damage;
 - (c) entrances to the building and locked common property doors are closed and locked after usage;
 - (d) an authorized person remains stationed at the entrance door or at common property doors at all times when such doors are left unlocked or propped open during the move or delivery;
 - (e) all personnel involved in the move or delivery:
 - (i) are accompanied to and from the strata lot; and,
 - (ii) are supervised at all times while on the common property or the interior of a building.

Garbage removal

- 34** (1) A Resident shall:
- (a) remove all household refuse from his or her strata lot to an area designated by the council for collection;
 - (b) only place household waste in the garbage containers;
 - (c) properly wrap all garbage in garbage bags and place it in containers located at the garbage collection area;
 - (d) securely cover or tie receptacles or bags containing refuse for collection to prevent access by animals or birds;
 - (e) place recyclables in separate containers and dispose of the same in compliance with the municipal recycling program; and,
 - (f) remove any garbage other than ordinary household refuse such as furniture, electronics and household goods from the limited common property or common property, at his or her expense, as soon as practically possible.

Parking and motor vehicles

- 35** (1) A Resident and visitor must not:
- (a) exceed the speed limit of 10 km per hour on common property roadways; and,
 - (b) exit the driveway without first ensuring that the gate has fully closed behind him or her.

Parking location

- (2) A Resident shall:

- (a) only park motor vehicles or bicycles in areas designated or assigned by council for such purpose;
- (b) return parking garage door openers to the Strata Corporation upon the sale, lease or other disposition of a strata lot or upon the request of council;
- (c) forthwith report any lost or stolen garage door openers to council and reimburse the Strata Corporation for any replacement costs; and,
- (d) not rent or lease a parking space to a non-resident of the building.

Visitor Parking in the Parkade

- (3) A visitor shall:
 - (a) not park in a designated visitor's parking spot located in the underground parkade for a period exceeding 72 hours in a calendar month without the prior written permission of council; and,
 - (b) clearly display a designated "Visitor" permit in the vehicle window at all times while parked in a visitor's parking spot.

Parking restrictions and prohibitions

- (4) A Resident or their visitor shall not:
 - (a) park on the common property, except for the purpose of dropping off and picking up;
 - (b) park in fire lanes;
 - (c) park a commercial vehicle including a transport truck, logging truck, dump truck, bus or other similar vehicle on the common property except when used for the provision of services for the benefit of the Strata Corporation or a strata lot;
 - (d) park on the common property or the limited common property in a manner which may compromise the safety or security of the Residents;
 - (e) park a motor vehicle which is leaking oil or other fluids on the common property or in a parking space, and if such leakage occurs, the owner or tenant is responsible for the clean-up within the time provided in a notice to that effect from council failing which the Strata Corporation may conduct the clean-up and charge back the related costs to the responsible owner or tenant;
 - (f) carry out major repairs to a motor vehicle or other mechanical equipment on limited common property or on common property except in the case of an emergency;
 - (g) park or drive a propane vehicle in the underground parkade;
 - (h) use a parking stall for any purpose other than the parking of one motor vehicle and/or a bicycle that fits within the dimensions of the parking stall; and,
 - (i) use a motor vehicle as a storage facility.

- (5) 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 council, which may be granted subject to conditions:
- (a) an uninsured, unregistered or unlicensed vehicle, including cars, trucks, trailers and motorcycles and approval shall be subject to the owner at all times maintaining and displaying appropriate storage insurance on the vehicle; and,
 - (b) a motor home, recreational vehicle, trailer, camper, boat or any other recreational vehicle.

Towing rights

- (6) The 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 council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw.
- (7) 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.
- (8) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, legal costs, on a full indemnity basis, and any other reasonable costs.

Rental of an additional parking space

- (9) An owner or tenant may apply to the Strata Corporation to rent an additional common property parking space.
- (10) Subject to availability, the Strata Corporation may grant an owner or tenant permission to use a second common property parking space pursuant to section 76 of the *Act* for a period of not more than one year and permission may be granted subject to conditions.
- (11) Permission may be renewed for a different period of time or subject to different conditions.
- (12) The council shall address applications, including renewal applications, for an additional parking space on a first come, first served basis based upon the date and time of receipt of an application by the Strata Corporation.
- (13) An owner or tenant granted permission to rent or to re-rent a second parking space shall:
 - (a) pay a monthly user fee in the amount of \$25.00 to the Strata Corporation commencing on the first day of each month of the rental period; and,
 - (b) provide the Strata Corporation with monthly consecutive post-dated cheques representing the parking space user fee or enter into a preauthorized debit agreement.

- (14) An owner or tenant renting a second parking space for a portion of a month shall pay a daily per diem rate for that month.
- (15) Any permission to rent a second parking space may be cancelled by the Strata Corporation by giving the owner or tenant reasonable written notice of the cancellation.

Insurance and insurance deductible

- 36**
- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Act*, and such appraisal shall be conducted at a time determined in the discretion of the council, provided that the time period between each appraisal does not exceed 3 years.
 - (2) For purposes of section 149(4)(b) of the *Act*, the Strata Corporation shall obtain adequate insurance for other major perils on an annual basis if such coverage is available and is economically feasible, including:
 - (a) earthquake insurance;
 - (b) sewer backup;
 - (c) flood;
 - (d) theft or misappropriation of funds; and,
 - (e) Director's and Officer's Liability Insurance.
 - (3) 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 expenditures 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

- 37**
- (1) An owner shall reimburse the Strata Corporation for the expense of any repair, replacement, loss or damage to a strata lot, common property, limited common property or the contents of same if that owner or his or her occupants, pets, visitors, employees, contractors, agents, tenants or invitees is responsible, but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy.
 - (2) An owner shall be deemed to be responsible even if that owner is not negligent for purposes of:
 - (a) payment of the insurance deductible pursuant to section 158(2) of the *Act* where Strata Corporation insurance is available; or,
 - (b) the costs to repair damage to a strata lot if:

- (i) the repair costs are less than the amount of the deductible; or,
 - (ii) the repair costs are more than the amount of the deductible and insurance is not available.
- (3) Without restricting the generality of the foregoing, an owner is responsible for:
- (a) any water escape or related damage from any appliance, fixture, equipment or other similar item located in that owner's strata lot and accessible to that owner;
 - (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; and,
 - (d) any vicarious liability, loss or damage related to the consumption of alcohol on common property by that owner or his or her occupants, visitors, employees, contractors, gents, tenants or invitees.
- (4) An owner shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to common property or limited common property, including legal costs on a full indemnity basis, if the owner, or his or her tenants, occupants or pets is responsible for the damage, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy.
- (5) A Resident is advised to obtain a personal insurance policy covering items set out in section 161 of the *Act*, including but not limited to the following: personal property, liability, betterments to the strata lot, alterations for which the owner is responsible, living-out expenses, perils not included or covered by the Strata Corporation policy and the insurance deductible portion of the insurance claim against the Strata Corporation's insurance policy if the owner is responsible for the loss or damage that gave right to the claim.

Division 8 – Small Claims

Authority to bring Small Claims Court Action

- 38**
- (1) Pursuant to section 171 of the *Act*, the council, on behalf of the Strata Corporation may commence a proceeding under the *Small Claims Act* against an owner or other person to collect money owing to the Strata Corporation without a $\frac{3}{4}$ vote of owners.
 - (2) The council is authorized to commence legal proceedings in the Small Claims Court against an owner or other person to collect money owing to the Strata Corporation including money owing as a fine.

Full indemnity legal costs and indemnity

- 39**
- (1) An owner who has failed to pay common expenses, strata fees, special levies, interest, fines, or any other amount owing (the “Arrears”) shall reimburse the Strata Corporation the actual costs incurred to collect such Arrears, including legal costs 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 means legal costs on a full indemnity basis.
 - (3) The Strata Corporation shall charge back the actual legal costs for the Arrears or the reasonable costs of remedying the contravention to the responsible owner or tenant and such amount shall be deemed to be due and payable by the responsible owner or tenant on the first of the following month following the date that the expense was incurred, whether paid or not.

Privacy policy

- 40**
- (1) The Strata Corporation is committed to protecting the personal information of Residents.
 - (2) The Strata Corporation collects personal information for the following reasons:
 - (e) to identify and communicate with the Residents;
 - (f) to process payments;
 - (g) to respond to emergencies;
 - (h) to ensure the orderly management of the Strata Corporation;
 - (i) to comply with legal requirements imposed by the *Act* and other applicable laws; and,
 - (j) to authorize the use of video and other surveillance to ensure the safety and security of the Strata Corporation’s Residents and their visitors.
 - (3) Typically, the Strata Corporation collects the following information from or about Residents:
 - (a) names, addresses, emails, phone numbers and vehicle licence plates, as applicable;
 - (b) banking or credit card information;
 - (c) emergency contact information;
 - (d) names of family members living with an owner or occupying a strata lot;
 - (e) debts owed to the Strata Corporation by an owner;
 - (f) vehicle description/license plates; and,
 - (g) pet information.

- (4) Except where the Strata Corporation is legally authorized or consent is otherwise not required, the Strata Corporation will seek consent from a Resident before collecting, using or disclosing personal information.
- (5) Consent is not required in the following circumstances:
- (a) collection of information pursuant to the *Act* or any other law;
 - (b) collection, use or disclosure of personal information of an employee of the Strata Corporation to establish, manage or terminate the employment relationship provided that the employee is notified of the collection, use or disclosure;
 - (c) recording the name and unit number or strata lot number of :
 - (i) the mover or seconder to a motion at a general meeting, unless that person withdraws his or her consent in which case he or she will not be permitted to move or second a motion;
 - (ii) a person attending as a visitor at a council meeting; and,
 - (iii) a council member who is not in attendance at a council meeting;
- (6) The Strata Corporation will not collect, use or disclose personal information of a Resident except for the identified purposes set out in this bylaw or as otherwise permitted by law without the Resident's consent which may be given either orally or in writing.
- (7) Consent will be implied when the purpose of collecting, using or disclosing personal information is considered obvious and the Resident voluntarily provides his or her personal information for that obvious purpose.

Electronic recording

- (8) A person shall not electronically record a council meeting using an audio and/or visual recording device of any kind, unless the council authorizes such a recording by a majority vote of those council members present at the beginning of that meeting.
- (9) A person, including the Strata Corporation, shall not electronically record a general meeting using an audio and/or visual recording device of any kind, unless the owners approve such a recording by a majority vote of eligible voters present at the meeting in person or by proxy at the time the vote is taken.
- (10) Upon receipt of a written request from an authorized person, the Strata Corporation may disclose letters forming the subject matter of a complaint under the *Act* or the bylaws to a person who is the subject matter of that complaint.
- (11) The Strata Corporation will only collect, use or disclose the personal information that is necessary to fulfill the identified purposes set out in this bylaw and will not collect, use or disclose personal information in other circumstances without the prior consent of the Resident.

Accuracy and correction of personal information

- (12) The Strata Corporation will make reasonable efforts to ensure that any personal information collected, used or disclosed is accurate and complete.
- (13) If a Resident becomes aware that the personal information under the Strata Corporation's control needs to be corrected, then that Resident should advise the Strata Corporation about the correction in writing.
- (14) If the Strata Corporation is satisfied that a Resident's request for correction is reasonable, then the Strata Corporation will as soon as reasonably possible thereafter:
 - (a) correct the personal information; and,
 - (b) send the corrected personal information to the Resident and each organization which received disclosure of such information from the Strata Corporation in the year prior to the correction.
- (15) If the personal information is not corrected, then the Strata Corporation must note on documents or records in its custody or control containing such personal information that the Strata Corporation received a request for correction.
- (16) The Strata Corporation does not require consent to collect, use or disclose the following:
 - (a) with respect to a strata lot owner, the owner's name, the strata lot address, the mailing address if different from the strata lot address, the strata lot number and the unit entitlement of the owner's strata lot;
 - (b) information authorized by a bylaw;
 - (c) the names and addresses of mortgagees who have filed a Mortgagee's Request for Notification;
 - (d) the names of tenants of a strata lot, if any;
 - (e) with respect to council members, the names and mailing addresses;
 - (f) information for an investigation or a legal proceeding if collection with consent would compromise its availability or accuracy; and,
 - (g) information already available to the public from any of the following: a telephone directory, a professional or business directory, a registry or a printed or electronic publication.
- (17) Except where withdrawing consent would frustrate the performance of a legal obligation, a Resident can withdraw consent at any time by giving the Strata Corporation reasonable notice. If consent is withdrawn, then the Strata Corporation will inform the person withdrawing consent of the likely consequences of taking that step.
- (18) The Strata Corporation will only retain personal information for as long as is necessary to fulfill the identified purposes or as long as is required for a legal or business purpose. If the information of a Resident is used to help the Strata

Corporation render a decision, the information will be retained for a period of one (1) year.

- (19) The Strata Corporation will implement reasonable security arrangements to prevent against risks associated with the improper collection, use or disclosure of personal information, including, but not limited to unauthorized access, copying, modification or disposal of personal information.

Third party compliance with privacy policy

- (20) If the Strata Corporation retains another organization to do work for the Strata Corporation that involves personal information, the Strata Corporation must:
- (a) ensure that there is an agreement in place that commits that organization to adhere to its' privacy policy; and,
 - (b) inform Residents of the agreement as soon as feasible.

Access to personal information

- (21) A Resident is entitled to access his or her own personal information under the Strata Corporation's control and is entitled to know how that information has been used or disclosed.
- (22) Any request by a Resident for access to his or her own personal information must be made in writing and directed to the Strata Corporation's privacy officer.
- (23) The Strata Corporation will respond to a written request within 30 days of receipt of the request and the Strata Corporation may, in appropriate circumstances, extend the response period.
- (24) In providing a response, the Strata Corporation will:
- (a) inform the requesting party whether he or she is entitled to access the requested information, and if access is denied, the reason for the denial; and,
 - (b) provide the name and contact information of the Strata Corporation's privacy officer who can answer any questions about the response.
- (25) Subject to litigation privilege, solicitor/client privilege or a court order to the contrary, the Strata Corporation is not required to redact personal information or to edit out certain information before providing access to or copies of records or documents to an authorized person pursuant to sections 35, 36 and 59 of the *Act*.
- (26) The Strata Corporation may charge a fee for a copy of a record or document provided pursuant to this bylaw of not more than \$.25/page pursuant to Regulation 4.2 (1) of the *Strata Property Regulations*.
- (27) If a requesting person is not satisfied with a response from the Strata Corporation, then that person may address the matter with the British Columbia office of the Information and Privacy Commissioner.

Severability

- 41** 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.

THE END

THE SOVEREIGN Strata VIS2213
PROCEDURES: MOVE-IN, MOVE-OUT INSTRUCTIONS

INFORMATION ABOUT THE STRATA:

The Sovereign is a Strata complex, governed by an elected council of Strata Owners. Each unit in the building is owned by a separate individual. Some owners live in the building, and some rent out their unit. There is no resident caretaker or manager in the building, however the Strata employs a property management company to do certain tasks for them. You may contact Dennie of Complete Property Management, 250-370-7093 or dennie@completeresidential.com with questions you may have about living in the building, or in the event of an emergency. You may also contact a member of the Strata Council once you are introduced to them; a new council is elected every year.

The Strata Corporation has its own set of Bylaws, Rules and Regulations, as set out in the BC Strata Property Act. These are reviewed and may be amended each year. As a resident of the building you are responsible for knowing how these Bylaws apply to you. We would appreciate you giving us your email address, so that we may include you on our distribution of newsletters and notices.

“Common Areas” – these are areas of the building and property that belong to all the owners combined. They include the front lobby, hallways, stairways, elevator, parkade, front and back yard, etc. You may use these common areas only as the Bylaws allow, and not for your own personal use, i.e. leaving your garbage and boots in the hallway outside your door.

TENANTS:

- Get your unit number, locker number, and parking stall number from your landlord as well as your keys to the building. Not all landlords include the use of a locker or parking stall with the rental of the unit.
- **Keys** – your landlord is responsible for providing you with a key to the building’s front door and to the unit. The Strata has extra keys to the front door, locker rooms, and garage access, which the owner of the unit must sign out and pay a deposit on. The Strata does not have keys to the mailboxes or individual lockers.
- Read the **Strata Bylaws** provided by your landlord, in advance of moving day. You are charged with knowing what your responsibilities are, as a resident in the building. You will be responsible for the conduct of any other persons coming to the building to visit you, tend to repairs or deliveries for you, etc. You will also be responsible for their pets, should they bring them to the building.

MOVING DAY:

- You must **notify** the strata in advance of at least **7 days**, of what day you will be moving in. Contact the property manager or a strata council member. **Move-in, move-out, and deliveries, must be done between the hours of 8:30am and 5:30pm.**
- **Measure** your furniture beforehand and make sure it is going to fit through the doorways and elevator of the Sovereign. Balcony/patio doors are narrow and very few furniture items will fit through them.
- All furniture should be brought through the **front door** or the underground parkade.
- Use of the **elevator** on moving day is presently first come, first served. Elevator pads must be used; these will be installed by the Strata, with advance notice. **The elevator must not be left locked and standing at a certain floor in between loads being transferred in or out of the building. Be respectful of other residents in the building needing to access the elevator intermittently.**

- Do not prop open the front door of the Sovereign. Bring a person who can be assigned to opening and closing this door while you are moving furniture through. This person must be instructed NOT to let other people into the building if they do not have a key.
- On move-out day, follow these same rules. **Dumping unwanted goods anywhere in the building will result in a fine against your unit.**

REALTOR SIGNAGE:

- Realtors are to only use wire-framed signs, and specifically place them on the northwest corner of the front lawn, next to the parkade exhaust fan covering. This is intended to reduce potential for damage to the lawn/irrigation system. Any damage incurred will be the responsibility of the realtor and/or unit owner.
- See below photo which shows a star in the location to be used for realtor signs.



INFORMATION ABOUT YOUR UNIT:

- **Front door directory/intercom** – let us know how you'd like your name to appear on the directory at the front door. The list is updated periodically.
- **Keys/fobs** – the Strata does not keep keys to units, nor does our property management company. We can supply extra keys to the front door (\$100 refundable deposit) and locker rooms (\$20 non-refundable fee) only. A maximum of 3 front door keys are allotted for one-bedroom units, and 5 front door keys for two-bedroom units. Garage fobs are sold at a **cost of \$50 each**. Should you lose your fob, you will be billed the cost to de-program it. **Replacement batteries for the fob are the responsibility of the user.**
- **Phones and intercom lines inside your unit** – the telephone outlets in livingroom and bedroom can be used for landlines. They are also connected to the front intercom. When someone at the front door rings your unit number, your telephone will ring; answer and speak to them as usual, then press "9" to let them in. You'll notice that the ring tone sounds different when it's the intercom and not an incoming phone call.
- If you do not want to have a landline connected, the outlet will still work for the intercom. Just buy a regular, corded telephone set and plug it in. (You will not hear a dial tone when using it for intercom only.)

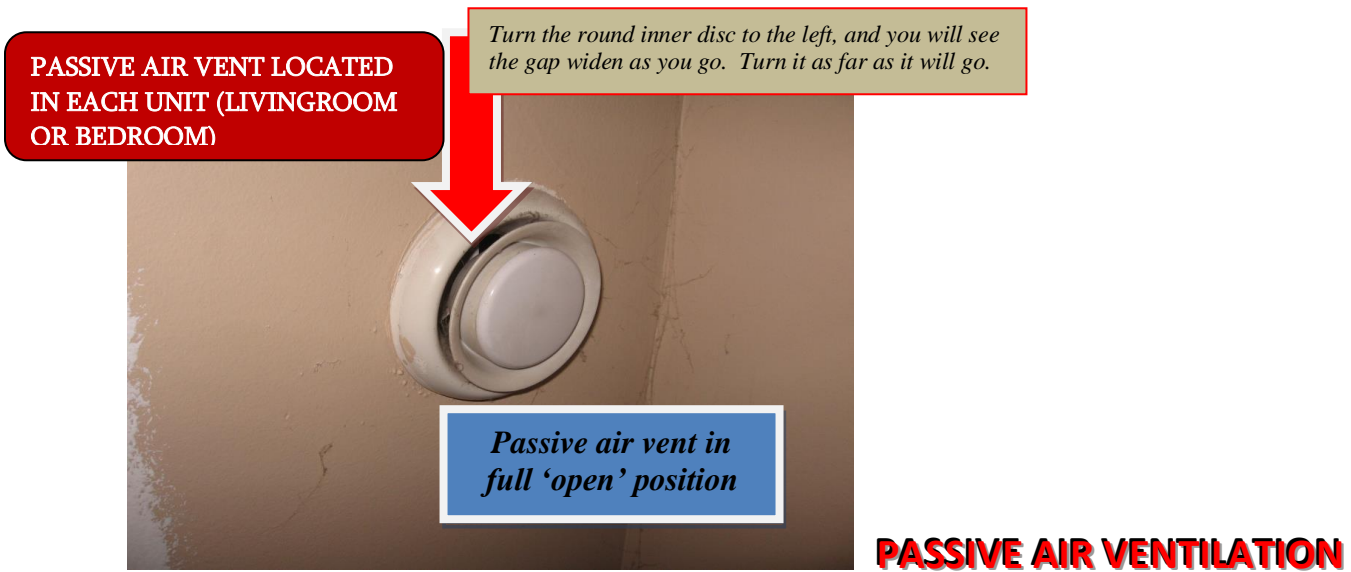
- **Passive air vents/humidistats/fire and safety** – see the attached information sheet

INFORMATION ABOUT THE BUILDING:

- **Mailboxes** – the Strata does not have keys to mailboxes. If you lose the key to your mailbox you will have to get a locksmith to replace the lock on it. If there is a parcel or courier delivery for you and you are not home, you will find a notice on the front door addressed to your unit.
- **Your storage locker** – this is located in the underground parkade. If you do not know your locker number, contact us. If you are a tenant, check with your landlord; not all owners in the building include the use of a storage locker in their rental agreements. If you find someone else’s lock on what’s supposed to be your locker, and someone’s stuff in it, you will have to check with the previous occupant of your unit as to whether they’ve forgotten to empty the locker. The Strata **will NOT** empty the locker for you.
- **Garbage and recycling** – is located in the underground parkade. All household waste must be in a sealed bag, deposited to the appropriate bin. If the bin has been wheeled out to the street for pickup already, please take your garbage out there and deposit it, do not leave it in the parkade. All cardboard and boxes must be flattened before placing them in their bin. Recyclable paper, plastics, glass, and tin cans must be placed in the tote bins. Anyone dumping furniture, appliances, etc in the garbage area will be fined – make sure you read the set of strata bylaws.
- The building is to be kept **quiet** between the hours of 11pm and 7am. That includes operation of appliances – vacuuming, doing laundry, etc.

IN CASE OF EMERGENCY:

Contact the 24hour phone line at Complete Residential Property Management, 250-370-7093. There is a person on duty at all times to handle emergencies such as fire, flood, etc. Leave your contact number with them so they can call you back.



Ventilation is needed to bring fresh air into a home and to remove stale, moist or polluted air. It may also be needed for cooling.

Passive ventilation is the least expensive and most environmentally friendly way to ventilate a home. It is suitable for most Vancouver Island locations. However, in some situations passive ventilation on its own will not be enough:

- wet areas such as kitchens and bathrooms will need extract systems (such as your **humidistat and stove hood fan**) to remove moist air
- airtight homes may need a supply system to bring in heated, drier outside air (active ventilation, such as air conditioners)

Passive ventilation can be:

- controllable air movement through openings such as windows, doors from wind pressures and/or indoor-outdoor temperature differences
- uncontrollable air flow through unintentional openings in the building envelope (infiltration) resulting from wind and temperature generated pressure differences across the building envelope – our building envelope no longer has these ‘unintentional’ openings

Kitchen and laundry moisture in our units add to the obvious moisture problems in our bathrooms. All of this is compounded by the fact that none of these facilities are in areas of our units that have opening windows where heat and moisture can escape in a controlled manner. This makes passive air ventilation crucial to avoiding **condensation and MOULD inside your unit!!** Cranking up the heat is not the answer; what you are left with is a tropical atmosphere, without the beach!

Factors that influence air flow:

- orientations and positions of windows, doors, skylights, vent shafts
- prevailing wind direction
- seasonal and daily variations in wind speed and direction
- inlets and outlets are not obstructed by nearby objects – move your furniture away from the area of your passive air vent and let it breathe!
- ventilation openings are able to control the flow – **keep your passive air vent in the ‘open’ position (turned all the way to the left, as far as it will go)**
- airflow through the home is maximised by using open planning – **keep your bedroom and bathroom doors open, avoid stuffing too much furniture and belongings into a room** - these are all counter-movements to air flow
- have windows that minimise unwanted heat gains while allowing maximum air flow – our new windows and patio doors are manufactured to do just that
- heating systems – ours is non-distributed (such as baseboard heaters), versus distributed (such as forced-air furnace heat)
- make-up air that is required by appliances that require back-drafting (such as fireplaces, woodstoves, gas furnaces/water tanks/fireplaces) – our units do not contain any of these
- heated or unheated crawlspaces – again, something we don’t need to worry about in our building
- location of vehicle garage – our parkade is equipped with two large exhaust fans, which operate 24/7 to draw exhaust fumes to the outside of the building

TO KEEP YOUR UNIT FREE OF CONDENSATION AND MOULD:

Keep your **humidistat** set at 50%

Use your stove **hood fan** when cooking

Keep your wall **passive air vent** in full ‘open’ position

Keep furniture and belongings from crowding the air vent

Use your **bathroom fan** when bathing or doing laundry – leave it on for an hour afterward

Keep your **window blinds** open during the day, and at all times, keep them up off the window sill – let your window breathe

Open a window slightly when cooking, bathing, or doing laundry

FIRE AND SAFETY SYSTEMS

Your unit is equipped with 3 fire safety devices, which are provided and maintained by the strata:

- Two smoke and heat detectors, like the ones shown below, are located on the hallway ceiling, close to the main door to your unit. They are tested annually. Should the device’s battery run low, it will make a beeping sound. It is your responsibility to let our property manager or a strata council member know as soon as this happens, and we will arrange for a replacement at no cost to you.

- There is also a “Piezo” sensor, shown below, located on the wall in your hallway near the kitchen. It is very sensitive to changes in temperature and/or condensation, and will signal the fire alarm system on your floor, that there is a problem. It is the size and shape of a light switch plate. To avoid setting off the fire bells in the building, **do not paint over the Piezo sensor plate, or tamper with it in any way.**

If the fire bells are ringing, residents of the building must call the Fire Department (dial 911) and get yourselves and your pets out of the building as quickly as possible, until you have been advised of the “All Clear”.



PROCEDURES FOR TEMPORARY WATER SHUTOFFS FOR PLUMBING CHANGES AT THE SOVEREIGN

Due to the fact that shutoff valves for individual units are "banked" (ie vertically throughout the building, units 105,205,305,405 etc) and the actual valves are located **INSIDE** selected units, it is more difficult to locate and access these valves than it is to just shut off water to the **whole building**.

- For all renovations inside strata units, approval from Strata Council must be obtained **prior** to renovations, including demolition/removals, getting underway. See Procedures: "Approval for Alterations to Strata Units".
- Application for permission from the strata must be obtained well in advance. Contact **Complete Residential Property Management Ltd. At 250-370- 7093**, or a member of Strata Council.
- For all plumbing plans, a plumber must be consulted.
- Plumbing permits are necessary for certain jobs; if so, a building permit must also be obtained. Your plumber can advise you. Give the Strata a photocopy of your plumbing/building permit.
- Changing a toilet or sink does not require a plumber, however if you are also changing taps or the location of the drainage, it may. The plumber will have to tell you whether you can shut off the water right at the tap, and if not, a temporary water shutoff for the building will be necessary.
- If a temporary water shutoff is necessary, it will be for the **WHOLE BUILDING**, not just selected suites.
- For a temporary water shutoff, a minimum of 48 hours advance notice to all residents will be posted in the building, stating date, time, and duration of the shutoff. Shutoffs are allowed Monday through Friday, between the hours of 10am and 2pm only.
- The property manager at Complete will issue the notice to be posted throughout the building.
- On the appointed date and time, the plumber must do the following:
 1. sign out a "master" key at Complete's office
 2. access the Sovereign's sprinkler room in the parkade and shut off the domestic water there (see attached photos)
 3. go to the unit and do the work
 4. return to the sprinkler room to turn the domestic water back on
 5. return the keys to Complete's office
- In the case of **emergency** plumbing repairs, where advance notice is not possible, the above procedures for obtaining/returning keys must be followed, with notice of the temporary water shutoff being given to the 24 Emergency phone line for Complete, 250-370-7093.
- Old appliances must be properly disposed of, **off site** (dishwasher, washer, dryer, etc).
- Council suggests that in suite water shut-off valves be replaced if they are sufficiently aged.



Domestic water pipes are WHITE. The shutoff valve is a black 'steering wheel' mounted horizontally above the white pipes, at the back of the sprinkler room, against the far wall.