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File No.10375-8240 / JJH

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

Application Type	LTO Document Reference
Form-I Amendment to Bylaws	

3. Description of Land

PID/Plan Number	Legal Description
EPS1833	**THE OWNERS, STRATA PLAN EPS1833**

Electronic Signature

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

Johnathan Justin Hanson WBL869

Digitally signed by Johnathan Justin Hanson WBL869
Date: 2025-03-19 14:43:51 -07:00

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Strata Property Act

FORM I

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

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan EPS 1833 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 November 20, 2024:

Resolution #1 – ¾ Vote – Bylaw 7.6

BE IT RESOLVED BY SEPARATE ¾ VOTES OF THE RESIDENTIAL OWNERS, AND THE NON-RESIDENTIAL OWNERS, STRATA PLAN EPS 1833 THAT THE STRATA CORPORATION REPEAL AND REPLACE BYLAW 7.6 AS FOLLOWS:

REPEAL:

7.6 (1) An owner, occupant or tenant of a residential strata lot, who intends to rent, lease, let or provide a license of occupancy to his or her strata lot must inform the Council or Executive, in writing, whether the duration of the renting, leasing, letting or licencing is more or less than 30 days. Owners, occupants or tenants who rent, lease, let or license their strata lots for less than 30 days do not need to provide a Form K.

(2) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a "Form K - Notice of Tenant's Responsibilities" in the form set out in the Strata Property Act, signed by the tenant.

(3) An owner will advise the strata council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven (7) days in advance and will make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 7.5.

REPLACE:

7.6 (1) An owner, occupant or tenant of a residential strata lot, who intends to rent, lease, let or provide a license of occupancy to his or her strata lot must inform the Council or Executive, in writing, whether the duration of the renting, leasing, letting or licencing is more or less than 30 days. Owners, occupants or tenants who rent, lease, let or license their strata lots for less than 30 days do not need to provide a Form K.

(2) When an owner moves into their strata lot and intends to occupy the strata lot for 30 days or longer, the owner with deliver an "RIS - Resident Information Sheet" to the strata corporation

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

(3) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a "Form K - Notice of Tenant's Responsibilities" in the form set out in the Strata Property Act, signed by the tenant.

(4) An owner will advise the strata council in writing, at least seven (7) days in advance of the time and date that any tenant or owner, who has been resident for 30 days or more in the strata lot, intends to move out of the strata lot, and will make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 7.5.

(5) An owner shall inform the strata corporation, within 48 hours, if they are appointing or changing a property manager or property management company. The name, phone number and email address of the property manager will be provided.

Moved: SL 128
Seconded: SL 133
23 Residential Owners in favour, 3 Non-Residential Owners in favour, 0 opposed, 0 abstained.
MOTION PASSED.

Resolution #2 – ¾ Vote – Anti-Harassment Bylaw

BE IT RESOLVED BY SEPARATE ¾ VOTES OF THE RESIDENTIAL OWNERS, AND THE NON-RESIDENTIAL OWNERS, STRATA PLAN EPS 1833 THAT THE STRATA CORPORATION ADOPT THE FOLLOWING BYLAW:

2.13 Anti-Harassment / Discourteous Conduct Bylaw

(1) Owners, occupants, tenants and council members must conduct themselves courteously towards other owners, occupants, tenants, visitors, council members, and the Strata Corporation's or Section's property manager, council members, section executive members, contractors, agents and employees.

(2) For the purposes of these bylaws the terms "harass" or "harassment" includes but is not limited to:

(a) making humiliating, or disparaging remarks about someone on subjects, including but not limited to: race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status, family status, disability, or alleging criminal, or unethical behavior to, or about, someone in writing, on social media, or verbally;

(b) threatening or purposely intimidating someone in writing, on social media, or verbally;

(c) physically hitting, or pushing someone, except in self-defense;

(d) repeatedly confronting someone on the common property, or at their strata lot;

(e) following and recording someone on the common property, without their consent;

(f) making video or audio recordings of the proceedings of a council meeting or general meeting without the consent of the council;

(g) making spurious, vexatious, or frivolous complaints of bylaw violations against another owner, occupant or tenant;

(h) sending an unreasonable amount of correspondence to the Strata Corporation, Section, council, section executive, or property manager;

(i) making an unreasonable number of demands for production of documents or hearings to the Strata Corporation, Section, council, section executive, or property manager; and

(j) interfering with a council member, section executive member, property manager, agent, contractor, or employee of the Strata Corporation or a Section, in the conduct of their duties.

(3) Owners, occupants, tenants, and visitors must not harass council members, section executive members, other owners, occupants and tenants, the Strata Corporation's property managers, agents, employees, or contractors.

(4) If an owner, occupant, tenant, or visitor harasses council members, section executive members, other owners, occupants and tenants, the Strata Corporation's or a Section's property managers, agents, employees, or contractors, then the Strata Corporation or relevant Section may:

(a) meet with the owner, occupant or tenant to attempt to resolve the issue;

(b) issue warning letters to the owner, occupant or tenant ordering them to stop the harassment;

(c) fine the owner, occupant or tenant for breach of this bylaw; or

(d) make any reasonable and necessary orders to reduce or stop the harassment, including but not limited to the following:

(i) restricting the owner's, occupant's or tenant's ability to request documents, demand hearings, and submit correspondence to Strata Corporation, Section, council, section executive, or property manager to a reasonable level;

(ii) banning the owner, occupant or tenant from attending or speaking at council or section executive meetings with the exceptions of hearings under section 34.1 and 135 of the Strata Property Act; an/or

(iii) banning the owner, occupant, or tenant from speaking at general meetings of the Strata Corporation or Section.

(5) When utilizing its remedial powers under subsection (4), the council's or section executive's chosen remedy must be reasonably connected to and proportionate to the offender's contraventions.

Moved: SL 128
Seconded: SL 50
23 Residential Owners in favour, 3 Non-Residential Owners in favour, 0 opposed, 0 abstained.
MOTION PASSED.

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

Resolution #3 – ¾ Vote – Council Code of Conduct Bylaw

BE IT RESOLVED BY SEPARATE ¾ VOTES OF THE RESIDENTIAL OWNERS, AND THE NON-RESIDENTIAL OWNERS, STRATA PLAN EPS 1833 THAT THE STRATA CORPORATION REPEAL EXISTING AND ADOPT THE FOLLOWING BYLAW:

3.17 Council Member Code of Conduct

(1) In fulfilling their duties as a member of the Strata Council each council member must:

(a) review the Strata Property Act, S.B.C. 1998, c. 43 and in particular sections 31 and 32 relating to conflicts of interest of council members;

(b) act honestly and in good faith with a view to the best interests of the strata corporation,

(c) exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances

(d) promptly declare any direct or indirect conflict of interest on any matter that is or is to be the subject of consideration by the council;

(e) recuse themselves from participating in discussions and voting on contracts, transactions and matters where a conflict of interest exists, has the potential to exist or may appear to exist

(f) review the bylaws, the minutes of the previous year's council meetings and general meetings;

(g) review materials sent to them in advance of council meetings,

(h) work collaboratively and respectfully with other council members,

(i) act in solidarity with the council, and publicly support council decisions once made even if they do not agree with them,

(j) not state opinions outside of meetings that undermine the decisions reached by the Strata Council;

(k) keep all council discussions, legal advice received from the Strata Corporation's solicitor, and any personal information that they receive as a council member strictly confidential (unless disclosure is required by the Strata Property Act or Personal Information Protection Act and not discuss such information with anyone outside of the council, and

(l) use any information obtained during the course of their duties as a council member for their own gain or to benefit persons outside of the Strata Corporation.

(2) A council member must deal with people outside of council, such as owners, employees, agents and contractors of the Strata Corporation in a kind, respectful, fair, and equitable manner and must not, without the approval of the council:

(a) make promises, provide approvals, give assurances, or undertakings to owners, other than to take such person's issue and place it before the council;

(b) give direction to, nor make requests of, owners, contractors, employees, or agents of the Strata Corporation on behalf of the Strata Corporation;

(c) enter into contracts, or deal with a contractor, agent or any other 3rd party.

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

(3) The council may remove a council member who it has found to have contravened a requirement of subsection (1) or (2) of this bylaw, by means of a vote in favor of the removal of the council member supported by two thirds of all council members.

Moved: SL 128
Seconded: SL 11
23 Residential Owners in favour, 3 Non-Residential Owners in favour, 0 opposed, 0 abstained.
MOTION PASSED.

Resolution #4 – ¾ Vote – Consolidate Bylaws

BE IT RESOLVED BY SEPARATE ¾ VOTES OF THE RESIDENTIAL OWNERS, AND THE NON-RESIDENTIAL OWNERS, STRATA PLAN EPS 1833 that the registered bylaws of the Strata Corporation be amended by adopting all of the bylaws passed at today's meeting and adding them to the existing bylaws and, renumbering and making non-substantive ancillary changes as required, and by filing a new consolidated copy of the bylaws in the Land Title Office which shall be deemed to be the bylaws of the Strata Corporation.

Moved: SL 133
Seconded: SL 128
23 Residential Owners in favour, 3 Non-Residential Owners in favour, 0 opposed, 0 abstained.
MOTION PASSED.

Signature of Council Member

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

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

THE UNION – STRATA PLAN EPS1833
SCHEDULE OF BYLAWS

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PART 1 – SEPARATE SECTIONS

1.1 Commercial Section

(1) The owners of all non-residential strata lots, being strata lots 1 to 3, will form a separate section within the strata corporation consisting of all the non-residential strata lots in the strata plan and bearing the name "Section 1 of The Owners, Strata Plan EPS1833" (the "Commercial Section").

1.2 Residential Section

(1) The owners of all residential strata lots, being strata lots 4 to 136, will form a separate section within the strata corporation consisting of all the residential strata lots in the strata plan and bearing the name "Section 2 of The Owners, Strata Plan EPS1833" (the "Residential Section").

1.3 Administration of Sections

(1) The Residential Section must elect an executive in the manner described in Part 7 of these Bylaws.

(2) The Commercial Section must elect an executive in the manner described in Part 8 of these Bylaws.

(3) With respect to matters that relate solely to a separate section, each section is a corporation and has the same powers and duties as the strata corporation to enter into contracts in the name of such section, to acquire and dispose of land and other property in the name of or on behalf of such section, and to enforce bylaws and rules.

(4) Each section may make rules governing the use, safety and condition of the limited common property designated for the exclusive use of such section.

(5) Each of the Commercial Section and the Residential Section may obtain insurance only:

(a) against perils that are not insured by the strata corporation; or

(b) for amounts that are in excess of amounts that are insured by the strata corporation.

Each section has the same insurable interest as the Strata Corporation has in property contained within such section.

1.4 Payment and collection of strata fees

(1) Each of the Commercial Section and the Residential Section are entitled to establish its own operating fund and contingency reserve fund for common expenses of the section, including expenses relating to the limited common property designated for the exclusive use of all of the strata lots in such section.

(2) The executive of each section will prepare an annual budget of section expenses which is to be included as part of the annual budget prepared by the strata corporation for approval at annual general meetings. The strata fees payable by the owners will include the fees owing to the strata corporation and the fees owing to the owner's separate section.

(3) Upon receipt each month of strata fees from the owners, the strata corporation will deposit into separate accounts that portion of such fees which is applicable to the strata corporation operating fund, the strata corporation contingency reserve fund, the operating fund of the applicable section and the contingency reserve fund of the applicable section.

(4) Only authorized signatories for each of the Commercial Section and the Residential Section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for their respective sections.

(5) Special levies approved by a separate section will be payable by the owners in such section to the strata corporation which will pay such special levy into the operating fund or the contingency reserve of such section, as requested by such section.

(6) At the request of a separate section, the strata corporation will register a lien against an owner's strata lot if section fees have not been paid to the strata corporation as part of such owner's strata fees or if a special levy approved by a separate section has not been paid by such owner.

1.5 Repair and maintenance of property by separate sections

(1) Each of the Commercial Section and the Residential Section must repair and maintain all of the limited common property appurtenant to such section, but the duty to repair and maintain does not include repair and maintenance of the following (which are the responsibility of the strata corporation):

(a) the structure of a building;

(b) the exterior of a building;

(c) chimneys, stairs, balconies and other things attached to the exterior of a building;

(d) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property (including, without limitation, the entrance doors to strata lots); and

(e) fences, railings and similar structures that enclose patios, balconies and yards. The Residential Section will not alter or improve any limited common property or any improvements thereon in such a manner so as to limit access to, impair the visibility of or obstruct a non-residential strata lot or otherwise have a negative impact on the business carried on, in and from a non-residential strata lot.

PART 2 – DUTIES OF OWNERS OF ALL STRATA LOTS, TENANTS, OCCUPANTS AND VISITORS

2.1 Payment of strata fees

(1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the strata corporation and the fees owing to the owner's separate section as set out in the approved budget.

(2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid.

2.2 Repair and maintenance of property by owner

(1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

(2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

2.3 Use of property

(1) An owner, tenant, occupant, employee or visitor must not use a strata lot, the common property or common assets in a way that:

(a) causes a nuisance, disturbance or hazard to another person, including guests or customers of a non-residential strata lot,

(b) causes unreasonable or repetitive noise,

(c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,

(d) is illegal, or

(e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2) An owner, tenant, occupant, employee 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 the *Strata Property Act.*

(3) When the purpose for which a residential strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner will not use his or her strata lot for any other purpose, or permit it to be so used.

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

2.4 Inform strata corporation

(1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and provide a valid phone number and email address, plus mailing address outside the strata plan, if any.

(2) New owners must register with the Strata Corporation’s management company and provide a Resident Information Sheet upon the purchase of the unit.

(3) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

2.5 Obtain approval before altering a strata lot

(1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:

(a) the structure of a building;

(b) the exterior of a building;

(c) chimneys, stairs, balconies or other things attached to the exterior of a building;

(d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e., including, for example, adding security devices to the entrance door to a strata lot);

(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) parts of the strata lot which the strata corporation must insure under the *Strata Property Act* including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot (e.g. the original wall to wall carpeting).

(2) The strata corporation must not unreasonably withhold its approval under bylaw 2.5(1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

(3) An owner must not do, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to alter, his or her strata lot, in any manner, which in the opinion of the strata council will alter the exterior appearance of the building.

(4) Notwithstanding the foregoing, an owner or operator of a non-residential strata lot will not be required to obtain the written approval of the strata corporation before altering the non-residential strata lot, or permitting it to be altered, provided that any such alteration is in accordance with all applicable bylaws and rules and regulations of the City of Victoria and any other relevant governmental authority.

2.6 Obtain approval before altering common property

(1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

(2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

(3) Notwithstanding the foregoing, an owner or operator of a non-residential strata lot will not be required to obtain the written approval of the strata corporation before making an alteration to limited common property designated for that non-residential strata lot, or permitting such an alteration, provided that any such alteration is in accordance with all applicable bylaws and rules and regulations of the City of Victoria and any other relevant governmental authority.

2.7 Permit entry to strata lot

(1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

(b) at a reasonable time, on 48 hours' written notice,

(c) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the *Strata Property Act,* and

(d) to ensure compliance with the *Strata Property Act* and these bylaws.

(2) The notice referred to in bylaw 2.7(1)(b) must include the date and approximate time of entry, and the reason for entry.

(3) In exercising its rights under this bylaw 2.7, the strata corporation will not unreasonably interfere with the operation of any occupant of a non-residential strata lot.

2.8 Compliance with bylaws

(1) An owner, tenant, occupant, employee or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation or either of the separate sections applicable to such owner from time to time.

2.9 Pets

(1) An owner or occupant of a residential strata lot that keeps a dog, cat or other non-caged animal in his or her strata lot, either permanently or temporarily, will register that pet with the strata council by providing to the strata council a written notice, signed by the owner setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the license number of the pet (when the pet is required to be licensed), and will only keep a pet in his or her strata lot in compliance with these bylaws. For clarification, this bylaw does not restrict the number of pets that an owner or occupant may keep in his or her strata lot.

(2) An owner, tenant, occupant, employee or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

(3) No owner or occupant of a strata lot will permit his or her pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property, the owner or occupant will immediately and completely remove all of his or her pet's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation, any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant will pay all costs of such special cleaning.

(4) An owner of a strata lot whose guest, employee or invitee brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the guest or invitee complies with all requirements of these bylaws as they relate to pets and will perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in his or her strata lot.

(5) The strata corporation may require removal by an owner or occupier of any residential strata lot of any pet or other animal kept by the owner or occupier in a strata lot if such pet or animal, in the opinion of the strata council, constitutes a nuisance to any owner or occupier of a strata lot, or causes danger or damage to any owner or occupier of a strata lot or to any property of the strata corporation or an owner or occupier of a strata lot.

2.10 Damage, Insurance, and Risk Allocation

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

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

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

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

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

(i) earthquakes;

(ii) sewer backups;

(iii) floods;

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

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

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

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

(b) cause damage, other than reasonable wear and tear to the common property, limited common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(4) Subject to the regulations and this bylaw:

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

(b) damages or loss caused to building components and fixtures that the Strata Corporation must repair and maintain, that falls below the Strata Corporation's relevant insurance deductible are common expenses to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1) of the Act.

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

(6) The Strata Corporation:

(a) may cause its contractors and agents to carry out emergency response work to the common property, limited common property and / or within a strata lot, even if the loss or damage appears to be uninsured, or below the relevant insurance deductible; and

(b) is responsible to make good any damage caused by its investigations or repair (including but not limited to drying) of those parts of the strata lot (including but not limited to the structure and exterior of the building) that it has a duty to repair under the bylaws; and

(c) must, when repairing or making good damage caused by its investigations or repair work, return any flooring, walls, or ceilings damaged by such work, to a condition, where such components are ready for paint or floor covering to be applied; but

(d) is not required to remove, store, restore, or replace any alterations to a strata lot, that were made by the owner or previous owner of the strata lot.

(e) may chargeback the owner(s) of a strata lot for any repairs made by it at the request of the owner(s) to those parts of the strata lot that the owner is responsible to repair and

maintain, and which the Strata Corporation was not obligated to repair under subsections (6)(b) and (c).

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

(a) that owner or tenant is responsible for the loss or damage;

(b) parts of the owner's strata lot that the owner is responsible to repair and maintain that were repaired during the Strata Corporation's emergency response;

(c) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:

(i) that owner or tenant; or,

(ii) any member of the owner's or tenant's:

(1) family; or,

(2) pet(s); or,

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

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

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

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

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

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

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

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

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

(11) For greater certainty, an owner or tenant is responsible to pay amounts due under this bylaw even if:

(a) that owner or tenant is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act; and

(b) the loss or damage is covered by the Strata Corporation's insurance but the Strata Corporation does not make a claim against its insurance.

(12) Owners, occupants, tenants and visitors may not claim any compensation from the Strata Corporation for any:

(a) un-insured loss or damage, or

(b) loss or damage, where the total such loss or damage amounted to less than the relevant insurance deductible, to the property or person of the owner, occupant, tenant or visitor arising from any failure of the common property or any part of a strata lot that the Strata Corporation must repair and maintain, unless such loss or damage resulted from the negligent act or omission on the part of the Strata Corporation, its employees, or agent.

(13) Notwithstanding subsection (12), in the event that a failure of the common property results in loss or damage to a strata lot that falls below the Strata Corporation's relevant deductible, the Strata Corporation must pay to the owner or tenant of strata lot the lesser of:

(a) the actual amount of damages or loss, or

(b) the deductible payable under that owner's or tenant's insurance coverage; or

(c) $2,000.

(14) Owners must obtain and maintain insurance for:

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

(i) against perils that are not insured by the strata corporation, and

(ii) for amounts that are in excess of amounts insured by the strata corporation;

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

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

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

(h) losses from water escape and rupture.

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

(16) An owner or tenant who fails to report an issue or incident contrary to subsection (15) will be responsible for any uninsured loss or damage, or additional costs arising out of the delay in reporting the issue or incident.

2.11 Security

(1) The Strata Corporation is authorized to install up to nine video surveillance cameras which will operate 24 hours per day, seven days per week for the purpose of recording the activities of owners, tenants, occupants, visitors and members of the general public in order to identify and provide evidence in relation to persons who may be responsible for causing damage or loss or committing bylaw breaches or criminal activities.

(2) Signs indicating the presence and purpose of video surveillance cameras will be posted in all areas subject to video surveillance.

(3) Additionally, the Strata Corporation collects data with respect to the usage of each security FOB.

(4) The video surveillance recordings and security FOB usage records will be maintained on a password protected computer software package located in the upper garage electrical room of the Strata Corporation which will remain locked at all times.

(5) The video surveillance recordings may be retained for a maximum of four months after which they will be overridden except where the council decides to preserve recordings from a specific incident or series of incidents and that decision, including the length of time that the recordings will be preserved, is recorded in the council meeting minutes or the recording contains information relevant to a matter as described in subsection (1), in which case the recording will be retained until the matter is resolved and all appeal periods, if applicable, have expired.

(6) The security FOB usage records may be retained for a maximum of one year after which they will be overridden except where the council decides to preserve the information related to a specific incident or series of incidents and that decision, including the length of time that the recordings will be preserved, is recorded in the council meeting minutes or the recording contains information relevant to a matter as described in subsection (1), in which case the recording will be retained until the matter is resolved and all appeal periods, if applicable, have expired.

(7) The video recordings/security FOB usage records may be accessed or disclosed only under the following circumstances:

(a) access by two council members assigned to security;

(b) access by a representative of Bridge Systems, the professional company who installed the security services;

(c) pursuant to a Court order, warrant or equivalent authorization in accordance with the terms of the authorizing document;

(d) to any person, as determined by majority vote of the council, if, the disclosure is consistent with the purpose as set out in subsection (1);

(e) to an owner, tenant or occupant who may only request access to view a video recording which contains images of the person making the request provided that permission of any other person present in the recording is obtained and provided that the request is presented within 7 days of the image being recorded, in which case, the recording will be retained for 21 days in order to permit viewing, unless a longer time period has been agreed between the person requesting the viewing and the council; and

(f) to any person, as determined by majority vote of the council, if, the disclosure is in the best interest of the Strata Corporation or any owner, tenant or occupant or is permitted by law.

(8) In installing and/or maintaining the systems described herein, the Strata Corporation makes no representation or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

(9) An owner, tenant or occupant of a residential strata lot (with the authorization of the owner) shall be permitted a maximum of six (6) keyless entry devices (Fobs or remotes) per strata lot.

(10) Owners, occupants, and tenants are responsible for all electronic key fobs/remotes issued to them and shall notify the council or the executive within 24 hours if a fob is lost or stolen.

(11) Owners, occupants and tenants must wait by the vehicle gate for the vehicle gate to close before exiting the parking garage or proceeding to their parking stalls.

(12) Owners, residents, tenants and agents will not install and operate automated systems to answer the enterphone and buzz in guests.

2.12 Smoking

(1) Smoking including e-cigarettes and marijuana is prohibited:

(a) on limited common property patios, balconies and decks;

(b) in interior common property and limited common property, including but not limited to hallways, elevators, stairs, storage rooms, and mechanical and electrical rooms; and

(c) on exterior common property within seven metres of a door, window or air intake.

(2) “Smoking” or “smoke” means releasing into the air, gases, particles, or vapors as a result of combustion, electrical ignition or vaporization of a substance including but not limited to: tobacco, cannabis, heroin, crack, narcotics, e-juice, and vape juice, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products.

(3) Owners, occupants and tenants who smoke inside their strata lot (a “Smoker”) must:

(a) make reasonable efforts to prevent smoke from infiltrating the interior common property, or other strata lots; and

(b) not cause a hazard or nuisance.

(4) If the Council receives complaints of second hand smoke infiltrating other strata lots or the interior common property, it must investigate the complaint.

(5) If after investigating the complaint, the Council determines that a Smoker is causing a nuisance or a hazard to another person, then the Council may, after fulfilling the procedural requirements of section 135 of the Strata Property Act, fine the Smoker, make the Smoker take proactive steps to prevent smoke from infiltrating the interior common property or other strata lots, or revoke the Smoker’s right to smoke in their strata lot on 30 days written notice.

2.13 Anti-Harassment / Discourteous Conduct Bylaw

(1) Owners, occupants, tenants and council members must conduct themselves courteously towards other owners, occupants, tenants, visitors, council members, and the Strata Corporation’s or

Section's property manager, council members, section executive members, contractors, agents and employees.

(2) For the purposes of these bylaws the terms "harass" or "harassment" includes but is not limited to:

(a) making humiliating, or disparaging remarks about someone on subjects, including but not limited to: race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status, family status, disability, or alleging criminal, or unethical behavior to, or about, someone in writing, on social media, or verbally;

(b) threatening or purposely intimidating someone in writing, on social media, or verbally;

(c) physically hitting, or pushing someone, except in self-defense;

(d) repeatedly confronting someone on the common property, or at their strata lot;

(e) following and recording someone on the common property, without their consent;

(f) making video or audio recordings of the proceedings of a council meeting or general meeting without the consent of the council;

(g) making spurious, vexatious, or frivolous complaints of bylaw violations against another owner, occupant or tenant;

(h) sending an unreasonable amount of correspondence to the Strata Corporation, Section, council, section executive, or property manager;

(i) making an unreasonable number of demands for production of documents or hearings to the Strata Corporation, Section, council, section executive, or property manager; and

(j) interfering with a council member, section executive member, property manager, agent, contractor, or employee of the Strata Corporation or a Section, in the conduct of their duties.

(3) Owners, occupants, tenants, and visitors must not harass council members, section executive members, other owners, occupants and tenants, the Strata Corporation's property managers, agents, employees, or contractors.

(4) (4) If an owner, occupant, tenant, or visitor harasses council members, section executive members, other owners, occupants and tenants, the Strata Corporation's or a Section's property managers, agents, employees, or contractors, then the Strata Corporation or relevant Section may:

(a) meet with the owner, occupant or tenant to attempt to resolve the issue;

(b) issue warning letters to the owner, occupant or tenant ordering them to stop the harassment;

(c) fine the owner, occupant or tenant for breach of this bylaw; or

(d) make any reasonable and necessary orders to reduce or stop the harassment, including but not limited to the following:

(i) restricting the owner's, occupant's or tenant's ability to request documents, demand hearings, and submit correspondence to Strata Corporation, Section, council, section executive, or property manager to a reasonable level;

(ii) banning the owner, occupant or tenant from attending or speaking at council or section executive meetings with the exceptions of hearings under section 34.1 and 135 of the *Strata Property Act;* an/or

(iii) banning the owner, occupant, or tenant from speaking at general meetings of the Strata Corporation or Section.

(5) When utilizing its remedial powers under subsection (4), the council's or section executive's chosen remedy must be reasonably connected to and proportionate to the offender's contraventions.

PART 3 – POWERS AND DUTIES OF STRATA CORPORATION AND COUNCIL

3.1 Repair and maintenance of property by Strata Corporation

(1) The strata corporation must repair and maintain all of the following:

(a) common assets of the strata corporation;

(b) common property that has not been designated as limited common property;

(c) limited common property (except for repair and maintenance that is the responsibility of a separate section under bylaw 1.5) but the duty to repair and maintain it is restricted to:

(i) the following, no matter how often the repair or maintenance ordinarily occurs:

(1) the structure of a building;

(2) the exterior of a building;

(3) chimneys, stairs, balconies and other things attached to the exterior of a building;

(4) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property (including, without limitation, the entrance doors to strata lots);

(5) fences, railings and similar structures that enclose patios, balconies and yards;

(d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:

(i) the structure of a building,

(ii) the exterior of a building,

(iii) chimneys, stairs, balconies and other things attached to the exterior of a building,

(iv) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property, and

(v) fences, railings and similar structures that enclose patios, balconies and yards.

(e) the strata corporation shall not alter or improve any common property or any improvements thereon in such a manner so as to limit access to, impair the visibility of or obstruct a non-residential strata lot or otherwise have a negative impact on the business carried on, in and from the non-residential strata lot.

3.2 Council size

(1) The council must have at least 3 and not more than 7 members. One membership spot on council will be reserved for a representative of the Commercial Section who, if nominated by the Commercial Section shall be deemed to be elected by acclamation. Notwithstanding the foregoing, the Commercial Section may choose not to be represented on council, and the Commercial Section may have more than one representative on council if elected in the ordinary course.

3.3 Council members' terms

(1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

(2) A person whose term as council member is ending is eligible for reelection.

3.4 Removing council member

(1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

(3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the *Strata Property Act.*

3.5 Replacing council member

(1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(2) A replacement council member may be appointed from any person eligible to sit on the council.

(3) The council may appoint a council member under this bylaw 3.5 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 *Strata Property Act,* the regulations and the bylaws respecting the calling and holding of meetings.

3.6 Officers

(1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president and a vice president, and may elect a secretary and a treasurer.

(2) A person may hold more than one office at a time, other than the offices of president and vice president.

(3) The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

3.7 Calling council meetings

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

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

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

(a) all council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

3.8 Requisition of council hearing

(1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

(2) If a hearing is requested under bylaw 3.8(1), the council must hold a meeting to hear the applicant within one month of the request.

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

3.9 Quorum of council

(1) A quorum of the council is

(a) 1, if the council consists of one member,

(b) 2, if the council consists of 2, 3 or 4 members,

(c) 3, if the council consists of 5 or 6 members, and

(d) 4, if the council consists of 7 members.

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

3.10 Council meetings

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

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

(3) Owners may not attend council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.

(4) Despite bylaw 3.10(3), no observers may attend those portions of council meetings that deal with any of the following:

(a) bylaw contravention hearings;

(b) rental restriction bylaw exemption hearings;

(c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

3.11 Voting at council meetings

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

(2) Unless there are only 2 strata lots in the strata plan, 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) Electronic Votes

(a) A motion is passed for action based on a majority of votes received within 48 hours of a request for a vote being sent to the council.

(b) If an executive member does not reply we consider that person has abstained from voting. For example, if three of six executive members respond with two votes yes and one vote no, the vote is counted as follows: 2 votes yes, 1 vote no and three abstentions. The vote for yes passes with a majority of votes cast.

3.12 Council to inform owners of minutes

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

3.13 Delegation of council's powers and duties

(1) Subject to bylaws 3.13(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 bylaw 3.13(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, or

(c) whether a person should be denied access to a recreational facility.

3.14 Spending restrictions

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

(2) Despite bylaw 3.14(1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

3.15 Limitation on liability of council member

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

(2) Bylaw 3.15(1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

3.16 Consents

(1) Any consent, approval or permission given under these bylaws by the strata council or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

(2) Notwithstanding any provision of the *Strata Property Act,* the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

3.17 Council Member Code of Conduct

(1) In fulfilling their duties as a member of the Strata Council each council member must:

(a) review the *Strata Property Act*, S.B.C. 1998, c. 43 and in particular sections 31 and 32 relating to conflicts of interest of council members;

(b) act honestly and in good faith with a view to the best interests of the strata corporation,

(c) exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances

(d) promptly declare any direct or indirect conflict of interest on any matter that is or is to be the subject of consideration by the council;

(e) recuse themselves from participating in discussions and voting on contracts, transactions and matters where a conflict of interest exists, has the potential to exist or may appear to exist

(f) review the bylaws, the minutes of the previous year’s council meetings and general meetings;

(g) review materials sent to them in advance of council meetings,

(h) work collaboratively and respectfully with other council members,

(i) act in solidarity with the council, and publicly support council decisions once made even if they do not agree with them,

(j) not state opinions outside of meetings that undermine the decisions reached by the Strata Council;

(k) keep all council discussions, legal advice received from the Strata Corporation’s solicitor, and any personal information that they receive as a council member strictly confidential (unless disclosure is required by the *Strata Property Act* or *Personal Information Protection Act* and not discuss such information with anyone outside of the council; and

(l) use any information obtained during the course of their duties as a council member for their own gain or to benefit persons outside of the Strata Corporation.

(2) A council member must deal with people outside of council, such as owners, employees, agents and contractors of the Strata Corporation in a kind, respectful, fair, and equitable manner and must not, without the approval of the council:

(a) make promises, provide approvals, give assurances, or undertakings to owners, other than to take such person's issue and place it before the council;

(b) give direction to, nor make requests of, owners, contractors, employees, or agents of the Strata Corporation on behalf of the Strata Corporation;

(c) enter into contracts, or deal with a contractor, agent or any other 3rd party.

(3) The council may remove a council member who it has found to have contravened a requirement of subsection (1) or (2) of this bylaw, by means of a vote in favor of the removal of the council member supported by two thirds of all council members.

PART 4 – ENFORCEMENT OF BYLAWS AND RULES

4.1 Enforcement Procedure and Options

(1) Complaints regarding the breach of bylaws or rules may only be submitted to the Strata Corporation, or a Section in writing. Neither the Strata Corporation, nor a Section will respond to, investigate, or act upon, verbal complaints.

(2) The Strata Corporation, or a Section must respond to written complaints within FOUR (4) weeks of the receipt of the same.

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

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

(b) the council or section executive, must then give the alleged offender written notice of the complaint;

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

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

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

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

(i) the offender or alleged offender; and

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

(4) The Strata Corporation or Section may, after complying with subsections (1) to (3):

(a) issue the owner a warning letter;

(b) fine the responsible owner or tenant:

(i) up to TWO HUNDRED DOLLARS ($200), or such higher amount as permitted by the Strata Property Regulation, at the discretion of the Council or Section Executive, for each contravention of a bylaw except for a contravention of a short-term accommodation prohibition bylaw, provided that:

(1) for a first contravention of any bylaw in a two-year period, the fine may not exceed $50;

(2) for a second contravention of any bylaw in a two-year period, the fine may not exceed $100;

(3) for a third contravention of any bylaw in a two-year period, the fine may not exceed $200, or such higher amount as permitted by the Strata Property Regulation;

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

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

(c) in addition, or in the alternative, to fining the responsible owner and tenant, do what is reasonably necessary to remedy a contravention of the Act, its bylaws or rules, including:

(i) entering into and doing work on or to a strata lot, the common property or common assets, or (ii) removing objects from the common property or common assets; and

(ii) charging the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130 of the Act.

(5) Notwithstanding subsection (4)(b)(i) and (ii), if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven days, a fine may be imposed every seven days.

4.2 Forced Sale, Evictions, and Civil Resolution Tribunal Actions

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

(a) pursuant to section 117 of the *Strata Property Act*, commence and prosecute a forced sale action against any owner who is in arrears of strata fees or special levies, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property Act* expend funds from the Strata Corporation's contingency reserve fund on the legal fees and disbursements up to $5,000 per case, to conduct the proceedings;

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

(c) make a request under section 4 of the *Civil Resolution Tribunal Act* asking the Civil Resolution Tribunal to resolve a dispute concerning any strata property matter over which the Civil Resolution Tribunal has jurisdiction, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to $3,000 per case, to conduct the proceedings.

4.3 Liability for enforcement costs

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

(2) In these bylaws "legal action" includes any services provided to the Strata Corporation, or a relevant Section, by a lawyer whether or not court or administrative proceedings of any kind are ultimately commenced, and includes the cost of defending and actions or claims brought by an owner, occupant, or tenant in which such person is not substantially successful.

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

PART 5 – ANNUAL AND SPECIAL GENERAL MEETINGS

5.1 Person to chair meeting

(1) Annual and special general meetings must be chaired by the president of the council.

(2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

5.2 Participation by other than eligible voters

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

(2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

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

5.3 Voting

(1) At an annual or special general meeting, voting cards must be issued to eligible voters.

(2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

(3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

(5) If there is a tie vote at an annual or special general meeting, 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) If there are only 2 strata lots in the strata plan, bylaw 5.3(5) does not apply.

(7) Despite anything in this bylaw 5.3, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

(8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

5.4 Order of business

(1) The order of business at annual and special general meetings is as follows:

(a) certify proxies and corporate representatives and issue voting cards;

(b) determine that there is a quorum;

(c) elect a person to chair the meeting, if necessary;

(d) present to the meeting proof of notice of meeting or waiver of notice;

(e) approve the agenda;

(f) approve minutes from the last annual or special general meeting;

(g) deal with unfinished business;

(h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;

(i) ratify any new rules made by the strata corporation;

(j) report on insurance coverage, if the meeting is an annual general meeting;

(k) approve the budget for the coming year, if the meeting is an annual general meeting;

(l) deal with new business, including any matters about which notice has been given;

(m) elect a council, if the meeting is an annual general meeting;

(n) terminate the meeting.

5.5 Electronic Attendance at Meetings

(1) Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

5.6 Quorum

(1) A quorum for an annual or special general meeting is any eligible voters present in person or by proxy.

PART 6 – COMMON EXPENSES

6.1 Strata fees

(1) The strata lot owners' contributions to the common expenses of the strata corporation will be levied in accordance with this bylaw.

6.2 Section fees

(1) The contribution by any owner of a strata lot within a separate section to the expenses common to that separate section will be levied in accordance with this bylaw.

6.3 Apportionment of common expenses

(1) Common expenses will be apportioned between the Residential Section and the Commercial Section and to individual strata lots in the following manner:

(a) common expenses attributable to either separate section will be allocated to that separate section and, subject to bylaw 6.5, will be borne by the owners of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate section;

(b) common expenses not attributable to either separate section, will be for the account of the Strata Corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and

(c) common expenses attributable to any one strata lot will be allocated to such strata lot.

6.4 Allocation between sections

(1) Without limiting the generality of bylaw 6.3 and unless otherwise determined by the executives of each of the Residential Section and the Commercial Section, acting reasonably, the following common expenses will be allocated between the separate sections as follows:

(a) expenses relating to areas designated as limited common property (including landscaped and other outdoor areas) for each of the Residential Section and the Commercial Section will be for the account of the owners of strata lots in each respective section;

(b) the cost of maintaining the exterior of the building (including, without limitation, the roof and all exterior doors, windows and skylights) will be for the account of the Strata Corporation;

(c) the cost of insurance placed by the Strata Corporation will be apportioned between the two sections on the basis of the replacement value of the buildings and ancillary facilities applicable to each section;

(d) the cost of maintaining the landscaped and other outdoor areas within the common property (but not within limited common property) will be for the account of the Strata Corporation; and

(e) the cost of maintaining the underground parking facility will be apportioned between the two sections on the basis of the respective number of parking stalls allocated as limited

common property for each separate section unless expenses are separately incurred by the separate sections and if so incurred will be allocated as set out in bylaw 6.4(1)(a).

6.5 Expenses attributable to limited common property

(1) Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property will be borne equally by the owners of the strata lots entitled to use the limited common property.

6.6 Apportionment within a section

(1) Common expenses attributable to the strata lots in a separate section will be apportioned by the executive of that separate section in the following manner:

(a) Common expenses except electricity will be allocated to all strata lots in the separate section and will be borne by the owners in that section in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in that section or as otherwise set out in the current budget of that separate section. If a strata lot will require a utility or other service not supplied to all lots the cost will not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot the cost of such utility will be apportioned and charged to the strata lot by the executive of the separate section, on such reasonable basis as it will determine.

(b) The cost to each owner of a strata lot of the electrical power supplied to it if not separately metered for that strata lot will be borne by the owners in the proportion that the unit entitlement of their strata lot bears to the aggregate unit entitlement of all strata lots in that section.

PART 7 – BYLAWS APPLICABLE TO RESIDENTIAL STRATA LOTS

7.1 Use of property

(1) An owner of a residential strata lot will not:

(a) use, or permit any occupant of his or her strata lot to use, his or her strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;

(b) make, cause or produce or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other owner or occupant;

(c) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;

(d) obstruct or use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to obstruct or use, the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;

(e) leave, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;

(f) use, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices will not be used except in accordance with rules and regulations made by the strata corporation from time to time;

(g) shake, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;

(h) do, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;

(i) permit a condition to exist within his or her strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;

(j) allow his or her strata lot to become unsanitary or a source of odour;

(k) feed, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this will not apply to a pet permitted to be kept in his or her strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet will be fed only in his or her strata lot;

(l) install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his or her strata lot which are different in size or colour from those of the original building specifications;

(m) hang or display, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;

(n) use or install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant use or install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the strata council;

(o) erect on or fasten to, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto;

(p) place, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;

(q) place or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to decorate the balcony or patio in a manner other than as follows:

(i) balconies and patios may be decorated provided the colour and style of decoration matches the Chinatown theme of the building;

(ii) hanging decorations must be of a type and style found decorating the public areas of Chinatown;

(iii) subject to subsection (iv), lights may only be white or of a Chinese lantern style and the length of the string of lights should not exceed two times the depth plus the width of the balcony or patio;

(iv) temporary Christmas (seasonal displays) are permitted between December 1 and January 15; and

(v) notwithstanding the foregoing provisions, owners may apply in writing to the Residential Executive for permission to erect temporary cultural or religious displays. A letter outlining the cultural or religious event, the type of display and the duration of the display should be sent to the Residential Executive.

(r) place, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, summer furniture and accessories (subject to bylaw 7.2) nor install, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any a hanging plants or baskets or other hanging items within three feet of a balcony railing line;

(s) give, or permit any occupant of his or her strata lot to give, any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;

(t) allow an employee, contractor, occupant or guest of the strata lot to access the building, the parking garage or common areas when they do not have specific business in the strata lot;

(u) leave cleaning carts, wagons, strollers, wheelchairs, scooters, or walkers unattended in hallways or on common property;

(v) permit unattended use of electric outlets in the parking garage, hallways and other common areas. Unattended use requires the express written permission of the strata executive.

7.2 Use of limited common property

(1) An owner, tenant or occupant of a residential strata lot which does not have an enclosed balcony will not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or

equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant of the strata lot entitled to the use of the limited common property on which they are placed.

7.3 Garbage disposal

(1) An owner, tenant or occupant of a residential strata lot will remove ordinary household refuse and garbage from his or her strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage will be bagged and tied before so depositing and the owner, tenant or occupant will remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.

7.4 Bicycles, storage and parking

(1) Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on the balconies or patios; instead, they will be stored within the owner's designated storage locker or such other area as may be prescribed by the strata council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.

(2) Any owner, tenant, occupant of a strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

(3) An owner, tenant or occupant of a residential strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the strata council.

(4) An owner of a residential strata lot will not:

(a) use, or permit any occupant of his or her strata lot to use, any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his or her strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;

(b) carry out, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;

(c) rent or lease the parking space assigned by the strata corporation to his or her strata lot or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;

(d) park, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property;

(e) park store or leave a derelict motor vehicle, which for the purposes of this bylaw shall include motor vehicles that are in a state of disrepair, covered in rust, or not roadworthy;

(f) park store or leave an unlicensed motor vehicle, without the prior written approval of the Council, which said approval may be granted subject to conditions, and which conditions may include the provision of written proof of storage insurance to the Council;

(g) park store or leave an oversized vehicle in a parking stall; (for the purposes of this bylaw) any vehicle that is wider than the parking stall or which extends more than three feet beyond the parking stall lines will be deemed to be an oversized vehicle; and

(h) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the strata council.

(5) An owner, tenant or occupant of a residential strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.

(6) An owner, occupant, tenant or visitor must upon receipt of a minimum of 48 hours written notice from the Strata Corporation, remove a vehicle from common property for building maintenance.

(7) The council may fine any owner of a vehicle that is found to be in violation of any provision of this bylaw or of any rule pertaining to parking of vehicles or may tow such vehicle at the expense of the owner of the vehicle.

(8) The owner of the vehicle who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.

7.5 Move in/move out

(1) Moving vans or trucks must in all cases be parked in a manner that does not impede traffic into or out of the buildings nor block fire access lanes.

(2) Before any change in occupancy in a strata lot involving the movement of furniture, appliances or personal effects into or out of the building (“Move”) owners, tenants and occupants must:

(a) provide a minimum of 72 hours written notice to the property management company or the council;

(b) pay a non-refundable fee of **$75** to the property management company or the council;

(c) obtain the elevator key from the property management company or the council;

(d) arrange with the property management company or the council to install the padded curtain in the elevator; and

(e) note any existing damage to the elevator, walls, fixtures and carpets and report these to any member of the property management company or the council prior to the Move.

(3) During a move, owners, tenants and occupants must:

(a) ensure that security is maintained and that the front door is not left open and unattended;

(b) gather belongings in the hallway outside the elevator prior to loading.

(c) lock off the elevator using the elevator key only during the time it takes to load from the hallway, then unload into the next hallway or lobby, (the elevator doors must not be propped open);

(d) release the elevator between loads; and

(e) not store or leave personal property in common areas except when loading or unloading the elevator.

(4) Following the completion of a Move, owners, tenants, and occupants must:

(a) return elevator keys to the building manager or the council drop-box located outside the upper electrical room.

(5) Owners, occupants and tenants may only perform Moves between 8:00 a.m. and 8:00 p.m. daily.

(6) If the common property of the Strata Corporation is damaged as a result of a Move, the council may repair such damage and recover the costs of such repairs from the owner, or tenant responsible for the damage.

7.6 Rentals

(1) An owner, occupant or tenant of a residential strata lot, who intends to rent, lease, let or provide a license of occupancy to his or her strata lot must inform the Council or Executive, in writing, whether the duration of the renting, leasing, letting or licencing is more or less than 30 days. Owners, occupants or tenants who rent, lease, let or license their strata lots for less than 30 days do not need to provide a Form K.

(2) When an owner moves into their strata lot and intends to occupy the strata lot for 30 days or longer, the owner with deliver an "RIS - Resident Information Sheet" to the strata corporation

(3) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a "Form K - Notice of Tenant's Responsibilities" in the form set out in the *Strata Property Act*, signed by the tenant.

An owner will advise the strata council in writing, at least seven (7) days in advance of the time and date that any tenant or owner, who has been resident for 30 days or more in the strata lot, intends to move out of the strata lot, and will make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 7.5.

(4) An owner shall inform the strata corporation, within 48 hours, if they are appointing or changing a property manager or property management company. The name, phone number and email address of the property manager will be provided.

7.7 Vacation Rentals

(1) Upon request of an owner, the strata corporation will provide a letter certifying compliance with the strata bylaws for the purpose of securing a City of Victoria business license for that owner's specific strata lot. The letter will be valid for a period of one year or the balance of the current calendar year.

(2) Owners, occupants and tenants may only use their strata lot as a vacation rental if they register their strata lot with the Strata Corporation as a short term rental and provide the Strata Council with the following information:

(a) the owner's or tenant's name and contact information;

(b) the name and contact information of their rental management company, if any;

(c) a photocopy or scan of the business license for their vacation rental within 30 days of issuance of the Strata Council Consent Letter (SCC) by the Strata Corporation AND the City; and

(d) the emergency contact phone number and email address for themselves or their rental manager.

(3) All guests need to sign a form acknowledging that they have read and will follow building bylaws that pertain to guests. The strata will provide a list of relevant bylaws for owners to include in their guest handbook.

(4) All short-term rental units MUST have a guest handbook that includes a copy of their City of Victoria business license and the building bylaws (i.e. quiet hours and the respect of all tenants and owners, bicycle policy, etc.).

(5) Owners will notify the strata within 14 days if the management company or agent changes. The name, email address and phone number of the manager will be provided.

(6) A Strata Council Consent letter will not be provided to a unit owner or their agent until such time as all outstanding fines are paid in full.

7.8 Selling of strata lots

(1) An owner of a residential strata lot, when selling his or her strata lot, will not permit "For Sale" signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose.

(2) An owner of a residential strata lot, when selling his or her strata lot, will not hold or permit to be held, any public open house except in the matter prescribed by the strata council. One open house for agents will be allowed per listing. Unless the strata council otherwise prescribes, all showings must be by appointment only.

(3) No lock boxes shall be placed on common property with the exception of the VREB lockbox.

7.9 Residential executive size

(1) The executive of the Residential Section must have at least 3 and not more than 7 members.

(2) A member of the section executive is eligible for election to the strata corporation's council.

7.10 Executive members' terms

(1) The term of office of a member of the executive ends at the end of the annual general meeting at which the new executive is elected.

(2) A person whose term as member of the executive is ending is eligible for reelection.

7.11 Removing executive members

(1) The Residential Section may, by a resolution passed by a majority vote at a meeting of the Residential Section, remove one or more members from the executive.

(2) After removing a member from the executive, the Residential Section must hold an election at the same meeting to replace the member for the remainder of the term.

(3) No person may stand for the executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot.

7.12 Replacing executive members

(1) If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.

(2) A replacement member may be appointed from any person eligible to sit on the executive.

(3) The executive may appoint a member under this bylaw 7.12 even if the absence of the member being replaced leaves the executive without a quorum.

(4) If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Residential Section may hold a meeting to elect a new executive by complying with the provisions of the *Strata Property Act,* the regulations and the bylaws respecting the calling and holding of meetings.

7.13 Executive officers

(1) At the first meeting of the executive held after each annual general meeting of the Residential Section, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(2) A person may hold more than one office at a time, other than the offices of president and vice president.

(3) The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

(5) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

7.14 Calling executive meetings

(1) Any member of the executive may call an executive meeting by giving the other executive 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) An executive meeting may be held on less than one week's notice if

(a) all executive members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all executive members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

7.15 Requisition of executive hearing

(1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.

(2) If a hearing is requested under bylaw 7.15(1), the executive must hold a meeting to hear the applicant within one month of the request.

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

7.16 Quorum of executive

(1) A quorum of the executive is

(a) 1, if the executive consists of one member,

(b) 2, if the executive consists of 2, 3 or 4 members,

(c) 3, if the executive consists of 5 or 6 members, and

(d) 4, if the executive consists of 7 members.

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

7.17 Executive meetings

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

(2) If an executive meeting is held by electronic means, executive members are deemed to be present in person.

(3) Owners may attend executive meetings as observers.

(4) Despite bylaw 7.17(3), no observers may attend those portions of executive meetings that deal with any of the following:

(a) bylaw contravention hearings;

(b) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

7.18 Voting at executive meetings

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

(2) If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

(4) Electronic Votes:

(a) A motion is passed for action based on a majority of votes received within 48 hours of a request for a vote being sent to the executive.

(b) If an executive member does not reply we consider that person has abstained from voting. For example, if three of six executive members respond with two votes yes and one vote no, the vote is counted as follows: 2 votes yes, 1 vote no and three abstentions. The vote for yes passes with a majority of votes cast.

7.19 Executive to inform owners of minutes

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

7.20 Delegation of executive's powers and duties

(1) Subject to bylaws 7.20(2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive and may revoke the delegation.

(2) The executive 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 bylaw 7.20(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 executive 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, or

(c) whether a person should be denied access to a recreational facility.

7.21 Spending restrictions

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

(2) Despite bylaw 7.21(1), an executive member may spend the Residential Section's money to repair or replace limited common property which has been designated for the use of the Residential Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

7.22 Limitation on liability of executive member

(1) An executive 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 executive.

(2) Bylaw 7.22(1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.

(3) Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

7.23 Small claims court

(1) Notwithstanding any provision of the *Strata Property* Act, the Residential Section may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the Residential Section, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

PART 8 – BYLAWS APPLICABLE TO NON-RESIDENTIAL STRATA LOTS

8.1 Garbage disposal

(1) Owners of non-residential strata lots will remove or cause to be removed all refuse and garbage from their strata lots and deposit it or cause it to be deposited in the containers provided by the Commercial Section for that purpose.

Signs and displays

8.2 The owner of a non-residential strata lot will be permitted to install signs or notices within a non-residential strata lot so as to be visible from the exterior of such strata lot and on the exterior of such strata lot and on the exterior of the building (regardless of whether such exterior is common property), on the condition that the size and design of such signs or notices have received any approvals required from applicable governmental authorities. All such signs and notices will be installed and maintained at the sole expense and risk of the owner of a non-residential strata lot

and such owner will take out and maintain insurance for such signage as a reasonable owner displaying similar signage would obtain.

8.3 Notwithstanding bylaw 2.6, an owner or operator of a non-residential strata lot will not be required to obtain the written approval of the strata corporation before constructing, installing, erecting, maintaining and replacing commercial signage on the common property provided that any such signage is in accordance with all applicable bylaws and rules and regulations of the City of Victoria and any other relevant governmental authority.

8.4 Awnings

(1) The owner of a non-residential strata lot will be permitted to install awnings within and attach the same to the common property around the outside perimeter of a non-residential strata lot which faces the city street, on the condition that the plans for such awnings have received any approvals required from applicable governmental authorities and. Any awning installed as aforesaid will be maintained in good condition on an ongoing basis and the responsibility for such maintenance (including obtaining and maintaining appropriate insurance) will be solely for the account of the owner of a non-residential strata lot.

8.5 Patios

(1) The owner of a non-residential strata lot will be permitted to use the exterior limited common property designated for the exclusive use of such non-residential strata lot as a patio, sales area and/or merchandising area, to be used for the commercial purposes of that non-residential strata lot including, without limitation, seating customers, selling food and/or merchandise on the condition that such use of the limited common property has received any approvals required from applicable governmental authorities. Any limited common property used as aforesaid will be maintained in good condition on an ongoing basis and the responsibility for such maintenance (including obtaining and maintaining appropriate insurance) will be solely for the account of the owner of that non-residential strata lot.

8.6 Commercial executive size

(1) The executive of the Commercial Section must have at least 3 and not more than 7 members, unless all the non-residential strata lots are owned by the same person, in which case the executive of the Commercial Section must have at least 1 member and not more than 7 members.

(2) If the Commercial Section elects to be represented on council pursuant to bylaw 3.2, the Commercial Section's executive will elect a member of the Commercial Section executive for such purpose.

8.7 Executive members' terms

(1) The term of office of a member of the executive ends at the end of the annual general meeting at which the new executive is elected.

(2) A person whose term as member of the executive is ending is eligible for reelection.

8.8 Removing executive members

(1) The Commercial Section may, by a resolution passed by a majority vote at a meeting of the Commercial Section, remove one or more members from the executive.

(2) After removing a member from the executive, the Commercial Section must hold an election at the same meeting to replace the member for the remainder of the term.

(3) No person may stand for the executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot.

8.9 Replacing executive members

(1) If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.

(2) A replacement member may be appointed from any person eligible to sit on the executive.

(3) The executive may appoint a member under this bylaw 8.8 even if the absence of the member being replaced leaves the executive without a quorum.

(4) If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Commercial Section may hold a meeting to elect a new executive by complying with the provisions of the *Strata Property Act,* the regulations and the bylaws respecting the calling and holding of meetings.

8.10 Executive officers

(1) At the first meeting of the executive held after each annual general meeting of the Commercial Section, the executive must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(2) A person may hold more than one office at a time, other than the offices of president and vice president.

(3) The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

8.11 Calling executive meetings

(1) Any member of the executive may call an executive meeting by giving the other executive 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) An executive meeting may be held on less than one week's notice if

(a) all executive members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all executive members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

8.12 Requisition of executive hearing

(1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.

(2) If a hearing is requested under bylaw 8.12(1), the executive must hold a meeting to hear the applicant within one month of the request.

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

8.13 Quorum of executive

(1) A quorum of the executive is

(a) 1, if the executive consists of 1 member,

(b) 2, if the executive consists of 2, 3 or 4 members,

(c) 3, if the executive consists of 5 or 6 members, and

(d) 4, if the executive consists of 7 members.

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

8.14 Executive meetings

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

(2) If an executive meeting is held by electronic means, executive members are deemed to be present in person.

(3) Owners may attend executive meetings as observers.

(4) Despite bylaw 8.14(3), no observers may attend those portions of executive meetings that deal with any of the following:

(a) bylaw contravention hearings;

(b) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

8.15 Voting at executive meetings

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

(2) If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

8.16 Executive to inform owners of minutes

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

8.17 Delegation of executive's powers and duties

(1) Subject to bylaws 8.17(2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive and may revoke the delegation.

(2) The executive 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 bylaw 8.17(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 executive 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, or

(c) whether a person should be denied access to a recreational facility.

8.18 Spending restrictions

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

(2) Despite bylaw 8.18(1), an executive member may spend the Commercial Section's money to repair or replace limited common property which has been designated for the use of the Commercial Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

8.19 Limitation on liability of executive member

(1) An executive 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 executive.

(2) Bylaw 8.19(1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.

(3) Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.

8.20 Small claims court

(1) Notwithstanding any provision of the *Strata Property Act,* the Commercial Section may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the Commercial Section, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

8.21 Bylaw restrictions

(1) Notwithstanding anything else in these bylaws, the strata corporation, the council, the Residential Section (and its executive) and the Commercial Section (and its executive) will not:

(a) take any action or pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing in any way whatsoever the owner of a non-residential strata lot, or any occupant thereof, from fully utilizing such non-residential strata lot (and any parking stalls, storage areas, common property and limited common property which the owner of such non-residential strata lot, or any occupant thereof, is entitled to use) for commercial purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time;

(b) take any action or pass any bylaws or rules which would restrict the hours of operation of any business carried on within a non-residential strata lot; or

(c) take any action or pass any bylaws or rules which would prohibit, prevent or impair the ability of an owner or occupant of a non-residential strata lot from leasing, subleasing,

granting a license, entering into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot.

8.22 Bylaw amendment

(1) Notwithstanding anything else in these bylaws, the Residential Section (and its executive) will not amend bylaws 7.1 - 7.4 unless such resolution is also approved by a 3/4 vote of the Commercial Section.

PART 9 – VOLUNTARY DISPUTE RESOLUTION

9.1 Voluntary dispute resolution

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

(a) all the parties to the dispute consent, and

(b) the dispute involves the *Strata Property Act,* 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.

PART 10 – MARKETING ACTIVITIES BY OWNER DEVELOPER

10.1 Marketing activities

(1) During the time the owner-developer is the owner or lessee of any strata lot in the development, it shall have the right to:

(a) maintain any strata lot or strata lots, whether owned or leased by it, as display suites and to carry on any marketing and sales functions within such strata lots and within any area of the common property of the development including the recreational facilities,

(b) erect and maintain such signage on the common property of the development, and

(c) have access to any and all parts of the common property and common facilities for the purpose of showing strata lots, the common property and the common facilities to prospective purchasers and realtors, in each case as may be reasonably determined by the owner-developer to be necessary or expedient in order to enable or assist it in marketing or selling strata lots in the development.

PART 11 – PARKING/STORAGE AREA LEASE

11.1 Parking/Storage Area Lease

(1) Each owner of a strata lot may be entitled to the exclusive use of one or more parking stalls and storage areas located in the parking facility or elsewhere pursuant to a partial assignment of the parking/storage area lease (the "Parking/Storage Area Lease") between Anthem Union Holdings Ltd. (the "Developer"), as landlord, and Anthem Leasehold Ltd., as tenant, a copy of which is

attached hereto. Pursuant to the Parking/Storage Area Lease, the strata corporation will assume all the covenants and obligations of the Developer under the Parking/Storage Area Lease with respect to the Stalls and the Storage Areas (as defined in the Parking/Storage Area Lease), at a time and on terms and conditions determined by the Developer and the Developer may, at its option, cause the strata corporation to assume such covenants and obligations in writing.