



Strata Property Act Filing

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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

VIS4334

THE OWNERS, STRATA PLAN VIS4334

Electronic Signature

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

Glenda Lianne  
Macdonald K9AYJL

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Ordered by Troy Petersen 2024/02/23

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

The Owners, Strata Plan VIS 4334 certify that the following amendments to the bylaws of the strata corporation is approved by a resolution passed in accordance with section 128 of the Strata Property Act at the Annual General Meeting held on November 14<sup>th</sup> 2023.

The following bylaw amendments are included with all other registered bylaws of the Strata Corporation:

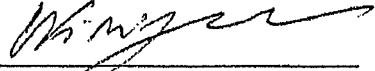
**49 Heat Pumps**

- (1) No owner shall install a heat pump on their strata lot or common property, including limited common property, without written permission from the strata corporation. Owners who wish to install a heat pump must make a written request for permission to the strata council that includes the following information, which must be compliant with (2):
  - (a) The make and model of the proposed heat pump;
  - (b) The contractor who will install the heat pump;
  - (c) The date work will be done to install the heat pump; and
  - (d) Any other information reasonably requested by the strata council.
  
- (2) Provided an owner applies in writing to install a heat pump as contemplated in (1) above, the strata council will not unreasonably withhold its approval of the heat pump installation, provided the proposed heat pump complies with the following specifications:
  - (a) Outdoor unit(s) must be installed at the side or rear of each strata unit and located in the area that is not likely to cause noise issues for neighbours;
  - (b) Outdoor unit(s) must have a consistent sound rating not to exceed 55 decibels.
  - (c) Outdoor unit(s) must be mounted on a suitable vibration absorbing equipment pad.
  - (d) All holes in the exterior building wall for coolant tubing or wiring must be sealed to maintain the integrity of the original building envelope. All penetration to the building envelope and subsequent resealing must be completed by a properly certified professional.
  - (e) Any interior (walls, attic space) ducting must be firmly secured to prevent vibration and noise.
  - (f) Any refrigerant tubing or wiring covers on the exterior wall must be white or painted to match the existing siding and/or stucco and shall be mounted so as not to penetrate the building envelope.
  
- (3) An owner who installs a heat pump will be responsible for all costs associated with the installation, maintenance and repair of heat pumps, including but not limited to building exterior repair and painting, interior walls and attic spaces. In addition, an owner who installs a heat pump will be responsible for all costs associated with repairing damage to the strata lot, common property or limited common property caused by the installation or operation of the heat pumps.
  
- (4) The Strata Corporation may, as a condition of its approval of the heat pump, require an owner to enter into an assumption of liability agreement.

This amendment will come into effect when it has been registered with the Land Titles Office.

**END OF RESOLUTION**

  
\_\_\_\_\_  
Strata Council

  
\_\_\_\_\_  
Strata Council



1. Contact

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

03546-011 Firm Management

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

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THE COMMON PROPERTY, STRATA PLAN VIS 4334

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Kelvin Arvid  
Scheuer TEX4YV

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

**(Section 128)**

The Owners, Strata Plan VIS 4334 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual general meeting held on November 15<sup>th</sup>, 2021.

**WHEREAS** The Owners, Strata Plan VIS 4334 (the "Strata Corporation") wishes to amend the bylaws of the Strata Corporation pursuant to sections 126 and 128 of the *Strata Property Act*, S.B.C. 1998, Chapter 43;

Consolidated Bylaw 3(1)-(2) of the Consolidated Bylaws shall be repealed and replaced with the following Bylaw 3(1)-(2):

**Repair and maintenance of property by owner**

- 3** (1) An owner must repair and maintain the owner's strata lot including:
- (a) any changes from the original condition of the strata lot;
  - (b) deck covering materials located on roof top balconies with a torched-on membrane referred to in subsection (2);
  - (c) maintenance and repair of patios and
  - (d) ordinary cleanliness of patios, decks and balconies; and,
  - (e) repair and maintenance of any other portions of the strata lot, excluding repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (2) The owner of a roof top balcony with a torched-on membrane must install, clean, repair, maintain and replace deck covering materials (such as wood/composite decking, pre-made interlocking tiles or outdoor carpeting) which rest on the balcony membrane surface pursuant to the following standards and specifications:
- (a) the decking material must be floating;
  - (b) the installation of decking material must not result in holes and/or punctures to the balcony membrane or the wall structure;
  - (c) the decking material sections must be capable of being lifted to gain access to the balcony membrane;
  - (d) any debris under the decking material and balcony drains must be removed and cleaned regularly in a reasonable and timely fashion;
  - (e) the decking must be lifted by the owner when requested to conduct inspections scheduled by the Strata Corporation from time to time;

and subject to the owner's obligation under Bylaw 3(1), the Strata Corporation must repair and maintain the remaining deck and balcony components, including roof-top balcony membranes.

Consolidated Bylaw 6(4)(m) which requires owners to notify subsequent purchasers of the terms of an Alteration & Indemnity Agreement and for purchasers to agree to same shall be repealed.

Consolidated Bylaw 8(1)(c)(iii) which requires the Strata Corporation to repair and maintain portions of a strata lot, including chimneys, balconies, decks and other things attached to the exterior of a building shall be amended to clarify the Strata Corporation's obligation to repair and maintain balconies and the torched-on balcony membrane, so that after the amendment Bylaw 8 shall read as follows:

**Repair and maintenance of property by Strata Corporation**

- 8 (1) The Strata Corporation must repair and maintain all of the following:
  - (a) common assets of the Strata Corporation;
  - (b) common property;
  - (c) a strata lot in a strata plan, but the duty to repair and maintain it is restricted to:
    - (i) the structure of a building;
    - (ii) the exterior of a building;
    - (iii) chimneys, balconies, decks, and other things attached to the exterior of a building, excluding ordinary cleanliness and roof top deck covering materials referred to in Bylaws 3(1) and (2) forming the obligation of the owner;
    - (iv) doors, windows and skylights on the exterior of a building or that front on the common property;
    - (v) fences, railings and similar structures that enclose balconies.
- (2) The Strata Corporation shall at its expense:
  - (a) conduct an annual inspection of the smoke detectors in the strata lots and access for this purpose shall be provided by the Residents pursuant to Bylaw 7; and,
  - (b) periodically service all garage doors, excluding garage door openers which form the responsibility of the owner.

**THE END**



Strata Council Member



Strata Council Member



1. Contact

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

03546-011 Firm Management

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**Strata Property Act**

**FORM I**

**AMENDMENT TO BYLAWS**

**(Section 128)**

The Owners, Strata Plan VIS 4334 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual general meeting held on November 15<sup>th</sup>, 2021.

**WHEREAS** The Owners, Strata Plan VIS 4334 (the "Strata Corporation") wishes to amend the bylaws of the Strata Corporation pursuant to sections 126 and 128 of the *Strata Property Act*, S.B.C. 1998, Chapter 43;

**NOW THEREFORE BE IT RESOLVED** by 3/4 vote of the Strata Corporation pursuant to section 128 of the *Strata Property Act*, S.B.C. 1998, Chapter 43, that the Consolidated Bylaws filed in the Land Title Office on November 30, 2020 under Instrument No. CA8606729 (the "Consolidated Bylaws") shall be changed, repealed, added to or otherwise amended as follows:

**Bylaw #37 (aa) is hereby repealed in its entirety and replaced with the following:**

37 (aa) use a barbecue on a patio, deck or balcony, excluding a propane, electric or gas (provided a natural gas attachment is installed for such use) barbeque located at least 2 feet from the exterior wall or the building overhang which is permitted.

**END OF RESOLUTION**

  
Signature of Council Member

  
Signature of Council Member


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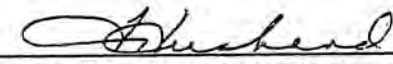
**Strata Property Act  
FORM I  
AMENDMENT TO BYLAWS****(Section 128)**

The Owners, Strata Plan VIS 4334 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual general meeting held on November 17<sup>th</sup>, 2020.

**BE IT RESOLVED** by a 3/4 vote of THE OWNERS, STRATA PLAN VIS 4334 pursuant to section 128(1)(c) of the *Strata Property Act*, S.B.C. 1998, Chapter 43:

- (a) all previous bylaws registered in the Land Title Office shall be repealed;
- (b) the statutory Standard Bylaws shall be repealed;
- (c) all previous Rules are withdrawn from the Rules of the strata;
- (d) the following bylaws shall be deemed to be the bylaws of the Strata Corporation (the "Consolidated Bylaws").

  
\_\_\_\_\_  
Signature of Council Member

  
\_\_\_\_\_  
Signature of Second Council Member



# BYLAWS

Strata Plan VIS 4334

Orchard Woods

(4525 Wilkinson Road, Saanich)

17 November 2020

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## PREAMBLE

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

There are no designations of limited common property on the Strata Plan. The patios and decks are designated as part of the strata lot.

Unless otherwise stated, all terms have the same meaning as defined in the *Strata Property Act*,

S.B.C. 1998, c. 43. For the purposes of these bylaws, a “**Resident**” means collectively, an owner, tenant and occupant and “**Residents**” means collectively owners, tenants and occupants.

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

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Ordered by Troy Petersen 2024/02/23

**DIVISION 1 – Duties of owners, tenants, occupants and visitors**

**Payment of strata fees**

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate and must pay a special levy by the date set out in a special levy resolution approved by owners from time to time.
- (2) An owner of a strata lot must either provide the Strata Corporation with monthly consecutive post-dated cheques representing strata fees for that strata lot during the fiscal year of the Strata Corporation, dated on the first day of each month or enter into a preauthorized debit agreement.
- (3) All banking charges incurred by the Strata Corporation as a result of a payment being dishonoured by the owner’s financial institution will be charged back to the owner in addition to any fine levied by the Strata Corporation.
- (4) If the Strata Corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, such costs shall be charged back to the owner and the owner of the strata lot will be responsible to reimburse the Strata Corporation for the actual reasonable costs incurred by the Strata Corporation on a full indemnity basis.

**Interest charges**

- 2 (1) The Strata Corporation may charge an owner who is late paying his or her strata fees or special levy interest at the rate of 10% per annum, compounded annually.
- (2) Interest payable on a late payment of strata fees is not a fine and shall form part of the strata fees for the purposes of section 116 of the Act.

**Repair and maintenance of property by owner**

- 3 (1) An owner must repair and maintain the owner's strata lot including:
  - (a) any changes from the original condition of the strata lot;
  - (b) repair, maintenance and ordinary cleanliness of decks, balconies and patios, excluding the balcony membrane which forms the obligation of the Strata Corporation; and,
  - (c) repair and maintenance of any other portions of the strata lot, excluding repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (2) For greater certainty, an owner is responsible to install, clean, repair and maintain an appropriate deck covering material (wood/composite decking, pre-made interlocking tiles, or outdoor carpeting) which rests on the balcony membrane surface pursuant to the following standards and specifications:
  - (a) decking material must be floating;
  - (b) the installation of decking material must not result in holes and/or punctures to the balcony membrane or the wall structure;
  - (c) decking material sections must be capable of being lifted to gain access to the balcony membrane;

Repealed & Replaced  
DEC 2/2021  
CA 9553741

Repealed &  
Replaced  
Dec 21/2021  
CA 9553741

- (d) debris under the decking material and balcony drains must be removed and cleaned regularly in a reasonable and timely fashion; and,
- (e) decking must be lifted when requested to conduct inspections scheduled by the Strata Corporation from time to time.

- (3) An owner is responsible for any resultant damage to the balcony membrane forming the responsibility of the Strata Corporation, excluding reasonable wear and tear, and any related costs and expenses shall be charged back by the Strata Corporation to the responsible owner, including actual management, related consulting and reasonable legal costs.
- (4) An owner must:
  - (a) inspect, maintain and service gas fireplaces and water heaters at least once every two (2) years and provide council with proof of same;
- (5) An owner who fails to comply with subsection (4) is responsible to pay the insurance deductible if a failure causes damage. If the repair costs are less than the amount of the insurance deductible, then the owner is responsible to conduct the repairs and pay the related costs. The owner must reimburse the Strata Corporation for any insurance deductible, repair costs or other related costs charged back to the responsible owner on the first day of the month following the date of the chargeback.
- (6) Subject to an alteration agreement, bylaw, Strata Corporation decision or order to the contrary, the owner of the strata lot is responsible to repair and maintain alterations to a strata lot, common property, including those made by a predecessor on title even if the alteration is not governed by a written alteration agreement.

**Use of property**

- 4 (1) A Resident or visitor must not use a strata lot, the common property or common assets in a way that
  - (a) causes a nuisance, security risk or hazard to another person;
  - (b) causes unreasonable noise between the hours of 10:00 p.m. and 8:00 a.m.;
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
  - (d) is illegal
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) A Resident or visitor must not::
  - (a) unreasonably annoy, harass, bully or disturb another Resident;
  - (b) cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act;
  - (c) permit anything to be done on the premises which will in any way increase the risk of fire or the rate of fire insurance premium on the building or on the property; and,

- (d) do or permit anything to be done that contravenes any statute, ordinance or bylaw of any federal, provincial or municipal government authority, restrictive covenant, easement, building scheme, order, regulation or any other law.

#### Inform Strata Corporation

- 5 (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number, email address or mailing address outside the strata plan, if any, telephone number(s) and must provide emergency contact information.
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name, strata lot number and email address, if any, telephone number(s) and must provide emergency contact information.

#### Alterations to the strata lot and/or common property

- 6 (1) An owner must obtain the written approval of the council before making an alteration that involves any of the following (the "Alteration"):
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, balconies, decks, patios or other things attached to the exterior of a building;
  - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
  - (e) fences, railings or similar structures that enclose a patio or balcony;
  - (f) common property located within the boundaries of a strata lot;
  - (g) common property;
  - (h) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act including major interior alterations, but excluding cosmetic changes, such as interior painting, hanging pictures and other interior decorative changes where permission is not required;
  - (i) enclosure of a balcony, deck or patio;
  - (j) flooring replacement in a strata lot;
  - (k) addition of an exterior or interior structural wall;
  - (l) wiring, plumbing, piping, heating, air-conditioning and other service facilities; or,
  - (m) common assets.
- (2) Before proceeding with the Alteration, an owner must obtain written approval from council to the Alteration application containing the following:
  - (a) details of the proposed Alteration including the nature of the changes, plans, specifications, a site plan and the proposed dimensions, materials and finishings;

- (b) confirmation that the Alteration is consistent with other approved Alterations if required by the bylaws such as, for example, privacy screens;
  - (c) detailed plans and specifications, when requested by council, from a qualified professional such as an engineer, architect or other professional; and,
  - (d) any other documents or information that the council may reasonably require.
- (3) A  $\frac{3}{4}$  vote of owners at a general meeting is required pursuant to section 71 of the Act as a condition of approval if the council determines that the Alteration constitutes a significant change to the use or appearance of common property or land that is a common asset.
- (4) The council may approve an Alteration, subject to the owner complying with the following conditions of approval:
- (a) execute an Alteration & Indemnity Agreement satisfactory to council;
  - (b) carry out the work using licensed qualified contractors and professionals where council deems it to be appropriate;
  - (c) complete a hazardous materials survey when requested by council and comply with remediation recommendations from a qualified professional;
  - (d) ensure all contractors are registered with *WorkSafeBC* and are up-to-date paying their premiums;
  - (e) provide council with valid permits required by the authority having jurisdiction;
  - (f) perform the work in a good and workmanlike fashion and pursuant to applicable buildings codes, applicable standards, laws and conditions of approval;
  - (g) complete the work within a reasonable time frame, but no longer than three years of the approval being given, after which the proposed changes shall become void;
  - (h) perform the work during the hours of 8:00 a.m. and 6:00 p.m.;
  - (i) obtain and maintain appropriate insurance for any approved Alteration involving Common Property or Common Assets as approved by a  $\frac{3}{4}$  vote of the owners at a general meeting;
  - (j) rectify deficiencies in a timely fashion;
  - (k) indemnify the Strata Corporation, its council, authorized agents and employees and save them harmless against any costs, expenses, claims or liability, present or future, whether known or unknown, related to the Alteration, application process, work, environmental risks, defects, permits, resultant damage, liens or otherwise, including actual management, related consulting and legal costs on a full indemnity basis;
  - (l) assume responsibility for costs related to the Alteration, including installation, materials, labour, construction, insurance, repair, maintenance and replacement costs;
  - (m) notify subsequent purchasers of the strata lot of the terms of the Alteration & Indemnity Agreement and require the purchaser to agree, in writing, to the terms of the Agreement, failing which the Alteration must be removed at the owner's expense; and,
  - (n) any other conditions required in the opinion of council.

Repealed  
Dec 2/2021  
CA 9553741



- (5) The council may grant written approval for an Alteration with or without conditions to provide reasonable accommodation to a person with a disability.
- (6) If an existing Alteration requires replacement, the owner must obtain the prior written approval of council in accordance with this bylaw.
- (7) If an Alteration has been installed or constructed in violation of these bylaws ("Unauthorized Alteration"), then the owner or his or her successor shall at his or her expense correct, remove and/or restore the property as directed by council.
- (8) If an owner or successor fails to conduct repair, maintenance, removal or other work within the time stipulated in a written notice from council to that effect, then the Strata Corporation may carry out the work and chargeback all related costs to that owner and the owner shall be responsible to reimburse the Strata Corporation for all such costs, including management, related consulting and actual reasonable legal costs.
- (9) The notice from the Strata Corporation to perform work shall constitute a work order for the purposes of sections 83, 84 and 85 of the Act.
- (10) An owner in contravention of this bylaw may be subject to any available remedy under law including one or more of the following:
  - (a) a stop work order, rectification order, demand for costs or fines from the Strata Corporation;
  - (b) an order from a court or tribunal to:
    - (i) stop work;
    - (ii) remove the Alteration and restore the property in the discretion of council, including clean up and restoration costs;
    - (iii) pay costs, expenses and fines on a full indemnity basis;
    - (iv) actual management, related consulting and reasonable legal costs; and/or,
    - (v) other relief.

#### Permit entry to strata lot

- 7 (1) A Resident or visitor must allow a person authorized by the Strata Corporation to enter the strata lot:
  - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and,
  - (b) at a reasonable time, on 48 hours' written notice, to:
    - (i) inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act; or,
    - (ii) to ensure compliance with the Act, regulations, bylaws and rules provided that there are reasonable grounds to believe that a violation exists.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) If access is not provided after the expiry of reasonable notice to that effect or in an emergency situation, where notice is not required, the Strata Corporation may charge back costs related to a failure to provide access, including actual reasonable legal costs, and recover same from the responsible owner or tenant.

Amended  
Dec 21/2021  
CA 9553741

**DIVISION 2 – Powers and Duties of Strata Corporation**

**Repair and Maintenance of property by Strata Corporation**

- 8 (1) The Strata Corporation must repair and maintain all of the following:
  - (a) common assets of the Strata Corporation;
  - (b) common property;
  - (c) a strata lot in a strata plan, but the duty to repair and maintain it is restricted to:
    - (i) the structure of a building;
    - (ii) the exterior of a building;
    - (iii) chimneys, balconies, decks and other things attached to the exterior of a building including the balcony membrane, but excluding repair and maintenance of balconies, decks and patios which form the obligation of the owner;
    - (iv) doors, windows and skylights on the exterior of a building or that front on the common property;
    - (v) fences, railings and similar structures that enclose balconies.
- (2) The Strata Corporation shall at its expense:
  - (a) conduct an annual inspection of the smoke detectors in the strata lots and access for this purpose shall be provided by the Residents pursuant to Bylaw 7; and,
  - (b) periodically service all garage doors, excluding garage door openers which form the responsibility of the owner.

**DIVISION 3 - Council**

**Council size and eligibility**

- 9 (1) The council must have at least 3 and not more than 7 members.
- (2) A person who meets the following eligibility requirements is eligible for election to council and to continue on council, if elected:
  - (a) the persons must be at least eighteen (18) years of age;
  - (b) the person must be an owner, adult child, spouse or parent of an owner;
  - (c) the person must not be found by a court to be incapable of managing his or her own affairs;
  - (d) the person must not be an undischarged bankrupt; and,
  - (e) the persons must not be convicted in any court of an offence, including fraud connected with the promotion, formation, or management of either a corporation or unincorporated entity.
- (3) Spouse includes a husband, wife or an individual who has lived and cohabited with the owner for a period of at least 2 years at the relevant time in a marriage-like relationship and includes a marriage-like relationship between persons of the same gender as the owner.

- (4) Only one person is eligible to run for election as a council member at any one time with respect to a particular strata lot.
- (5) No person shall stand for council or continue to be on council if the Strata Corporation is entitled to register a lien against that person's strata lot under section 116(1) of the *Act*.
- (6) If a council member is unable to continue to be on council pursuant to subsection (2) or (5), then that council member is deemed to have resigned for the purposes of these bylaws and the remaining members of the council may replace that member pursuant to bylaw 12.

#### **Council members' terms**

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

#### **Removing council member**

- 11 (1) The Strata Corporation may, by a resolution passed by a majority vote at a special general meeting, remove one or more council members. The Strata Corporation must pass a separate resolution for each council member to be removed.
- (2) After removing a council member, the Strata Corporation must hold an election at the same special general meeting to replace the council member for the remainder of the term.
- (3) If a replacement member is not elected by majority vote, then the number of members shall be reduced to the number of elected members for the remainder of the term provided that the number of elected members must not be less than the minimum number of council members required by these bylaws.
- (4) If the Strata Corporation removes all of the council members, the Strata Corporation must hold an election at the same special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by these bylaws.

#### **Replacing council member**

- 12 (1) If a council member resigns, or is unwilling or unable to act for a period of more than 2 months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this bylaw even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the *Act*, the regulations and the bylaws respecting the calling and holding of meetings.

## Officers

- 13**
- (1) At the first meeting of the council held after each annual general meeting of the Strata Corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
  - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
  - (3) The vice president has the powers and duties of the president:
    - (a) while the president is absent or is unwilling or unable to act; or,
    - (b) if the president is removed; or,
    - (c) for the remainder of the president's term if the president ceases to hold office.
  - (4) The council may vote to remove an officer.
  - (5) If an officer, other than the president, is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

## Calling council meetings

- 14**
- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
  - (2) The notice does not have to be in writing.
  - (3) The date of the next regularly scheduled council meeting will be published in the minutes of the previous council meeting.
  - (4) 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.
  - (5) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

## Requisition of council hearing

- 15**
- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
  - (2) If a hearing is requested under subsection (1), the council must hold a council meeting to hear the applicant within four (4) weeks after the request.
  - (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one (1) week after the hearing.

- (4) The council meeting at the option of council may be held by electronic means including telephone conferencing, video conferencing or any other electronic means, so long as all council members, the applicant and authorized participants can communicate with one another
- (5) The applicant attending a hearing by electronic means is deemed to be heard in person at a council meeting for purposes of Regulation 4.01 of the *Act*
- (6) Observers cannot attend hearings.
- (7) Authorized representatives may assist the applicant at the hearing with the applicant's consent and other authorized persons, excluding observers, may attend and participate at the hearing with prior approval of the applicant and council.
- (8) A digital recording of a hearing is not permitted without the approval of the applicant and council by majority vote.

#### Quorum of council

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

#### Council meetings

- 17 (1) The council may meet together for the conduct of business, adjourn, and otherwise regulate its meetings as it sees fit.
- (2) At the option of council, council meetings may be held by electronic means including telephone conferencing, video conferencing or any other electronic means, so long as all council members and other participants can communicate with each other.
- (3) If a council meeting is held by electronic means, council members, hearing applicants and authorized participants are deemed to be present in person.
- (4) The council may rule by majority vote that observers are not permitted and in that event the ruling shall be final and binding.
- (5) Despite subsection (4), no observers may attend those portions of a council meeting that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the *Act*;
  - (b) rental restriction bylaw exemption hearings under section 144 of the *Act*;
  - (c) hearings pursuant to section 34(1) of the *Act*;
  - (d) in camera council meetings; or,
  - (e) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

### Voting at council meetings & e-mail votes

- 18 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.
- (4) A vote at a council meeting may be conducted by email subject to the following conditions:
- (a) at least a majority of council members eligible to vote at a council meeting must respond to the request for an email vote by either voting in favour of the resolution, voting against the resolution or abstaining and this vote shall be delivered to the Strata Corporation email address as soon as practically possible after the date of the request;
  - (b) if a council member objects to the email vote or if a majority fail to respond to the request for an email vote, then the vote shall be postponed until the next duly convened council meeting;
  - (c) subject to subsection (b), a resolution receiving email votes in favour from a majority of council members shall be deemed to be approved; and,
  - (d) the vote taken by email shall be recorded in the council minutes and distributed to the owners as soon as feasible.
- (5) If a council meeting is held by email, council members are deemed to be present in person and notice of the meeting is deemed to have been waived.

### Council to inform owners of minutes and notice procedures

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

#### Notice by email to the Strata Corporation

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

### Delegation of council's powers and duties

- 20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that:
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or,
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must:
- (a) set a maximum amount that may be spent; and,
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule;
  - (b) whether a person should be fined, and the amount of the fine; or,
  - (c) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

### Spending restrictions

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

#### Unapproved expenditures

- (2) If a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the Strata Corporation may only make the expenditure in accordance with this bylaw.
- (3) Pursuant to section 98(2) of the Act, the expenditure may be made out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is the amount that is equal to \$2,000 for that fiscal year or less, and the owners are informed of such expenditure as soon as practically possible after same is made.
- (4) Pursuant to section 98(3) of the Act, an expenditure may be made out of the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or prevent significant loss or damage, whether physical or otherwise provided that such expenditure does not exceed the amount needed to ensure safety or prevent significant loss or damage and owners are informed as soon as feasible about the expenditure.
- (5) Pursuant to section 82(3) of the Act, the Strata Corporation does not require a  $\frac{3}{4}$  vote of owners to acquire or dispose of personal property which has a market value of less than \$1,000.00.

Fiscal year end

- (6) The fiscal year of the Strata Corporation shall end on November 30<sup>th</sup> of each year.

**Limitations on liability of council member**

- 22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the Strata Corporation.
- (3) All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, are valid as if the council member had been duly appointed or had duly continued in office.

Indemnity of council member

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

End of Division 3

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## DIVISION 4 – Enforcement of Bylaws and Rules

### Fines

- 23 (1) Complaint, right to answer and notice of decision (section 135 of the Act)
- (a) The council must not impose a fine for a contravention of a bylaw or rule, require a person to pay the costs of remedying a contravention unless the Strata Corporation has received a complaint about the contravention and given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant.
  - (b) If the person is a tenant, the Strata Corporation must give notice of the complaint to the person's landlord, to the owner, or to the owner's representative.
  - (c) The Strata Corporation must promptly give notice in writing of a decision to the tenant and/or owner.
  - (d) Once the requirements referred to in this section have been complied with, the council may impose a fine for a continuing contravention of that bylaw or rule without further compliance with this section.
- (2) Subject to compliance with subsection (1), the council, in addition to any other rights or remedies that it has available under law, may levy a fine in its sole and absolute discretion in an amount not to exceed a maximum of \$500.00 for each contravention of the rental prohibition bylaw, \$1,000.00 per day for each contravention of a temporary accommodation bylaw, \$200.00 for each contravention of the remaining bylaws of the Strata Corporation and \$50.00 for each contravention of a rule.
- (3) A late payment penalty may be assessed against an owner who is in default of payment of his or her strata fees or special levies in the amount of \$25.00 for each and every month that payment remains in default.
- (4) The Strata Corporation may fine an owner if a bylaw or rule is contravened by the owner, the owner's tenant, occupant or visitor.
- (5) The Strata Corporation may fine a tenant if a bylaw or rule is contravened by the tenant or the tenant's occupant or visitor.
- (6) If the Strata Corporation fines a tenant or requires a tenant to pay the costs of remedying a contravention of the bylaws or rules, the Strata Corporation may collect the fine or costs from the tenant, the tenant's landlord or the owner, but may not collect an amount, that in total is greater than the fines or costs.
- (7) The maximum amount of a fine and the maximum frequency of imposition of a fine must not exceed the maximums set out in the regulations to the Act.

#### Remedy a contravention

- (8) The Strata Corporation may do what is reasonably necessary to remedy a contravention of the bylaws or rules, including:
- (a) doing work on or to a strata lot, the common property or common assets; and/or,
  - (b) removing objects from the common property or common assets.

- (9) Subject to compliance with section 135 of the Act, the Strata Corporation may charge back the reasonable costs of remedying a contravention and recover such costs from a person who may be fined for the contravention under these bylaws, including actual management, related consulting and reasonable legal costs.

#### **Continuing contravention**

- 24 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days, except for a contravention of a temporary accommodation bylaw where a fine may be imposed daily.

### **DIVISION 5 – Annual and Special General Meetings**

#### **Person to chair meeting**

- 25 (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president or the vice president chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

#### **Participation by other than eligible voters**

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

#### **Voting**

- 27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless a precise count is authorized by a majority vote of owners.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice-president may break the tie by casting a second, deciding vote.

- (6) Despite anything in this section, an election of the council must be held by secret ballot if the secret ballot is requested by an eligible voter, and any other vote must be held by secret ballot if the chair decides to hold a secret ballot or if a secret ballot is approved by a majority vote at the meeting.

#### Order of business

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

#### Electronic general meetings

- 29 (1) The council may hold annual or special general meetings by electronic means, including special general meetings demanded by 20% of the Strata Corporation's votes pursuant to section 43 of the Act or bylaw 12(4), including by telephone conference call, video conferencing or any other electronic means, so long as all authorized participants and eligible voters can communicate with each other during the meeting.
- (2) If an annual or special general meeting is held by electronic means, eligible voters are deemed to be present in person or by proxy.

- (3) An authorized participant means an agent of the Strata Corporation including a strata manager, legal counsel, insurance agent or any other person authorized by council to attend prior to the meeting.

#### **Person to chair electronic meeting**

- 30 (1) Annual and special general meetings held by electronic means must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the electronic meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the electronic meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.
- (4) The secretary of the council shall prepare the minutes of the electronic meeting.
- (5) If the secretary of the council is unwilling or unable to act, the minutes of the electronic meeting must be prepared by an authorized person or eligible voter appointed by the chair.
- (6) The chair may appoint authorized participants or eligible voters to assist with practice and procedure during the electronic meeting.

#### **Participation by other than eligible voters at electronic meeting**

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

#### **Voting at electronic meeting**

- 32 (1) At an annual or special general meeting held by electronic means, registration, verification of proxies, participation and quorum of eligible voters in person or by proxy must be confirmed by the chair at the beginning of the meeting by calling the roll.
- (2) All matters will be decided by majority vote at an electronic annual or special general meeting unless a different voting threshold is required or permitted by the *Act* or the regulations.
- (3) The outcome of a vote on a resolution must be announced by the chair and recorded in the minutes of the meeting.
- (4) If a precise vote is requested, the chair must decide whether the vote will be by roll call or some other method.
- (5) The outcome of each vote requiring a precise count, including the number of votes for and against the resolution and any abstentions must be announced by the chair and recorded in the minutes of the meeting.
- (6) If there is a tie vote on any matter at an electronic annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (7) Notwithstanding any other bylaw, a vote may not be conducted by secret ballot at an electronic annual or special general meeting.

- (8) The votes on a resolution at an electronic meeting may be cast by eligible voters using any one of the following voting methods:
  - (a) email during the voting window
  - (b) show of voting ballots if visual electronic communication is available;
  - (c) call of the roll;
  - (d) restricted proxy; or
  - (e) any other electronic method that identifies votes of eligible voters in the discretion of the chair.
- (9) Amendments to resolutions and the budget may be voted upon by calling the roll or by any other electronic method so long as the chair can determine the outcome of the vote by all eligible voters during the meeting.
- (10) After the voting window is closed at the meeting:
  - (a) the total number of votes cast by the eligible voters on each resolution including ballots cast during the voting window and restricted proxy votes will be calculated;
  - (b) restricted proxy votes must be addressed pursuant to the owner's instructions;
  - (c) the chair will announce the outcome of the vote for each resolution including the total number of votes cast, the number of votes in favour, against, abstentions and whether the resolution was approved or defeated; and,
  - (d) the outcome of the vote must be recorded in the minutes of the meeting.
- (11) The Strata Corporation must keep all ballots and proxies for an electronic annual or special general meeting for a period of two (2) years after which they shall be destroyed.

#### **Order for business at electronic meeting**

- 33 (1) The order of business at annual and special general meetings held by electronic means is as follows:
- (a) verify proxies;
  - (b) verify eligible voters present in person or by proxy and participating in the meeting by calling the roll;
  - (c) establish and announce quorum;
  - (d) call the meeting to order;
  - (e) elect a person to chair the meeting, if necessary;
  - (f) report the method of notice of the meeting;
  - (g) approve the agenda;
  - (h) confirm procedures and voting methods for the meeting;
  - (i) approve minutes from the last annual or special general meeting;
  - (j) receive reports that relate to the order of business;

- (k) ratify any new rules made by the strata corporation under section 125 of the Act included in the notice of meeting;
  - (l) report on insurance coverage as part of an electronic annual general meeting in accordance with section 154 of the Act;
  - (m) discuss the budget for the coming year in accordance with section 103 of the Act, if the meeting is an electronic annual general meeting;
  - (n) deal with new business and resolutions, including any matters about which notice has been given under section 45 of the Act;
  - (o) confirm the method for electing council;
  - (p) conduct balloting and vote on agenda items, resolutions and/or elect a council, as applicable, using the voting methods adopted for the meeting;
  - (q) Terminate the meeting.
- (2) The order of business at an annual or special general meeting set out in subsection (1) may be changed by a majority vote at the meeting.

### Governance provisions

#### 34 Quorum

- (1) Business must not be conducted at an annual or special general meeting of the Strata Corporation unless a quorum is present.
- (2) A quorum for an annual or special general meeting of the Strata Corporation is 1/3 of the eligible voters of the Strata Corporation, present in person or by proxy.

#### Quorum for annual or special general meeting

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

#### Eligible voters, strata arrears and quorum

- (4) If the Strata Corporation is entitled to register a lien against a strata lot under section 116(1) of the Act, then the vote for that strata lot shall not be exercised at any annual or special general meeting, except on matters requiring a unanimous vote.
- (5) If a vote for a strata lot may not be exercised pursuant to subsection (4) then that strata lot's vote must not be considered for the purposes of determining a quorum in accordance with section 48 of the Act or for the purposes of sections 43(1), 46(2) and 51(3) of the Act.

#### Timing for annual general meeting

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

#### Minutes of general meeting

- (7) The council must provide owners of the minutes of all annual and special general meetings within 3 weeks of the meeting, whether or not the minutes have been approved.

## DIVISION 6 – Voluntary Dispute Resolution

### Voluntary dispute resolution

- 35 (1) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
- (a) all the parties to the dispute consent; and,
  - (b) the dispute involves the *Act*, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
- (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties; or,
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## DIVISION 7 – Additional Bylaws

### Pets

- 36 (1) A Resident or visitor must not keep any pets on a residential strata lot other than one or more of the following:
- (a) a reasonable number of aquarium fish;
  - (b) a reasonable number of small caged mammals;
  - (c) up to 2 caged birds such as canaries or budgies;
  - (d) up to 2 domestic pets including 2 dogs, 2 indoor cats or 1 dog and/or 1 indoor cat, including a pet required by a Resident to accommodate a disability pursuant to satisfactory medical evidence.
- (2) This bylaw does not apply to:
- (a) a guide dog or service dog certified and that continues to be certified under the *Guide Dog and Service Dog Act*; or,
  - (b) a dog that is a member of a retired guide or service dog team if the person who is a member of the team is a Resident; and,
  - (c) a pet living with a Resident in compliance with the pet bylaw at the time this bylaw is passed and which continues to live there after this bylaw is passed.
- (3) “Guide dog”, “retired guide or service dog team” and “service dog” have the same meaning as in the *Guide Dog and Service Dog Act*.
- (4) Subject to subsections (1) and (2) all other wild, reptilian, exotic, domestic or household pets are prohibited in a residential strata lot (a “Prohibited Pet”).
- (5) If, in the opinion of the council, a pet,
- (a) causes a nuisance;
  - (b) constitutes a danger to any person;
  - (c) unreasonably disrupts the quiet enjoyment of other Residents;

- (d) causes unreasonable noise; or
  - (e) causes unreasonable damage to a strata lot or the common property;
- then council may require that the removal of that pet from the Strata Corporation if the pet is found to be problematic on not less than 3 separate occasions ("Problematic Pet") or the pet is found to be dangerous on one occasion ("Dangerous Pet").
- (6) An owner or tenant shall remove a Prohibited Pet, Problematic Pet or a Dangerous Pet permanently from the Strata Corporation within the time stipulated in a written demand to that effect.
  - (7) A Resident or visitor shall:
    - (a) ensure that pets are supervised and are under control at all times while on common property or on land that is a common asset;
    - (b) ensure that dogs are on a leash at all times while on common property or on land that is a common asset;
    - (c) promptly clean up pet excrement and dispose of same in a sanitary manner; and,
    - (d) not leave a pet tied up or unattended at any time while on the common property or on a patio, deck or balcony.
  - (8) An owner is responsible for the actions of his or her pets and the pets of his or her tenants, occupants and visitors. A tenant is responsible for the actions of his or her pets and the pets of his or her occupants and visitors.
  - (9) An owner or tenant in violation of this bylaw may, in addition to fines, be subject to any remedy available to the Strata Corporation under law.

#### **Use of the strata lot and common property**

##### Use prohibition and restriction

- 37 (1) A Resident or visitor shall not:
  - (a) ride a bicycle on the common property lawn areas;
  - (b) cause or produce any unacceptable smell, vibration or glare in or about any strata lot or the common property;
  - (c) feed wild birds or wild animals from their strata lot or the common property;
  - (d) use a waterbed or water filled furniture in any strata lot, without prior permission from council;
  - (e) store or permit to be stored in or about their strata lot or common property any flammable, explosive or hazardous materials other than a certified propane tank for a barbeque;
  - (f) install or permit to be installed a radio telephone or television antennae or receiving dish on the exterior of a building without the prior written approval of council;
  - (g) hang clothing or bedding of any kind from a balcony, patio, window, deck or door so as to be visible from the exterior of a building;
  - (h) install or place awnings or shades on windows or balconies without the prior written permission of council;



- (i) place window coverings, including coloured or patterned drapes, sheets, blankets, tin foil or other similar type of coverings, showing from the outside of a building in the windows, except for neutral colour and design, which are permitted;
- (j) Install festive or Christmas lights and decorations visible from the exterior of a strata lot except during the period from December 1 and January 31 each year;
- (k) place or store items on a patio, deck or balcony, except for free standing, self-contained planter boxes, barbecues and summer furniture, without the prior written approval of council;
- (l) store or park a bicycle, moped, motorcycle, golf cart or other similar item on a patio, balcony, deck or common property;
- (m) store or place gardening equipment on a strata lot or the common property, excluding storage inside a garage which is permitted;
- (n) hang or install a hose reel on a building in a manner that is visible from the front of the strata lot;
- (o) play sports, games or engage in other similar activities where damage to common property may occur, or create a nuisance to other residents;
- (p) install any item on the front door of strata lot excluding a mail/letter box for flyers and notices which are permitted;
- (q) install a hot tub, swing set, sand box, trampoline or other similar outdoor apparatus on the common property;
- (r) convert a garage or storage area into habitable living area;
- (s) use a garage for commercial purposes at any time;
- (t) hold a garage sale without the prior written permission of council;
- (u) throw items or substances, including cigarettes and matches, out of a strata lot or common property at any time;
- (v) throw any items or shake or wring mops or dusters from patios, balconies, decks, windows, doors or any other portion of the strata lot or the common property;
- (w) permit a strata lot, patio, deck or balcony to become a fire hazard, unsightly or unsanitary;
- (x) place chairs, tables or other objects on the common property and shall not otherwise cause damage to trees, plants, bushes, flowers, lawns or landscaping;
- (y) prune, cut or mow plants, trees, shrubs, lawns or other common property landscaping;
- (z) use a walkway, driveway and roadway for any purpose other than ingress and egress and must keep such areas free of obstructions at all times;
- (aa) use a barbecue on a patio, deck or balcony, excluding a propane electric or gas (provided a natural gas attachment has already been installed for such use) barbecue located at least 2 feet from any exterior wall or the building overhang which is permitted;

Repeated &  
Replaced  
Dec 2, 2021  
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"For Sale" signage & open houses

- (2) An owner must:
- (a) provide council with the name, address and telephone numbers of his or her realtor as soon as practically possible after listing his or her strata lot for sale;
  - (b) only install one (1) "For Sale" sign on the Strata Plan at the entrance to the common property;
  - (c) only hold an open house during the hours of 10:00 A.M. and 4:00 p.m. daily;
  - (d) ensure that either the owner or the owner's agent is present at all times during an open house;
  - (e) ensure that open house signs are only placed on the common property immediately before the open house and are removed immediately after conclusion of the open house;
  - (f) ensure that the conduct of the open house does not unreasonably interfere with the use of the common property by other Residents.

Cultivation prohibition bylaw

- (3) A Resident shall not at any time plant, grow or cultivate a marijuana or cannabis plant on a strata lot, common property. Subject to the *Human Rights Code*, all persons, including but not limited to Residents and visitors must comply with this bylaw.

**Garbage removal**

- 38 (1) A Resident shall:
- (a) dispose of larger garbage or debris including furniture, appliances and construction materials from a strata lot or the common property at his or her expense; and,
  - (b) remove any garbage other than ordinary household refuse from the strata lot or common property, at his or her expense, as soon as practically possible.

**Parking and motor vehicles**

- 39 (1) A Resident must:
- (a) only park his or her vehicle in the garage for his or her strata lot or in a common property parking space designated by council; and,
  - (b) not park in a Visitors' Parking Stall without the prior written approval of council.
- (2) Visitors to strata lots 15, 16, 17 and 33 may park their vehicle in the driveway area provided that the parked vehicle does not impede traffic, block the common roadway or otherwise constitute a hazard or safety risk.
- (3) A visitor must:
- (a) only park in a Visitors' Parking Stall or other parking stall approved by council; and,
  - (b) not park in a designated parking stall for more than 7 nights in any 30-day period without the prior written approval of council which may be granted on

the condition that a "Visitor's Parking Permit" be displayed on the vehicle dashboard.

- (4) A Resident or visitor must:
- (a) not back a motor vehicle into the 4 parking stalls located next to strata lot 30 to minimize fumes on the patio or through an open window;
  - (b) not park in an unauthorized or unassigned parking space at any time;
  - (c) not exceed the speed limit of 10 km per hour on common property;
  - (d) not park in a driveway to a strata lot for longer than 2 hours at any one time for the purpose of loading, unloading or washing a vehicle, excluding strata lots 15, 16, 17 and 33 referred to in subsection (2);
  - (e) not park a commercial vehicle including a transport truck, logging truck, dump truck, bus, or other commercial vehicle on the common property without the prior written permission of council, except for the short-term provision of services to the Strata Corporation or a strata lot;
  - (f) not park or store a recreational vehicle, motor home, trailer, boat, camper or truck over  $\frac{3}{4}$  ton on the common property;
  - (g) not camp in a vehicle parked on the common property;
  - (h) not park in a fire lane;
  - (i) not park in a parking stall in a manner that compromises the safety or security of other Residents or their property;
  - (j) not conduct repairs or adjustments to a vehicle on the common property, except in emergency circumstances;
  - (k) not park a motor vehicle which is leaking oil or other fluids on the common property or in a parking space, and if such leakage occurs, the owner or tenant is responsible for the clean-up within the time provided in a notice to that effect from council, failing which the Strata Corporation may conduct the clean-up and charge back the related costs to the responsible owner or tenant;
  - (l) not store, park or place an uninsured vehicle on common property without the prior written permission of council and conditions that satisfactory storage and liability insurance be obtained and maintained at all times; and,
  - (m) park a vehicle at his or her own risk.

#### Towing rights

- (5) The council may provide written notice of any violation of this bylaw to the responsible owner and/or tenant and if the infraction is not corrected within 24 hours from the date of delivery of such notice, the council, in addition to any other remedies, may tow any vehicle in violation of this bylaw.
- (a) Council shall document and maintain evidence relating to the infraction of the bylaw at the time the vehicle is towed.
- (6) Written notice of a contravention of this bylaw is not required prior to towing in the event of a hazard or safety violation or a second or subsequent infraction of this bylaw.

- (7) In the event of a contravention of this bylaw, the Strata Corporation may charge back and collect any costs incurred by the Strata Corporation to remedy the contravention, including towing costs, actual reasonable legal costs and any other costs, to the responsible owner or tenant.

#### **Electric car charging station**

- 40 (1) An owner must obtain the prior written approval of the Strata Corporation to install and use an electrical vehicle charging station in his or her garage ("Charging Station").
- (2) The council will review an application for a Charging Station on the following terms and conditions:
  - (a) The council must be satisfied that the electric system can support the Charging Station and handle the draw.
  - (b) the owner will:
    - (i) pay all costs associated with the purchase, installation, repair and maintenance and operation of the Charging Station;
    - (ii) obtain all necessary permits and hired qualified contractors to install the Charging Station;
    - (iii) install a meter for electricity chargeable to the owner;
    - (iv) indemnify and save harmless the Strata Corporation from and against any costs, losses or expenses of whatever kind related to the installation, use and operation of the Charging Station, including legal costs on a full indemnity basis;
    - (v) sign an Alteration & Indemnity Agreement on terms satisfactory to council;
    - (vi) require subsequent owners to be bound by the Alteration & Indemnity Agreement or the Charging Station may be removed by the Strata Corporation and the related costs charged back to the responsible strata lot owner; and,
    - (vii) comply with the Alteration & Indemnity Agreement and the bylaws of the Strata Corporation.
- (3) A Resident must only use the approved Charging Station for its intended purpose.

#### **Insurance and insurance deductible**

- 41 (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser for the purposes of determining full replacement value pursuant to section 149(4)(a) of the Act, and update the appraisal at least every 2 years.
- (2) The payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated and payable in accordance with sections 99(2) and 158(3) of the Act.
- (3) Strata Corporation approval is not required for a special levy or expenditures from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159 of the Act.

## Indemnity

- 42 (1) An owner shall reimburse the Strata Corporation for the expense of any repair, replacement, loss or damage to a strata lot, common property, or the contents of same if that owner or his or her occupants, pets, visitors, employees, contractors, agents, tenants or invitees is responsible, but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy.
- (2) An owner shall be deemed to be responsible even if that owner is not negligent for purposes of:
- (a) payment of the insurance deductible pursuant to section 158(2) of the Act where Strata Corporation insurance is available; or,
  - (b) the costs to repair damage to a strata lot if
    - (i) the repair costs are less than the amount of the deductible; or,
    - (ii) the repair costs are more than the amount of the deductible and insurance is not available.
- (3) Without restricting the generality of the foregoing, an owner is responsible for:
- (a) any water escape or related damage from any appliance, fixture, equipment or other similar item located in that owner's strata lot and accessible to that owner;
  - (b) any damage arising out of any alteration or addition to the strata lot or the common property installed by that owner or a prior owner of that strata lot;
  - (c) any damage to property that an owner is required to repair and maintain; and,
  - (d) any vicarious liability, loss or damage related to the consumption of alcohol on common property by that owner or his or her tenants, occupants, visitors or invitees.
- (4) An owner shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to common property including actual reasonable legal costs, strata management and other consulting costs if the owner, or his or her tenants, occupants or pets is responsible for the damage, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy.
- (5) The Strata Corporation may chargeback and recover from an owner the amount of:
- (a) the insurance deductible if the owner is responsible for the loss or damage that gave rise to the claim;
  - (b) any costs incurred by the Strata Corporation to investigate or remedy loss or damage to a strata lot forming the obligation of an owner; and,
  - (c) related actual reasonable legal costs, and
  - (d) strata management and other consulting costs.
- (6) An owner must inform the council forthwith in writing of any material change to the strata lot that could impact insurance coverage.

## DIVISION 8 – Small Claims, Civil Resolution Tribunal & Indemnity

### Authority to bring Small Claims Court Action & Civil Resolution Tribunal proceeding

- 43
- (1) Pursuant to section 171 of the *Act*, the council, on behalf of the Strata Corporation may commence a proceeding under the *Small Claims Act* against an owner or other person to collect money owing to the Strata Corporation without a  $\frac{3}{4}$  vote of owners.
  - (2) The council by majority resolution may commence or defend a proceeding in the Civil Resolution Tribunal by or against an owner or tenant for any matter within the jurisdiction of the strata arm of the *Civil Resolution Tribunal Act*.
  - (3) The council is authorized to commence legal proceedings in the Civil Resolution Tribunal or the Small Claims Court against an owner or other person to collect money owing to the Strata Corporation including money owing as a fine.

### Recovery of costs and indemnity

- 44
- (1) An owner who has failed to pay common expenses, strata fees, special levies, interest, fines, insurance deductibles, chargebacks or any other amount owing (the "Arrears") shall reimburse the Strata Corporation the actual reasonable legal costs incurred to collect such Arrears.
  - (2) For purposes of section 133(2) of the *Act*, "reasonable costs of remedying the contravention" of the Strata Corporation's bylaws or rules means recovery of legal and other costs on a full indemnity basis.
  - (3) The Strata Corporation shall charge back the actual legal and other costs for Arrears or the reasonable costs of remedying a contravention or a charge back permitted by these bylaws to the responsible owner or tenant and such amount shall be deemed to be due and payable by the responsible owner or tenant on the first of the following month following the date that the expense was incurred, whether paid or not.

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## DIVISION 9 – Security & Privacy Policy

### Privacy policy

- 45 (1) The Strata Corporation is committed to protecting the personal information of Residents.
- (2) The Strata Corporation collects personal information for the following reasons:
- (a) to identify and communicate with the Residents;
  - (b) to process payments;
  - (c) to respond to emergencies;
  - (d) to ensure the orderly management of the Strata Corporation; and,
  - (e) to comply with the legal requirements imposed by the Act and other applicable laws.
- (3) Typically, the Strata Corporation collects the following information from or about Residents:
- (a) names, addresses, emails, phone numbers and vehicle licence plates;
  - (b) banking or credit card information;
  - (c) emergency contact information;
  - (d) names of family members living with an owner or occupying a strata lot;
  - (e) debts owed to the Strata Corporation by an owner;
  - (f) vehicle description/license plates; and,
  - (g) pet information.
- (4) Except where the Strata Corporation is legally authorized or consent is otherwise not required, the Strata Corporation will seek consent from a Resident before collecting, using or disclosing personal information.
- (5) Consent is not required in the following circumstances:
- (a) collection of information pursuant to the Act or any other law;
  - (b) collection, use or disclosure of personal information of an employee of the Strata Corporation to establish, manage or terminate the employment relationship provided that the employee is notified of the collection, use or disclosure;
  - (c) recording the name and unit number or strata lot number of:
    - (i) the mover or seconder to a motion at a general meeting, unless that person withdraws his or her consent in which case he or she will not be permitted to move or second a motion;
    - (ii) a person attending as a visitor at a council meeting; and,
    - (iii) a council member who is not in attendance at a council meeting;
- (6) The Strata Corporation will not collect, use or disclose personal information of a Resident except for the identified purposes set out in this bylaw or as otherwise permitted by law without the Resident's consent which may be given either orally or in writing.

- (7) Consent will be implied when the purpose of collecting, using or disclosing personal information is considered obvious and the Resident voluntarily provides his or her personal information for that obvious purpose.

#### Electronic recording

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

#### Accuracy and collection of personal information

- (12) The Strata Corporation will make reasonable efforts to ensure that any personal information collected, used or disclosed is accurate and complete.
- (13) If a Resident becomes aware that the personal information under the Strata Corporation's control needs to be corrected, then that Resident should advise the Strata Corporation about the correction in writing.
- (14) If the Strata Corporation is satisfied that a Resident's request for correction is reasonable, then the Strata Corporation will as soon as reasonably possible thereafter:
  - (a) correct the personal information; and,
  - (b) send the corrected personal information to the Resident and each organization which received disclosure of such information from the Strata Corporation in the year prior to the correction.
- (15) If the personal information is not corrected, then the Strata Corporation must note on documents or records in its custody or control containing such personal information that the Strata Corporation received a request for correction.
- (16) The Strata Corporation does not require consent to collect, use or disclose the following:
  - (a) with respect to a strata lot owner, the owner's name, the strata lot address, the mailing address if different from the strata lot address, the strata lot number and the unit entitlement of the owner's strata lot;
  - (b) information authorized by a bylaw;
  - (c) the names and addresses of mortgagees who have filed a Mortgagee's Request for Notification;
  - (d) the names of tenants of a strata lot, if any;



- (e) with respect to council members, the names and mailing addresses;
  - (f) information for an investigation or a legal proceeding if collection with consent would compromise its availability or accuracy; and,
  - (g) information already available to the public from any of the following: a telephone directory, a professional or business directory, a registry or a printed or electronic publication.
- (17) Except where withdrawing consent would frustrate the performance of a legal obligation, a Resident can withdraw consent at any time by giving the Strata Corporation reasonable notice. If consent is withdrawn, then the Strata Corporation will inform the person withdrawing consent of the likely consequences of taking that step.
- (18) The Strata Corporation will only retain personal information for as long as is necessary to fulfill the identified purposes or as long as is required for a legal or business purpose. If the information of a Resident is used to help the Strata Corporation render a decision, the information will be retained for a period of one (1) year.
- (19) The Strata Corporation will implement reasonable security arrangements to prevent against risks associated with the improper collection, use or disclosure of personal information, including, but not limited to unauthorized access, copying, modification or disposal of personal information.

#### Third party compliance with privacy policy

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

#### Access to personal information

- (21) A Resident is entitled to access his or her own personal information under the Strata Corporation's control and is entitled to know how that information has been used or disclosed.
- (22) Any request by a Resident for access to his or her own personal information must be made in writing and directed to the Strata Corporation's President.
- (23) The Strata Corporation will respond to a written request within 30 days of receipt of the request and the Strata Corporation may, in appropriate circumstances, extend the response period.
- (24) In providing a response, the Strata Corporation will:
- (a) inform the requesting party whether he or she is entitled to access the requested information, and if access is denied, the reason for the denial; and,
  - (b) provide the name and contact information of the Strata Corporation's President who can answer any questions about the response.
- (25) Subject to litigation privilege, solicitor/client privilege or a court order to the contrary, the Strata Corporation is not required to redact personal information or to

edit out certain information before providing access to or copies of records or documents to an authorized person pursuant to sections 35, 36 and 59 of the *Act*.

- (26) The Strata Corporation may charge a fee for a copy of a record or document provided pursuant to this bylaw of not more than \$.25/page pursuant to Regulation 4.2 (1) of the *Strata Property Regulations*.
- (27) If a requesting person is not satisfied with a response from the Strata Corporation, then that person may address the matter with the British Columbia office of the Information and Privacy Commissioner.

## DIVISION 10 -Rental Restriction

### Rental restriction and prohibition

#### Rental prohibition

- 46 (1) Subject to any available exemptions under the *Act*, the rental of a residential strata lot in the Strata Corporation is prohibited.

#### Purpose of rental prohibition bylaw

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

#### Exemption procedure

- (3) An owner who leases or rents his or her strata lot pursuant to a statutory exemption under the *Act* shall:
  - (a) notify the Strata Corporation of the basis for an exemption, excluding exemptions on grounds of hardship, and provide evidence in support if requested by the council;
  - (b) comply with subsection (6) hereto if the exemption is based on hardship;
  - (c) prior to renting to a prospective tenant, comply with section 146 of the *Act* by giving the prospective tenant:
    - (i) the current bylaws and rules; and,
    - (ii) a Notice of Tenant's Responsibilities (Form K); and,

#### Application of bylaw

- (4) A bylaw that prohibits rentals does not apply to a strata lot until the later of:
  - (a) one year after a tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy it as a tenant; and,
  - (b) one year after the bylaw is passed.

#### Bylaw exemption to family members

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

or child of the owner, or a parent or child of the spouse of the owner. "Spouse of the Owner" includes an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

#### Hardship

- (6) (a) Before renting or leasing a strata lot to a tenant, the owner must apply in writing to the Strata Corporation and receive permission or deemed permission to rent on grounds of hardship.
- (b) The application to the Strata Corporation for permission to rent on grounds of hardship must:
- (i) state the reason the owner thinks an exemption should be made and whether the owner wishes a hearing;
  - (ii) provide documentation in support of the application satisfactory to the council, including financial documentation if the application is based on financial hardship;
  - (iii) provide any other information required by the council to make a decision; and,
  - (iv) indicate whether the owner wishes a hearing.
- (c) If the owner wishes a hearing, the Strata Corporation must hear the owner or the owner's agent within 4 weeks after the date the application is given to the Strata Corporation.
- (d) An exemption is allowed if the Strata Corporation does not give its decision in writing to the owner:
- (i) if a hearing is held, within one week after the hearing;
  - (ii) if no hearing is requested, within 2 weeks after the application is given to the Strata Corporation; or
  - (iii) the owner requests a hearing and the Strata Corporation does not hold a hearing within 4 weeks after the date the application is given to the Strata Corporation.

#### Rental disclosure statement exemption

- (7) Subject to the one-year grace period set out in 143(1) of the Act, if a strata lot has been designated as a rental strata lot on a Rental Disclosure Statement and all the requirements set out in s. 139 of the Act have been met, then this rental prohibition bylaw does not apply to a strata lot until the earlier of:
- (a) the date the strata lot is conveyed by the first owner of the strata lot other than the owner developer, and,
  - (b) the date the rental period expires, as disclosed in the Rental Disclosure Statement as it read on December 31, 2009.

#### Remedy and fines

- (8) An owner who leases a strata lot in contravention of this bylaw may be subject to a fine in the discretion of the council in an amount not to exceed \$500.00 for each 7 day period that the strata lot is rented in contravention of these bylaws.
- (9) The Strata Corporation shall pursue a violation of the Rental Prohibition Bylaw with all force of law, including, in addition to any other remedies available under law, an

application to the Civil Resolution Tribunal or the Supreme Court to compel an owner or tenant to comply with the bylaws.

- (10) Actual reasonable management and legal costs incurred by the Strata Corporation to enforce this bylaw shall be charged to the strata lot of an owner or tenant in violation and shall become due and payable to the Strata Corporation on the first day of following month.

#### Short term occupancy & licence restriction

- 47 (1) A Resident shall not:
- (a) use or permit his or her strata lot to be used for any purpose other than as a single-family dwelling;
  - (b) operate a home-based business from a strata lot without the prior written approval of council, excluding a business which does not generate traffic or client attendances at the strata lot;
  - (c) use the strata lot for commercial, retail or non-residential purposes;
  - (d) permit a person to occupy all or a portion of his or her residential strata lot for remuneration as vacation, travel or temporary accommodation and for greater certainty, the following occupancies are prohibited: Airbnb, hotel like occupancy, vacation rental, bed and breakfast, time share, student home stay, roommate or any other similar type of occupancy arrangement.
- (2) "Vacation, travel or temporary accommodation" means the rental of all or a portion of a residential strata lot for remuneration on a short-term basis defined as 30 consecutive days or less pursuant to an occupancy arrangement, excluding house sitting with the prior written permission of council.
- (3) An owner or tenant who rents in contravention of:
- (a) subsections (1)(a), (b) and (c) of this bylaw may be subject to a fine in the discretion of council in an amount not to exceed \$200.00 for every 7 days that the strata lot is rented in contravention of these bylaws; and,
  - (b) subsection (1)(d) of this bylaw may be subject to a fine in the discretion of council in an amount not to exceed \$1,000.00 for each day that the strata lot is rented in contravention of this bylaw.
- (4) The exemptions for rental agreements do not apply to temporary occupancy arrangements governed by a licence arrangement.

#### Notice of Occupant's responsibilities

- (5) An owner must give every occupant a copy of the current bylaws and rules and require the occupant to execute a Notice of Occupant's Responsibilities with comparable wording to a Form K and provide the signed agreement to the Strata Corporation upon request.

#### SEVERABILITY

##### Severability

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

- THE END -