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140-4392 West Saanich Road  
Victoria BC V8Z 3E9  
(250) 656-3280**

File No.: 03546-015  
(Strata Plan EPS4584 - Amend Bylaws re: heat pumps)

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

**EPS4584**

**THE OWNERS, STRATA PLAN EPS4584**

**Electronic Signature**

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

**Glenda Lianne  
Macdonald K9AYJL**

Digitally signed by  
**Glenda Lianne Macdonald  
K9AYJL**  
Date: 2025-01-29  
12:25:20 -08:00

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Ordered by Troy Petersen 2026/01/08

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OF THE OWNERS, STRATA PLAN EPS 4584  
("Quartet")

FORM I  
AMENDMENT TO BYLAWS  
(Section 128)

The Owners, Strata Plan EPS 4584 – Quartet, certify that the attached amendments to the bylaws of the Strata Corporation are approved by a  $\frac{3}{4}$  vote resolution passed in accordance with section 128 of the Strata Property Act, at the Annual General Meeting held on January 23rd, 2025.

RESOLUTION #1 – HEAT PUMP BYLAW

WHEREAS

BE IT RESOLVED BY A  $\frac{3}{4}$  VOTE OF THE OWNERS STRATA PLAN EPS 4584 THAT THE STRATA CORPORATION AMEND THE EXISTING BYLAWS.

Heat Pump Bylaw

1. That any unit installed must not in any way adversely affect the living environment and conditions of any other owner in The Quartet building in any way.
2. That research and, if that is acceptable to the strata council, installation should be funded by the unit owner with no financial input from, or responsibility of the strata.
3. A qualified professional would have to be involved in the project as you will be seeking to penetrate the exterior walls of the building.
4. The town of Sidney also requires that heat pumps installed on balconies be screened from public view. As your condo building is a multifamily development any changes to the exterior cladding of the building must be approved by a development permit minor application.

5. That all ongoing maintenance and repair should be rigidly adhered to in accordance with the manufacturer's approved schedule.
6. That strata council is provided with, from initiation of the work, a full copy of such maintenance and repair schedule for the relevant machinery.
7. That strata council be provided with full written proof of all maintenance and repair work in an acceptably timely manner on an ongoing basis for the life of, and installation and life of any subsequent unit.
8. That the strata council be afforded all reasonable access to inspect the heat pump unit at any reasonable time.
9. That if the heat pump unit should at any time become defective or in any way inoperable, then the relevant unit owner will agree before installation that he/she will be responsible for the decommissioning, removal and disposal from The Quartet building at 9775 Fourth Street by a qualified engineering company in an environmentally acceptable method at their own cost in its entirety, with no such responsibility attached to the strata council or any owner at The Quartet building in any way. To include removal of all electrical supply cables, pipes and umbilical's, and to make good any and all visible and/or effective changes to the building fabric caused as a result of the unit's installation and/or decommissioning of the unit.
10. That with all the above conditions met, all bylaws of both the Quartet building and those of the Sidney town council be honored and met in full.

These amendments to the Bylaws shall have effect from the date of filing with the Victoria Land Title Registry.

Dated this 23rd day of June, 2025.

  
Signature of Council Member

  
Signature of Council Member

1. Contact

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

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**THE OWNERS, STRATA PLAN EPS4584**

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**Glenda Lianne  
Macdonald K9AYJL**

**Digitally signed by  
Glenda Lianne Macdonald  
K9AYJL**

**Date: 2022-01-14  
10:49:33 -08:00**

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

The Owners, Strata Plan EPS 4584 (The Quartet) 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 January 11, 2022.

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

### **No Smoking Bylaw**

- a) No smoking is allowed:
  - i. in a strata lot;
  - ii. on the interior common property, including but not limited to in hallways, elevators, parking garages, electrical and mechanical rooms, stairs, storage locker areas;
  - iii. on patios and balconies; and
  - iv. within 8 metres (26 feet) of a door, window or air intake.
- b) "Smoking" for the purposes of this bylaw, means releasing into the air gases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "Smoking" includes, but is not limited to, tobacco smoking, smoking using electronic cigarettes, marijuana smoking, and crack cocaine smoking.
- c) All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw. Owners and tenants must ensure that this bylaw is not violated by their visitors or anyone else they let into the complex.
- d) The owners acknowledge that Council can make reasonable accommodation for one or more individuals that have an addiction to nicotine that is a physical or mental disability. Whether or not reasonable accommodation is required is in the reasonable discretion of Council.

### **Marijuana Prohibition**

- a) "Smoking marijuana" or "smoke marijuana" means releasing into the air, gases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products.
- b) Owners, occupants, tenants, and visitors may not:
  - i. grow marijuana in a strata lot or on the common property;
  - ii. sell marijuana from a strata lot or the common property;
  - iii. smoke marijuana in a strata lot or on the common property.
- c) The prohibitions and restrictions in subsection (2) above applies to both recreational marijuana use and those owners, tenants, or occupants who have a valid authorization to possess marijuana issued

pursuant to the Marijuana Medical Access Regulations, under the Canada Controlled Drugs and Substances Act.

- d) Despite subsection (3) above, and any smoking restriction bylaws currently in place, an owner, tenant, or occupant may apply to the Council for a human rights-based exemption to this bylaw to permit them to smoke medical marijuana within their strata lot but not on their patios or balconies.
- e) The Council may only grant a human rights-based exemption permitting the smoking of marijuana or marijuana-based products in a strata lot to a person if the Council is satisfied based on satisfactory written or documentary medical evidence provided by the applicant that the applicant cannot reasonably obtain, ingest, or consume medical marijuana in any format other than smoking.
- f) All owners, occupants, and tenants permitted to smoke marijuana in their strata lots pursuant to these bylaws must make reasonable efforts to seal their strata lots, purify the air within their strata lots through the use of air purifiers and or smoke eaters, to prevent second hand marijuana smoke from infiltrating the interior common property, or other strata lots.
- g) If the Council receives complaints and determines that a permitted marijuana smoker is causing a nuisance or a hazard to the health of other owners, occupants or tenants, then the Council may revoke the smoker's right to smoke marijuana in their strata lots, on 60 days written notice.

This resolution is passed by a ¾ vote of owners represented in person or by proxy at the Strata Corporation's Annual General Meeting held on January 11, 2022.



Strata Council Member



Strata Council Member

Supplied to StrataDocs 2024/01/08  
Ordered by Troy Petersen 2024/01/08

***Strata Property Act***

**FORM Y**

**OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS  
(Section 245(d), Regulation section 14.6(2))**

Re: Strata Plan EPS4584, being a strata plan of

*[Parcel Identifier]*      *[Legal Description of Strata Lot]*

Lot A, Section 11, Range 4 East, North Saanich District, Plan  
EPP76220

The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, as permitted by Section 120 of the *Act*.

Date: November 19, 2019.

  
\_\_\_\_\_  
Signature of Owner Developer

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Ordered by Troy Petersen 2025/01/08

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**STRATA PROPERTY ACT**  
**FORM 1**  
**AMENDMENT TO BYLAWS**  
**THE OWNERS, STRATA PLAN EPS4584**  
**BYLAWS — THE QUARTET**

**DEFINITIONS**

- (l) In these bylaws the following definitions apply:
- (a) "Act" means the *Strata Property Act* of British Columbia, as amended;
  - (b) "Council" means the strata council;
  - (c) "LCP" means limited common property that is designated for the exclusive use of a strata lot of the strata plan; for example a patio, balcony, parking stall or storage locker;

**DIVISION 1 — DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS**

**Payment of strata fees and special levies**

1. (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) If an owner is late in paying strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due.
- (3) If an owner is late in paying such owner's contribution to a special levy, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due.
- (4) Payment of monthly strata fees must be made
- (a) by pre-authorized payment directly to the strata corporation bank account; or
  - (b) within 14 days of the annual general meeting of the strata corporation, by provision to the Council of 12 post-dated cheques for the twelve month fiscal period of the strata corporation;

and in the case of a new owner, such owner must arrange either pre-authorized payment directly to the strata corporation, or provide post-dated cheques for the balance of the months left in the fiscal year in which such owner's purchase closes.

**Repair and maintenance of property by owner**

2. (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of LCP must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (3) The owner must ensure, when cleaning such owner's LCP, that water does not overflow to other strata lots, common property or LCP.
- (4) An owner of a strata lot must permit only licensed and qualified plumbers, electricians and other trades approved by the Council to carry out within a strata lot electrical, plumbing and any work that in any way relates to the building utilities infrastructure.
- (5) An owner must ensure that any maintenance or alteration within a strata lot affecting the building security system or the building fire sprinkler system will be carried out only by the company designated by the strata corporation to maintain the security or fire system.

**Use of property**

3. (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property, the LCP or common assets in a way that
- (a) causes a nuisance or hazard to another person,

- (b) makes, causes or produces undue noise, smell, vibration, glare, heat or safety hazard,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, the LCP, common assets or another strata lot,
  - (d) is illegal,
  - (e) is contrary to the uses permitted under the applicable zoning bylaws and regulations of the Town of Sidney,
  - (f) is injurious to the reputation of the building, or
  - (g) is contrary to a purpose for which the strata lot, the common property or LCP is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not create a hazard upon the common property or the LCP, or cause damage, other than reasonable wear and tear, to the common property, LCP, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
  - (3) The owner or occupant may be required to pay all costs of special cleaning which in the reasonable opinion of the Council following due process under its bylaw enforcement mandate has occurred as a result of a hazard or damage, other than reasonable wear and tear, to the common property, LCP, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws.
  - (4) No area designated on the strata plan as LCP is permitted to be used or converted to be used as habitable space.
  - (5) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
    - (a) aquarium fish or animals provided the aquarium is limited to 25 gallons or less;
    - (b) a reasonable number of small caged animals;
    - (c) up to 2 caged birds;
    - (d) up to a total of two dogs or two cats or a combination of each not exceeding a total of two animals.
  - (6) An owner, tenant, occupant or visitor of a strata lot shall not permit his or her pet to be on the common property or the LCP unless the pet is leashed or under the control of the owner of the pet or another responsible adult.
  - (7) An owner of a pet shall not permit the pet to urinate or defecate on the common property or LCP, and if any pet does so urinate or defecate, the owner shall immediately and completely remove all of the pet's waste from the property and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the Council following due process under its bylaw enforcement mandate:
    - (a) any special cleaning is required as a result of the pet urinating or defecating in breach of bylaw 3(7), the owner or occupant may be required to pay all costs of such special cleaning; or
    - (b) replacement of the floor covering is necessary as a result of the pet urinating or defecating in breach of bylaw 3(7), the owner or occupant may be required to pay all costs of such replacement.
  - (8) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property or LCP shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws as if the animal or pet were one kept by the owner or occupant in his or her strata lot.
  - (9) The strata corporation may make, amend, rescind and enforce rules it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on the common property and the LCP and the types of pet permitted to be on the common property and, for this purpose, make different rules and different terms and conditions for different types of animals.
  - (10) In the event the strata corporation duly approves a bylaw amendment disallowing pets, any owner who owns a pet at the time of the registration of the 'no pets' bylaw amendment shall be permitted to keep his or her pet until the death of that pet.
  - (11) An owner, tenant, occupant or visitor must not:

- (a) use any part of the common property or LCP for storage, except LCP contained within a storage locker room either designated on the strata plan or designated by the Council without the written consent of the Council;
- (b) use balconies, decks or patios for storage, including for the storage of bicycles, motorcycles, boxes, machinery, equipment, without the written consent of the Council;
- (c) place, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to place, any coverings or alterations, storage sheds, or any other structures on or to any deck, patio, balcony, porch or entryway, including a roof deck, except with the prior written approval of the Council;
- (d) have or install a water bed within a strata lot;
- (e) make, cause or produce noise, smell, vibration or glare in or about any strata lot, common property or LCP or do anything which will interfere with the quiet enjoyment of another owner, tenant or occupant of their strata lot;
- (f) refuse or neglect to take reasonable steps to satisfy noise complaints from neighbours from appliance use and hardwood floors including, on the request of council, the reasonable steps of using area rugs or not walking on flooring with hard shoes;
- (g) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or LCP such that it causes a disturbance or interferes with the quiet enjoyment of any other owner, tenant or occupant;
- (h) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and while in operation, such cooking device shall be located at least at least 50 cm from the building exterior;
- (i) shake any mops or dusters of any kind, nor throw any refuse or smoking materials (cigarette butts or similar), out of the windows or doors or from the balcony or deck of a strata lot;
- (j) do anything that will increase the risk of fire or the rate of insurance coverage that is the responsibility of the strata corporation;
- (k) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (l) allow a strata lot to become unsanitary or a source of odour;
- (m) feed or otherwise encourage the presence of pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or LCP;
- (n) for window coverings visible from the exterior of the building, alter, supplement or remove the window coverings originally installed in a strata lot except to replace them with substantially similar window coverings in the same colour and style as the original; this restriction does not apply to supplementary window coverings not visible from the exterior of the building installed interior to the originally installed window coverings;
- (o) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (p) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the Council;
- (q) erect on or fasten to the strata lot, the common property or any LCP any television or radio antenna, dish or similar structure or appurtenance;
- (r) paint or otherwise cover any exterior doors to a strata lot without the written approval of the Council;
- (s) change the type of floor surface within a strata lot from that originally installed without the written approval of the Council;
- (t) subject to bylaw 29, place any signs, billboards, notices, placards or advertising matter of any kind, including "For Sale" or "For Lease" signs, on, or visible from, the exterior of a strata lot, without the written approval of the Council or otherwise in accordance with any rules of the strata corporation;

- (u) access or use the areas designated on the strata plan as common property or LCP which are used as a generator room, mechanical/electrical room, or any other area dealing with the building systems, except with approval of the Council;
  - (v) place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, planter boxes properly and securely fastened to the inside of railings, summer furniture and accessories;
  - (w) give any keys, combinations, security cards or other means of access to the building, the parking garage or LCP to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;
- (12) No items of any kind may be attached or affixed to the walls, ceilings and floors of any LCP or to the building envelope by means of a screw, nail, or other means that will puncture the building envelope unless the strata lot owner has provided the Council with an engineer's report confirming that the alteration will not compromise the building envelope or the integrity of the building structure.
- (13) If the Town of Sidney enacts a zoning or land use bylaw governing short term accommodation that applies to a strata lot, that strata lot shall not be used for tourist accommodation or for greater clarity, for 'Airbnb', 'Vacation Rental By Owner' or similar activities or services in a manner that is contrary to such bylaw.

#### Inform strata corporation

4. (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.
- (3) Prior to a tenant occupying a strata lot, the owner must cause the tenant to complete and deliver to the strata corporation a Notice of Tenant Responsibilities (Form K).

#### Obtain approval before altering a strata lot

5. (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors and windows (including the casings, the frames and the sills of such doors and windows) on the exterior of a building, or that front on the common property or LCP;
  - (e) fences, railings or similar structures that enclose a patio, deck or balcony
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act, including, but not limited to, original flooring whether carpeting or hard-surface, and original bathroom and kitchen fixtures.
- (2) The strata corporation must not unreasonably withhold its approval under bylaw 5(1), but may impose conditions and may require as a condition of its approval that the owner enter into an alterations agreement or indemnity agreement with the strata corporation, in the form required by the strata corporation, with respect to the approved alteration, in which, among other things, the owner may be required:
- (a) to take responsibility for any current and future expenses relating to the alteration, and
  - (b) to remove the alteration and restore any common property or LCP affected by the alteration, if required by the strata corporation, prior to moving out of the strata lot.
- (3) In the case of any structural alterations applied for by an owner, the owner must provide to the strata corporation an engineering report that satisfies the strata corporation as to certain factors including, but not limited to, the following:
- (a) the structural integrity of the strata lot and the building;
  - (b) the safeguarding of the utilities infrastructure.

- (4) Subject to the provisions of the Act, an owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the Council will alter the exterior appearance of the building.
- (5) All expenses related to an approved alteration within a strata lot, including its repair and maintenance, any insurance coverage that is not the responsibility of the strata corporation, and its removal if required by the strata corporation, are the responsibility of the owner of the strata lot regardless of whether that owner installed the alteration.
- (6) An owner must apply, in writing, to the Council with a formal request to alter any of the flooring existing in such owner's strata lot and the Council will consider, among other things:
  - (a) the particular specifications of the proposed installation;
  - (b) the Impact Insulation Class ("IIC") rating of the proposed installation;
  - (c) the construction elements of the strata building, in relation to the noise transmission created by the proposed flooring alteration; and
  - (d) if necessary, the input from appropriate consultants, regarding the issue of the noise and disturbance that may be created for the strata lot below the strata lot where alteration is proposed.

#### **Obtain approval before altering common property or LCP**

6. (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including LCP, or common assets.
- (2) The strata corporation may impose conditions and may require as a condition of its approval that the owner enter into an alterations agreement or indemnity agreement with the strata corporation, in the form required by the strata corporation, with respect to the approved alteration, in which, among other things, the owner may be required
  - (a) to take responsibility for any current and future expenses relating to the alteration; and
  - (b) to remove the alteration and restore the common property, LCP or common assets, as the case may be, if required by the strata corporation, prior to moving out of the strata lot.
- (3) All expenses related to an approved alteration to the common property, LCP, or common assets, as the case may be, including its repair and maintenance, any insurance coverage that is not the responsibility of the strata corporation, and its removal if required by the strata corporation, are the responsibility of the owner of the strata lot regardless of whether that owner installed the alteration.

#### **Permit entry to strata lot**

7. (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
  - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, on 48 hours' written notice,
    - (i) to inspect, repair or maintain common property, LCP, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act; and
    - (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in bylaw 7(1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) The rights granted to the strata corporation under bylaw 7 include the right to use any balconies, terraces or patios that have been designated as LCP as a staging area for window washers and window washing equipment or to otherwise use such LCP as may be necessary to properly operate all window washing equipment.
- (4) Further to bylaw 7(3), and generally in respect of all repair and maintenance work conducted by the strata corporation, the strata corporation must ensure that all work or repairs carried out on its behalf will be completed in a workmanlike manner and that any damage to a strata lot is made good and the strata lot is left clean and free from debris at the conclusion of such work or repairs.

- (5) Bylaw 7(4) is subject to the responsibility of the owner to comply with strata corporation notices and directions regarding removing or protecting items from areas within the strata lot or upon the LCP where the strata corporation's access is required for the purposes of repair and maintenance.

## **DIVISION 2 — POWERS AND DUTIES OF STRATA CORPORATION**

### **Repair and maintenance of property by strata corporation**

- 8. (1)** The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to
    - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
    - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
      - A. the structure of a building;
      - B. the exterior of a building;
      - C. chimneys, stairs, balconies, decks and other things attached to the exterior of a building;
      - D. doors and windows (including the casings, the frames and the sills of such doors and windows) on the exterior of a building or that front on the common property or LCP;
      - E. fences, railings and similar structures that enclose patios, decks and balconies;
  - (d) a strata lot, but the duty to repair and maintain is restricted to
    - (i) the structure of a building,
    - (ii) the exterior of a building,
    - (iii) chimneys, stairs, balconies, decks and other things attached to the exterior of a building,
    - (iv) doors and windows (including the casings, the frames and the sills of such doors and windows) on the exterior of a building or that front on the common property or LCP, and
  - (e) fences, railings and similar structures that enclose patios, decks and balconies.
- (2)** For greater clarity regarding bylaw 8(1)(c),
- (a) each owner is responsible for the day-to-day maintenance of its LCP including maintenance such as sweeping and cleaning the surfaces of patios, decks and balconies;
  - (b) all owners entitled to the exclusive use of LCP are required to contribute to operating fund expenses related to repair, maintenance and upkeep of such LCP in accordance with section 99 of the Act and section 6.4(1) of Strata Property Regulation 43/2000, published under the authority of the Act; and
  - (c) the strata corporation is responsible for repairs and maintenance that are in the nature of capital repairs (not accounted for in the operating fund) of the LCP in the strata plan.

## **DIVISION 3 - COUNCIL**

### **Council size and composition**

- 9. (1)** The Council must have at least 3 and not more than 7 members.

### **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.
- (3) No person may stand for Council or continue to be on Council if the strata corporation is entitled to register a lien against the strata lot owned or represented by such person.

#### Removing Council member

- 11. (1) The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more Council members.
- (2) After removing a Council member, the strata corporation must hold an election at the same annual or special general meeting to replace the Council member for the remainder of the term.

#### Replacing Council member

- 12. (1) If a Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
- (2) A replacement Council member may be appointed from any person eligible to sit on the Council.
- (3) The Council may appoint a Council member under this bylaw even if the absence of the member being replaced leaves the Council without a quorum.
- (4) If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the strata corporation's votes may 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, except that a person must not hold the offices of president and vice president concurrently.
- (3) The vice president has the powers and duties of the president
  - (a) while the president is absent or is unwilling or unable to act, or
  - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

#### Calling Council meetings

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

#### Quorum of Council

- 15. (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**

16. (1) At the option of the Council, Council meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
- (2) If a Council meeting is held by electronic means, Council members are deemed to be present in person.
- (3) Owners may attend Council meetings as observers.
- (4) Despite bylaw 16(3), no observers may attend those portions of Council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

#### **Voting at Council meetings**

17. (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.

#### **Council to inform owners of minutes**

18. The Council must inform owners of the minutes of all Council meetings within 3 weeks of the meeting, whether or not the minutes have been approved.

#### **Delegation of Council's powers and duties**

19. (1) Subject to bylaws 19(2) to (4), the Council may delegate some or all of its powers and duties to one or more Council members or persons who are not members of the Council, and may revoke the delegation.
- (2) The Council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with bylaw 19(3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The Council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

#### **Spending restrictions**

20. (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite bylaw 20(1), a Council member may spend the strata corporation's money to repair or replace common property, LCP, or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) The Council may authorize an unbudgeted expenditure if the expenditure, together with all other unapproved expenditures made in the present fiscal year, is less than \$5,000.

**Limitation on liability of Council member**

21. (1) A Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
- (2) Bylaw 21(1) does not affect a Council member's liability, as an owner, for a judgment against the strata corporation.

**DIVISION 4 — ENFORCEMENT OF BYLAWS AND RULES****Maximum fine**

22. (1) The strata corporation may fine an owner or tenant a maximum of:
- (a) the maximum fine permitted under the Act or the Regulations in force under the Act (currently \$200) for the contravention of a bylaw; and
- (b) the maximum fine permitted under the Act or the Regulations in force under the Act (currently \$50) for the contravention of a rule.
- (2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- (3) Notwithstanding bylaw 22(1), the maximum fine for the contravention of a rental restriction bylaw is \$500.

**DIVISION 5 — ANNUAL AND SPECIAL GENERAL MEETINGS****Person to chair meeting**

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

**Participation by other than eligible voters**

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

**Voting**

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

**Quorum for Adjourned Meeting**

26. 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; but in any other case, the meeting shall stand adjourned for a further 15 minutes from the time appointed and, if within 1/2 hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

**Order of business**

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

**DIVISION 6 — VOLUNTARY DISPUTE RESOLUTION****Voluntary dispute resolution**

28. (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 — MARKETING ACTIVITIES BY OWNER DEVELOPER**

29. (1) Notwithstanding bylaw 3(11)(t), during the time that the owner developer of the strata development is the owner or lessee of any strata lot, it shall have the right to:

- (a) erect and maintain promotional, marketing and sales signage on the common property and LCP for the purposes of promoting, marketing and sales at this development and other developments of the owner developer,
- (b) hold special promotions and open houses and other marketing events for the purposes of promoting, marketing and sales at this development and other developments of the owner developer,
- (c) maintain one or more show suites,
- (d) have access to any and all parts of the common property and LCP that comprise public use areas, for the purpose of promoting, marketing or selling strata lots.

#### DIVISION 8 — MISCELLANEOUS MATTERS

##### Other Expenses and Costs Chargeable to Owners

- 30.** (1) Each owner and tenant is responsible for payment of any money owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing, such owner may be subject to bylaw enforcement procedures which may result in a fine under bylaw 22(1).
- (2) Any fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the Council pursuant to the Act or these bylaws, will be invoiced to the responsible owner or tenant and shall become due and payable by that owner within one week of presentation of the invoice.
- (3) The other expenses referred to in bylaw 30(2) include expenses incurred by the strata corporation to repair any damage to the plumbing, electrical and other systems of the building or other parts of the common property or LCP caused by an owner, such owners' employees, agents, invitees or tenants, and may be invoiced to the responsible owner.
- (4) Any legal expenses or costs incurred by the strata corporation due to the conduct or actions of an owner shall be charged to that owner on a full indemnity basis.
- (5) Regardless of intention or negligence, an owner is responsible for and, must reimburse the strata corporation for all expenses incurred by the strata corporation, for the repairing and resolution of any damages or losses which originate from within the owner's strata lot, the boundaries of which are defined in the Act, or which arise from the owners use of the common property or LCP;
- (6) The amount of the reimbursement referred to in bylaw 30(5) shall be limited to all costs below the total of the strata corporation's applicable insurance deductible, or, if the damages are greater than the applicable insurance deductible, then the reimbursement shall be limited to the strata corporation's applicable insurance deductible;
- (7) Where a claim is made against the insurance policy of the strata corporation as a result of a violation of any bylaw or rule by an owner or occupier, that owner is responsible to reimburse to the strata corporation all expenses related to the claim that are below the total of the strata corporation's applicable insurance deductible, or, if such expenses and damages are greater than the applicable insurance deductible, then the reimbursement shall be limited to the strata corporation's applicable insurance deductible;
- (8) For the purposes of bylaw 30(7), the owner bears ultimate responsibility for the conduct of any occupant, employee, agent, invitee, guest or visitor regarding such persons' compliance with the strata corporation's bylaws and rules;
- (9) For the purposes of the reimbursement to the strata corporation set out in bylaws 30(5) and (7) such reimbursement must be made in the month following receipt by the owner of an invoice from the strata corporation.

##### Small Claims Actions

- 31.** (1) Subject to bylaw 31(2), pursuant to section 171(4) of the Act, the authorization of a three-quarter vote at an annual or special general meeting shall not be required for proceedings to be taken under the Small Claims Act by the Strata Corporation against an owner or other person to collect money owing, including money owing as a fine.

- (2) Except for claims within the Small Claims Act jurisdiction that are required to be resolved under the Civil Resolution Tribunal Act of British Columbia, the determination of whether to proceed under the Small Claims Act shall be made by the Council.

### **Garbage and Recycling Disposal**

32. (1) An owner, tenant or occupant shall remove ordinary household refuse and garbage from his or her strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.
- (2) An owner, tenant or occupant is required to utilize the strata corporation's recycling stations in compliance with any applicable Town of Sidney recycling protocols and procedures and in accordance with any rules of the strata corporation.

### **Bicycles**

33. (1) No bicycles are permitted to be stored or kept on any part of the common property, the LCP or on the balconies or decks, at any time except within those areas within the common property and/or LCP designated by the Strata Council for bicycle storage or as otherwise approved by Strata Council. Owners are permitted to transport their bicycles through the common property and LCP to their strata lot provided no damage or soiling of the common property or LCP occurs in transit.
- (2) Bicycles are permitted to be stored only within a strata lot or storage locker or within those areas within the common property designated by the Strata Council for bicycle storage by using a bicycle hook or rack.
- (3) Bicycles cannot be left on common property and care must be exercised in not damaging elevators, hallways or any other common areas when being transported.

### **Storage**

34. (1) No owner may use any part of the common property except within those areas within the common property and/or LCP designated by the Strata Council for bicycle storage or as otherwise approved by Strata Council or LCP for storage, unless authorized in writing by the Council.
- (2) Any owner, tenant or occupant who leaves any item anywhere on or in the common property or LCP does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
- (3) Each owner must keep the owner's LCP storage locker designated for the exclusive use of the owner in a reasonably tidy condition.
- (4) No oily rags, gasoline, propane and propane cylinders, naphthalene, explosives, combustible item or material, flammable substance, gun, ammunition, or any dangerous, toxic, noxious or foul-smelling substance are permitted to be stored in a storage locker.

### **Parking**

35. (1) An owner, tenant or occupant shall not:
- use any parking space in the building or on the common property or on any LCP, except the parking space which has been specifically designated as LCP for the exclusive use of his or her strata lot;
  - rent or lease such owner's LCP parking stall or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building without the prior written consent of the Council;
  - park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property;
  - park in another owner's LCP parking stall or, if visitor parking is designated by the strata council, in designated visitors' parking space.
- (2) Each owner is entitled to the exclusive use of the parking stall designated on the strata plan as LCP for such owner's strata lot.
- (3) The owner who is entitled to use the LCP parking stall is responsible to ensure that any vehicle occupying the LCP parking stall has valid insurance and license plates.

- (4) No LCP parking stall or visitor parking stall shall be used for vehicle washing, vehicle oil changes, or vehicle repairs.
- (5) An owner, tenant or occupant must promptly and at their own expense clean up any oil or other substance which spills or leaks onto the parking stall.
- (6) No LCP parking stall is permitted to be used for storage, except for the storage of bicycles on bike racks or hooks approved by the Council.
- (7) No vehicle may be parked on a LCP parking stall in a manner that interferes with other parking stalls, the common property, the LCP, the use of the common property driveways or the use of any adjacent limited common property.
- (8) Vehicles parked in LCP parking stalls are restricted to regular passenger vehicles such as cars, motorcycles, pick-up trucks, vans and SUVs; motor homes, recreational vehicles (RV), trailers or other similar vehicles ("Oversize Vehicles") are not permitted.
- (9) If the strata council designates visitor parking, such designated visitor parking stalls shall be for the use of visitors only.
- (10) If the strata council designates visitor parking and subject to such rules of use as may be established by the Strata Council in complying with municipal requirements, visitor parking is otherwise first come, first served.
- (11) If the strata council designates visitor parking, such visitor parking areas are for regular passenger vehicles and Oversize Vehicles are not permitted.
- (12) If the strata council designates visitor parking, subject to such rules of use as may be established by the Strata Council in complying with municipal requirements, visitor parking shall be limited to vehicles owned by guests or visitors of an owner, tenant or occupant and may occupy a visitor parking stall for a maximum of 24 hours, provided the time limit may be extended with written permission of the strata corporation.

#### Move In / Move Out

36. (1) An owner or tenant must notify the Council at least one week in advance of the date that the owner or tenant will be moving into or out of a strata lot.
- (2) No moves are permitted on statutory holidays unless the moving owner or tenant has received, in writing, authorization from the Council.
- (3) The moving owner or tenant is responsible to coordinate all aspects of the move with the strata property manager, and if there is no strata property manager, then with the Council.
- (4) No exterior door can remain open while unattended in the course of a move.
- (5) The moving owner or tenant is responsible to safeguard the building security in the process of the move.
- (6) A fee of \$100 must be paid by the moving owner or tenant to cover the general wear and tear and additional maintenance or supervision of the hallways, elevator and other common property and LCP areas during such owner's or tenant's move.
- (7) The owner of the strata lot involved in a move bears the ultimate responsibility for any damage to the common property or LCP caused in the course of the move.
- (8) The Council may establish rules for the further regulation of moves.

#### Selling of Strata Lots

37. (1) An owner wishing to advertise the rental or sale of such owner's strata lot may post or leave any advertising materials only on with the written approval of the Council and in accordance with any rules established for such postings.
- (2) An owner may hold an open house on any day of the week, between noon and 4:00 pm each day, when offering such owner's strata lot for sale or rent.
- (3) An owner holding an open house is responsible to maintain the security of the building for the duration of the open house, including ensuring that entrances to the building and locked common property and LCP doors remain closed and locked if not in use.

- (4) Two persons must be on duty at all times during an open house, one to admit a guest to the building and accompany the guest to the strata lot, and one to accompany such guest during their inspection of the strata lot and the LCP.
- (5) The owner of the strata lot having the open house, is responsible for the actions of such owners realtors or agents in the building and for acquainting them with the provisions of this bylaw.

#### **Building Security and Fobs**

38. (1) An owner or occupant must not assist a stranger to enter the building, or the secure parking area. Any suspicious persons in or around the building or on the grounds should be reported to the property manager, a Council member or the police.
- (2) Each owner or occupant entering the secure parking area is responsible to activate the security gate for themselves and to ensure no additional vehicle or person enters upon such activation.
- (3) All owners or occupants are responsible for anyone they admit onto or about the common property and LCP, inclusive of family, children under 18, agents, servants, trades and service personnel, licensees, invitees, and their pets.
- (4) No soliciting is permitted.
- (5) No owner or occupant shall leave open or unlocked any outside entrance or exterior fire exit door.

#### **Key Protocol**

39. (1) Any owner or occupant wishing to possess keys or key fobs controlling the locks on the common property and LCP is subject to the procedures and protocols for the tracking and issuance of common area keys and key fobs which are administered and managed by the Council or property manager.
- (2) Additional or replacement keys and key fobs may be obtained by an owner or by a tenant with the owner's written consent. Such additional or replacement key or key fob will be issued by the Council or property manager at a cost to be determined by the Council.
- (3) An owner or occupant whose common area key or key fob is lost or stolen must report the loss or theft immediately to the Council or the property manager so the key fob can be deactivated, and in such case the cost of a replacement key fob will be borne by the owner or tenant under whose name the lost key or key fob was issued.

#### **Key Information**

40. (1) The strata corporation collects data with respect to the usage of each key fob programmed to provide access to a variety of areas. For the system to function in the manner it was intended, information that may be considered to be "personal information" of owners, tenants, occupants or residents under the Personal Information Protection Act ("PIPA") is contained in, collected, used and disclosed by the strata corporation in the course of using the key fob access system.
- (2) The key fob usage records will be used only for the prevention and lawful investigation of unauthorized entry, theft or threat to personal safety or damage to property.
- (3) The key fob usage records are stored for a period of up to 30 days from the date of recording, which period may be extended for those files required for law enforcement purposes.
- (4) The key fob records will only be reviewed by specifically designated Council members: the president, vice-president and the privacy officer. In the event of a complaint of theft or damage, the key fob records may also be reviewed by law enforcement personnel.
- (5) Subject to the direction of authorized law enforcement personnel, in the event of an incident in which he or she is involved or affected, such owner, tenant or occupant may request a copy of the applicable fob usage records.
- (6) In installing and maintaining the recording systems described in this bylaw, the strata corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The strata corporation is not responsible or liable to any owner, tenant, occupant, or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems), whether arising from negligence or otherwise for personal security or person property in any area monitored by any of the systems.

**DIVISION 9 — CO-OPERATIVE CAR SHARING**

41. For the purposes of Division 9 of these Bylaws, "Participating Strata Lot" shall mean Strata Lot 1 – Strata Lot 22 inclusive and includes a Strata Lot the owner of which may have acquired shares in Modo Co-Operative and shall have otherwise complied with the terms and conditions that Modo Co-Operative may have set for qualifications in its car share co-operative program.
42. (1) The Strata Corporation has entered into an Agreement with Modo Co-operative ("Modo") whereby Modo has issued fifty (50) shares for the benefit of the current owner of each Participating Strata Lot in the Strata Corporation (the "Agreement").
- (2) Each owner of a Participating Strata Lot is entitled to the benefit of fifty (50) shares (the "Subject Shares") of Modo without payment, the legal ownership of which vests with the Strata Corporation. If there is more than one owner of a Participating Strata Lot, the Subject Shares will be beneficially held jointly.
- (3) In order for an owner to make use of Modo vehicles, the owner must apply to use them, such application including but not limited to the following:
- (a) the owner must prove current ownership of a Participating Strata Lot by providing Modo with a copy of an official land title document indicating the owner is the owner of the Participating Strata Lot; and
- (b) the owner must provide contact information and any other information required by Modo regarding the owner that would allow Modo to determine if the owner qualifies to exercise the rights and benefits of membership as provided herein and by the Rules and policies of Modo as posted on its website and updated from time-to-time.
- (4) The tenant of an owner of a Participating Strata Lot (a "Tenant") may make use of Modo vehicles as if the Tenant was a member of Modo, pursuant to the Policies and Rules of membership in Modo and subject to the limitations set out herein.
- (5) In order for a Tenant to make use of Modo vehicles, the Tenant must apply to use them, such application including but not limited to the following:
- (a) the owner of a Participating Strata Lot or Strata Corporation must provide written notice to Modo of the name of the Tenant or Tenants that are to exercise the benefits of Modo membership; and
- (b) the Tenant must prove current residency at a Participating Strata Lot by providing Modo with a copy of its tenancy agreement or a copy of its driver's licence indicating the address of the Participating Strata Lot; and
- (c) the Tenant must provide contact information and any other information required by Modo regarding the Tenant that would allow Modo to determine if the Tenant qualifies to exercise the rights and benefits of membership as provided herein and by the Rules and policies of Modo as posted on its website and updated from time-to-time.
- (6) The Owner of a Participating Strata Lot shall not enjoy benefits of the Subject Shares where a Tenant of the Owner has successfully applied to make use of Modo vehicles as defined by Bylaw 42(5) herein.
- (7) Each Owner and Tenant entitled to a beneficial interest in the Subject Shares may only exercise the rights and benefits of shareholding if the person or persons would otherwise qualify and /or meet the requirements for those rights and benefits as posted on Modo's website and updated from time-to-time.
- (8) If at any time an Owner or Tenant does not meet the criteria for the rights and benefits of membership, then the Owner or Tenant may not exercise any Modo membership rights and benefits until such time that the Owner or Tenant may again qualify for the rights and benefits of membership according to the rules for such membership as set out herein and in the Rules and policies of Modo.
- (9) Each Owner and Tenant entitled to a beneficial interest in the Subject Shares may exercise all rights and remedies available to shareholders of Modo, excluding voting rights, subject to the Rules of Modo.

- (10) Except as provided under this bylaw, the benefits of Modo membership may only be exercised by the owners of Participating Strata Lots, and the beneficial interest in such Subject Shares may not under any circumstances be assigned, transferred or sold by the shareholder or shareholders except as provided herein.
- (11) Subject Shares in Modo attach to the Participating Strata Lot and are legally owned by the Strata Corporation, the benefit of which is enjoyed by the current owner of the Participating Strata Lot. Any sale of a Participating Strata Lot by an owner will also include, as a benefit of that sale, a transfer of the beneficial interest in the Subject Shares in Modo to the new owner.
- (12) Every three (3) calendar months, Modo will provide the Strata Corporation with the names of all owners and Tenants who exercise the benefits of Modo membership. Upon receipt of this information, the Strata Corporation will immediately inform Modo in writing which owners and Tenants have respectively ceased to be owners and Tenants, and unless otherwise advised, Modo will cancel the outgone owners' and Tenants' beneficial ownership in the Subject Shares.
- (13) No owner or Tenant is entitled to compensation or a refund of shares purchase price upon the transfer of any shares or benefit as provided herein, and no owner or Tenant may demand or otherwise require Modo to refund or redeem the shares issued by Modo.
- (14) Owners and Tenants may decide to cease to exercise the benefits of Modo membership, but the Subject Shares remain in the name of the Strata Corporation and attach to the Participating Strata Lot.
- (15) Upon the destruction of a Participating Strata Lot, and if there is a decision not to rebuild the Participating Strata Lot, then the share and share purchase price of the Strata Corporation and the owners is absolutely forfeited to Modo without right of compensation of any kind.
- (16) If this bylaw is repealed or replaced, then the Subject Shares and share purchase price of each of the Subject Shares of the Strata Corporation and any beneficial interest accruing to the owner is absolutely forfeited to Modo without right of compensation of any kind.