

1. Contact

Document Fees: \$31.27

**Stevenson Luchies & Legh
Barristers & Solicitors
300 - 736 Broughton Street
Victoria BC V8W 1E1
250-381-4040**

File No. MAT8684 / JJH

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

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

VIS1710

THE OWNERS, STRATA PLAN VIS1710

Electronic Signature

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

**Johnathan Justin
Hanson WBL869**

**Digitally signed by
Johnathan Justin Hanson
WBL869**

**Date: 2023-06-12
09:40:47 -07:00**

Form I

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

The Owners, Strata Plan VIS1710, 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 April 19, 2023.

(See attached Schedule)



Signature of Council Member



Signature of Second Council Member

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

SCHEDULE

THREE QUARTER VOTE THE MIRADOR SP VIS1710 ANNUAL GENERAL MEETING APRIL 19, 2023

THEREFORE BE IT RESOLVED by a $\frac{3}{4}$ vote of **THE OWNERS OF STRATA PLAN VIS1710, "The Mirador"**, that the registered bylaws of the Strata Corporation be amended by consolidating all of the bylaws passed at today's meeting and all of the bylaws passed since the last consolidation on March 15, 2013, with the existing bylaws that were not repealed and by filing a new consolidated copy of the bylaws in the Land Title Office, which consolidated bylaws shall be deemed to be the bylaws of the Strata Corporation to the exclusion of previous versions.

Strata Corporation VIS1710
The Mirador

BYLAWS

Bylaws
Strata Corporation VIS1710 – Mirador
(Amalgamated per AGM resolution to April 19, 2023)

Table of Contents

Division 1 - Duties of owners, Tenants, Occupants and Visitors	5
1. Payment of strata fees, monies owing and remedies for default.....	5
2. Repair and maintenance of property by owner	5
3. Use of property	6
3.1 Short Term Rentals	8
3.2 Rentals – Tenancy Requirements.....	9
3.3 Rentals – Landlord’s and owner’s responsibility for fines and costs incurred by tenant.....	9
4. Pets.....	10
5. Barbecues.....	11
6. Parking.....	11
7. Inform Strata Corporation.....	13
8. Obtain approval before altering a strata lot.....	13
9. Obtain approval before altering common property.....	14
10. Permit entry to strata lot.....	14
Division 2 - Powers and Duties of Strata Corporation.....	15
11. Repair and maintenance of property by strata corporation	15
Division 3 - Council.....	16
12. Council size	16
13. Council members’ terms.....	16
13.1 Council member’s remuneration.....	16
14. Removing council member	16
15. Replacing council member.....	17
16. Officers.....	17
17. Calling council meetings.....	17
18. Requisition of Council hearing	18
19. Quorum of Council.....	18

20.	Council meetings.....	18
21.	Voting at council meetings	19
22.	Council to inform owners of minutes.....	19
23.	Delegation of Council’s powers and duties.....	19
24.	Spending restrictions	20
24.1	Limiting Expenditures of Council	20
25.	Limitation on liability of Council member	20
Division 4 - Enforcement of Bylaws and Rules, and Maximum Fines.....		21
26.	Enforcement Procedure	21
27.	Enforcement Options.....	21
27.1	Liability for enforcement costs	22
27.2	Commencing legal actions.....	23
Division 5 - Annual and Special General Meetings.....		23
28.	Chairperson for Annual and Special General Meetings	23
28.1	Electronic General Meetings.....	24
28.2	Quorum for annual or special general meetings	26
29.	Participation by other than eligible voters.....	27
30.	Voting	27
31.	Order of business.....	28
Division 6 - Voluntary Dispute Resolution		28
32.	Voluntary dispute resolution.....	28
Division 7 - Miscellaneous Matters		29
33.	Small Claims Actions	29
34.	Not In Use	29
35.	Use of Patios and Balconies.....	29
36.	Garbage Disposal and Recycling	29
37.	Bicycles and Storage	30

38.	Move In/Move out.....	30
39.	Correspondence to Council	31
40.	Selling of Strata Lots.....	31
41.	Certificates	31
42.	Acquisition or Disposition of Personal Property.....	32
43.	Not In Use	32
44.	Not In Use	32
45.	Not In Use	32
46.	Not In Use	32
47.	Hard Surface Floors	32
48.	Not In Use	32
49.	Damage, Insurance, and Risk Allocation	32
50.	Severability.....	37
51.1	Smoking Prohibitions (Current smokers grandfathered, as per clause 5).....	37
51.2	Marijuana Prohibition	38
52.	Hot water Tank Bylaw.....	39
53.	Loan Repayment	40

Division 1 - Duties of owners, Tenants, Occupants and Visitors

1. *Payment of strata fees, monies owing and remedies for default*

- 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 his or her strata fees, the owner must pay to the Strata Corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it was paid.
- 3) It is required that twelve (12) months of strata fees be submitted by the beginning of the AGM fiscal of March 1st each year. These may be in the form of cheques, post-dated for the first of each month. Alternatively, electronic funds transfer (auto-debit) can be set up to authorize monthly payments.
- 4) If any monies owing by an Owner to the Strata Corporation are outstanding for more than one (1) month a fine of twenty-five dollars (\$25.00) shall be levied if the outstanding amount has not been paid by the 15th day of the month and become due and owing forthwith.
- 5) If an owner's cheque is returned NSF, it must be replaced by the owner forthwith.
- 6) A twenty-five dollar (\$25.00) service charge will be levied on all NSF cheques. Such service charge is due and payable with the replacement cheque prescribed above.

2. *Repair and maintenance of property by owner*

- 1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- 2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- 3) An owner:
 - a) is responsible for and must repair, maintain and replace any improvements, alterations and additions made to their strata lot or common property, which they have the benefit of, which were made by them or a previous owner of their strata lot;
 - b) is responsible for any damage to a strata lot, or the common property that is caused by or arises out of the failure to repair, maintain or replace any

improvements, alterations and additions made to their strata lot or adjoining common property, which they have the benefit of, which were made by them or a previous owner of their strata lot; and

- c) must remove and replace, or pay for the extra cost of the removal and replacement of any alterations to their strata lot or adjoining property made by them or a previous owner, that they have the benefit of, to allow the Strata Corporation to gain access to an underlying building component, that the Strata Corporation must repair and maintain, for the purpose of repairing or maintaining that component.

3. Use of property

- 1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - a) causes a nuisance or hazard to another person,
 - b) causes unreasonable noise,
 - c) unreasonable interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - d) is illegal, or
 - e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Strata Property Act.
- 3) An owner, tenant or occupant must not:
 - a) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 11:00 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
 - b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
 - c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
 - d) obstruct or use the sidewalks, walkways, passages and driveways of the common

property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;

- e) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the Strata Council;
- f) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
- g) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- h) 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;
- i) allow a strata lot to become unsanitary or a source of odour;
- j) feed pigeons, gulls or other birds (except hummingbirds), squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
- k) install any window coverings, visible from the exterior of his strata lot, which are different in size or colour from those of the original building specifications (neutral colours);
- l) 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;
- m) 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;
- n) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna, satellite dishes, or similar structure or appurtenance thereto;
- o) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- p) place any items on any deck, patio or the balcony except discreetly stored bicycles, free-standing self-contained planter boxes, barbecues, summer furniture and accessories nor install any hanging plants or baskets or other hanging items on the outside of the railings;
- q) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an

employee, contractor, occupant or guest of the strata lot permitted by these bylaws;

- r) admit anyone into the building who phones the intercom unless the visitor is entering for the sole business or convenience of the owner admitting the visitor;
- s) leave any exterior door in any way propped open unattended;
- t) smoke in any common area;
- u) owners, tenants and occupants must not use live, cut Christmas trees in the strata corporation. Only artificial trees are permitted.

3.1 Short Term Rentals

- 1) For the purposes of this bylaw “short term rental” means:
 - a. the use of all or part of a residential strata lot for the accommodation of persons including but not limited to travelers and the vacationing public for periods of under 90 days, and without limitation includes vacation rentals, executive rentals, boarding, hostel use, hotel and motel use, and bed and breakfast accommodation; and
 - b. includes situations involving any of the uses set out in subsection (1)(a) where a license is granted or a rental agreement is entered into for a period of longer than 90 days, where the occupant under the license agreement occupies the strata lot for less than 90 days; but
 - c. does not include the accommodation of visitors without receipt of remuneration, house sitting, or pet sitting where the house sitter or pet sitter is remunerated for their services, or home exchanges where no remuneration exchanges hands.
- 2) Owners, occupants and tenants may not:
 - a. rent, lease, or provide a license of occupancy to all or any part of their residential strata lot for use as a short term rental; or
 - b. market, list, offer or advertise all or any part of their residential strata lot as being available for use as a short term rental.
- 3) An owner shall not permit their tenant to sub-let or assign their tenancy for periods of less than 90 days.
- 4) Notwithstanding any other bylaw pertaining to fines, where an owner, occupant or tenant violates subsection (2)(a) of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$1,000.00 or such higher amount as then permitted under the Strata Property Regulation, for each night the strata lot is used as a short term rental.
- 5) Notwithstanding any other bylaw pertaining to fines, where an owner, occupant or tenant violates subsection (2)(b) of this bylaw, the Strata Corporation may fine the responsible

owner, occupant or tenant up to \$200.00 or such higher amount as then permitted under the Strata Property Regulation, for each time the strata lot is advertised or marketed as being available for use as a short term rental.

3.2 Rentals – Tenancy Requirements

- 1) Where an owner rents or leases all or part of their strata lot to a tenant, such owner must:
 - a. deliver to each tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K;
 - b. provide the Strata Corporation with written notice of each tenant's name, phone number and email address, and the name of all occupants who will be residing with the tenant, and their contact information, if any;
 - c. within two weeks of renting a strata lot, provide the strata corporation a copy of the Form K – Notice of Tenant's responsibilities signed by all tenants, in accordance with Section 146 of the Strata Property Act; and
 - d. provide a copy of the tenancy agreement with their tenant to the Strata Corporation.
- 2) Unless exempted by the Council in writing, all non-resident owners must provide an email address to the Strata Corporation for the purpose of receiving notices, records, or documents from the Strata Corporation.
- 3) The Strata Corporation may provide owners and tenants with documents, notices of council meetings, general meetings and electronic meetings by email to the email address provided by them under subsection (2) above.
- 4) Owners who fail to provide a Form K and/or their tenancy agreement as required by these bylaws may be subject to a fine of up to \$200.00 per week, until the Form K has been provided.

3.3 Rentals – Landlord's and owner's responsibility for fines and costs incurred by tenant

- 1) If a tenant or a tenant's occupant is accused of contravening a bylaw or being responsible for damage or remedial costs then the Strata Corporation must follow the procedures set out in section 135 of the Strata Property Act with the tenant, before levying the cost of any damages, or a deductible, a fine, or any other remedial cost against the tenant. The Strata Corporation must not take action directly against the owner without giving due process to the tenant.
- 2) If after complying with subsection (5), the strata corporation fines a tenant or requires a tenant to pay the costs or remedying a contravention of the bylaws or rules, the strata corporation may collect the fine or costs from the tenant, that tenant's landlord and the owner, but may not collect an amount that, in total, is greater than the fine or costs.

- 3) If the landlord or owner pays some or all of the fines or costs levied against the tenant, the tenant owes the landlord or owner the amount paid.
- 4) Where a tenant or occupant fails to pay a user fee imposed under the bylaws or rules for use of common property or common assets, the strata corporation may inform the landlord or owner of the strata lot at which the tenant or occupant resides of the unpaid fee and collect it from the landlord or owner.

4. Pets

- 1) An owner, tenant or occupant shall be entitled to keep not more than two, domestic pets in a strata lot unless another pet is otherwise approved in writing by the strata council. An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the strata council on behalf of the Strata Corporation pursuant to bylaw 3 with respect to the keeping of pets. Unless specifically approved by the strata council, the weight of any pet will not exceed 15 kilograms (33 pounds).
- 2) Fish tanks are permitted so long as they do not exceed 400 litres (90 gallons).
- 3) An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.
- 4) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property 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.
- 5) No owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
- 6) The Strata Council may, from time to time on behalf of the Strata Corporation, enact such rules with respect to the keeping of pets as the Strata Council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.
- 7) Owners of pets are responsible for maintaining other owner's quiet enjoyment of the respective strata lots, as well as the common areas.
- 8) No pets are allowed on the common property without either being carried or on a leash.
- 9) Complaints regarding pets are to be directed to the Strata Council. If, after investigation, the Strata Council deems the offending pet to be a nuisance it may rule that the owner of the offending pet shall no longer keep the pet in their strata lot and give said owner fifteen (15) days written notice to remove the pet. For the purposes of this subsection, a "nuisance" is defined as excessive noise, damage to the common property, and/or

aggressive behavior on the part of the pet towards other owners, their tenants or guests.

10) Grandfather Clause: Owners having pet(s) in their strata lots at the date of the passing of this bylaw (August 3, 2004) may keep the pet(s) they have at that time.

5. Barbecues

- 1) Owners may have one propane gas or one electric barbecue on their balcony or patio. All other barbecues are strictly prohibited.
- 2) Owners are responsible for any damage whatsoever caused by a barbecue and/or its propane tank.
- 3) Only one 20lb barbecue propane tank may be placed on a balcony or patio.
- 4) Storage of propane tank(s) in the strata lots or any common area other than a balcony or patio is strictly prohibited.

6. Parking

- 1) The Strata Corporation has 36 strata lots and 58 common property parking stalls of which 24 are located in the underground parking lot and 24 are located in the above ground parking lot; 10 stalls are allocated to visitor parking, one of which is a designated handicapped parking stall. The Strata Council will allocate one common property parking stall to each strata lot. Subject to subsections (2) to (6) of this bylaw, the Strata Council will, following each annual general meeting, allocate the parking stalls in the same manner and to the same strata lots as they had in the previous fiscal year.
- 2) Underground parking stalls will be allocated on a first come first served basis, and the Strata Council shall maintain a waiting list for owners who want an underground parking stall.
- 3) No strata lot may have more than one (1) underground parking space.
- 4) Strata lots having more than one (1) parking space shall be charged a fee of twenty-five dollars (\$25.00) per month, and a fee of \$75.00 for a third stall, due on or before the first day of each month.
- 5) Resident owners and tenants must not park in any visitor parking spot for longer than fifteen (15) minutes.
- 6) Resident owners and tenants having visitors staying longer than three (3) days but less than twelve (12) days, must advise the Strata Council and provide the Strata Council with the visitor's license plate number.
- 7) Owners having visitors staying longer than twelve (12) days, and who require parking, must rent an additional monthly parking spot at the current rate, as specified in 6(4) of these bylaws, per calendar month.

- 8) All guest parking is short term to a maximum 72 hours (3 days) every week. Residents must obtain written permission from the council member who is in charge of parking, for guest parking longer than 72 hours. That council member will inform Council at the next meeting. A violation will result in the vehicle being towed away at the owner's expense. Any time parking on any one day will count as 24 hours (1 day).
- 9) An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the Council.
- 10) An owner, tenant or occupant shall not:
 - a. use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space assigned to the strata lot of that other owner;
 - b. carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of an emergency;
 - c. rent or lease the parking space assigned by the strata corporation to his strata lot, or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building; and
 - d. 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.
- 11) An owner, tenant, occupant or visitor must not charge electric vehicles by any means until proper strata-installed charging facilities are in place.
- 12) An owner, tenant or occupant must, at the request of the Strata Council, provide proof of insurance on any motor vehicles, trailers, motorcycles or bicycles parked in his/her assigned parking stall.
- 13) An owner, tenant or occupant must keep their parking stalls clean and free of oil leak build-up under vehicles, or spill of other fluids.
- 14) Owners, occupant, tenants or visitors must clean up any spilled or leaked automotive fluids and are responsible to make good for any damage caused by such leaks or spills.
- 15) Owners, occupants, tenants or visitors must upon notice from the Strata Corporation, remove a vehicle from common property for building maintenance, including parkade cleaning.

- 16) The Council shall provide written notice of any violation of this bylaw to the vehicle owner by leaving the notice of violation on the relevant vehicle and placing a copy of the notice under the door of the relevant strata lot or by email to the vehicle's owner (if the vehicle's owner has provided the Strata Corporation with an email address for the purpose of receiving notices from the Strata Corporation) and if the infraction is not corrected within TWENTY-FOUR (24) hours from the date of delivery of such notice, the Council, in addition to any other rights it may have, shall have the right to tow any vehicle which violates this bylaw, fine the owner, or both.
- 17) Written notice of a further contravention of this bylaw is not required prior to towing in the event of a second or subsequent infraction of this bylaw.
- 18) In addition to the rights conferred by subsections (13) and (14) the Council has the right to immediately tow any vehicle which is parked in violation of subsections (10)(d) and (12).
- 19) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, legal costs, as between a solicitor and client, and any other reasonable costs.

7. Inform Strata Corporation

- 1) Within two (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.

8. Obtain approval before altering a strata lot

- 1) An owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
 - a) the structure of a building;
 - b) the exterior of a building;
 - c) stairs, balconies or other things attached to the exterior of a building;
 - d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (ie. Including, for example, adding security devices to the entrance door to a strata lot);
 - e) fences, railings or similar structures that enclose a patio, balcony or yard;

- f) common property located within the boundaries of a strata lot;
 - g) those parts of the strata lot which the Strata Corporation must insure under Section 149 of the Act.
- 2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
 - 3) An owner, 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.

9. Obtain approval before altering common property

- 1) An owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- 2) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expense relating to the alteration and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

10. Permit entry to strata lot

- 1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot
 - a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - b) at a reasonable time, on 48 hours' written notice,
 - c) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Strata Property Act; and
 - d) to ensure compliance with the Act and these bylaws.
- e) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

Division 2 - Powers and Duties of Strata Corporation

11. *Repair and maintenance of property by strata corporation*

- 1) The Strata Corporation must repair and maintain all of the following:
 - a) common assets of the Strata Corporation;
 - b) common property (excluding owner alterations), that has not been designated as limited common property;
 - c) limited common property, (excluding owner alterations), but the duty to repair and maintain 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:
 - 1) the structure of a building;
 - 2) the exterior of a building;
 - 3) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - 4) window casings, sill, frames of doors, door, window and skylights, on the exterior of a building or that front on the common property, and
 - 5) fences, railing and similar structure that enclose patios, balconies and yards;
 - d) a Strata Lot but the duty to repair and maintain it is restricted to:
 - i) the structure of a building,
 - ii) the exterior of a building,
 - iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - iv) window casings, sills, frames of doors, doors, windows and skylights, on the exterior of a building or that front on the common property, and
 - v) fences, railings and similar structures that enclose patios, balconies and yards.

- 2) Notwithstanding subsection (1), the Strata Corporation is not obligated to maintain, repair or replace any improvements made by an owner or former owner, or any such improvements in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the owner for the time being of the strata lot which has the benefit of such improvement.

Division 3 - Council

12. Council size

- 1) the Council must have at least 3 and not more than 7 members.

13. Council members' terms

- 1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 2) A person whose term as Council member is ending is eligible for re-election.
- 3) As permitted by section 28(2) of the Act, a person other than an owner, an individual representing a corporate owner and a tenant may be a member of the council provided such person falls within one of the following classes of persons:
 - a. a spouse, including a common law spouse, of an owner; and
 - b. a professional advisor of an owner

13.1 Council member's remuneration

- 1) Pursuant to section 34(b) of the Act, a member of council is entitled to compensation for the member's exercise of council powers and performance of council duties of Fifty Dollars (\$50.00), per year payable at the end such member's term of office.

14. Removing council member

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

15. Replacing council member

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

16. Officers

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

17. Calling council meetings

- 1) Any Council member may call a Council meeting by giving the other Council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 2) The notice does not have to be in writing.
- 3) A council meeting may be held on less than one week's notice if
 - a) all Council members consent in advance of the meeting, or
 - b) the meeting is required to deal with an emergency situation and all Council

members either

- i) consent in advance of the meeting, or
- ii) are unavailable to provide consent after reasonable attempts to contact them.

18. Requisition of Council hearing

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

19. Quorum of Council

- 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.

20. Council meetings

- 1) At the option of Council, Council meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
- 2) If a Council meeting is held by electronic means, Council members are deemed to be present in person.
- 3) No person other than a member of the Council shall be entitled to attend a meeting of the Council unless authorized by a resolution of the Council. In the course of a meeting of the Council, any person or persons (other than members of the Council) may be excluded from such meeting by a resolution of the Council
- 4) Despite subsection (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 Strata Property Act;

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

21. *Voting at council meetings*

- 1) At Council meetings, decisions must be made by a majority of Council members present in person at the meeting.
- 2) 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.

22. *Council to inform owners of minutes*

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

23. *Delegation of Council's powers and duties*

- 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 purpose 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.

24. *Spending restrictions*

- 1) Person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- 2) Despite subsection (1), a Council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

24.1 *Limiting Expenditures of Council*

- 1) Subject to subsection (3) below, if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the strata corporation may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this subsection (1) in the same fiscal year, is less than:
 - a. Five Thousand Dollars (\$5,000.00)
- 2) If the strata corporation makes an expenditure under subsection (1) above, the strata corporation must inform owners as soon as feasible about any expenditure of more than Two Thousand Dollars (\$2,000.00) on any single item.
- 3) Notwithstanding subsection (1) above, the strata corporation can make an expenditure out of either 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 to prevent significant loss or damage, whether physical, financial or otherwise.

25. *Limitation on liability of Council member*

- 4) A Council member who acts honestly and in good faith is not personally liable because of anything done in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
- 5) Subsection (1) does not affect a Council member's liability, as an owner, for a judgement against a Strata Corporation.

Division 4 - Enforcement of Bylaws and Rules, and Maximum Fines

26. *Enforcement Procedure*

- 1) Complaints regarding the breach of bylaws may only be submitted to the council, or property manager in writing. The council will not entertain, investigate or act upon verbal complaints.
- 2) The council must respond to written complaints within four (4) weeks of the receipt of same.
- 3) Pursuant to section 135 of the Strata Property Act, the council must abide by the following procedure when dealing with alleged contraventions of bylaws and rules:
 - a) if the alleged offender or complainant is a council member, that member must excuse himself or herself from the complaint process;
 - b) the council must then give the alleged offender written notice of the complaint;
 - c) if the alleged offender is a tenant, the council must also give the owner written notice of the complaint;
 - d) if the council decides to proceed with enforcement, the notice of complaint must give the alleged offender a reasonable opportunity to respond to the complaint, including an opportunity to respond at a hearing, if requested;
 - e) once the alleged offender has answered or been given a reasonable opportunity to answer the complaint, the council must decide whether a bylaw or rule has been breached by the alleged offender;
 - f) if the council decides that a bylaw or rule has been breached, it must give written notice of the decision to:
 - i. the offender or alleged offender; and
 - ii. the owner, if the offender or alleged offender is a tenant.

27. *Enforcement Options*

- 1) The Strata Corporation may, after complying with enforcement procedures outlined in section (26):
 - a. fine the responsible owner or tenant:
 - i. up to TWO HUNDRED DOLLARS (\$200.00), or such higher amount as permitted by the Strata Property Regulation, at the discretion of the council, for each contravention of a bylaw except for a contravention of a

- short term rental prohibition bylaw;
 - ii. up to FIFTY DOLLARS (\$50.00), or such higher amount as permitted by the Strata Property Regulation, at the discretion of the council, for each contravention of a rule;
 - iii. up to ONE THOUSAND DOLLARS (\$1,000.00) or such higher amount as permitted by the Strata Property Regulation, at the discretion of council, for contravention of the short term rental prohibition bylaw; or
 - b. do what is reasonably necessary to remedy a contravention of, the Act, its bylaws or rules, including:
 - i. entering into and doing work on or to a strata lot, the common property of common assets, and
 - ii. removing objects from the common property or common assets; or
 - c. charge the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130 of the Strata Property Act.
- 2) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven days, a fine may be imposed every seven days.
 - 3) In the case of fine imposed for contravention of the short term rental prohibition bylaw, the fine may be imposed daily.

27.1 Liability for enforcement costs

- 1) Should the Strata Corporation undertake any work, legal action with respect to a breach by an owner, tenant or occupant of any strata lot, of the Strata Property Act, the Strata Property Regulations, the bylaws or rules or any amendments thereto, then the responsible owner or tenant shall be liable for and shall pay the reasonable costs of remedying the contravention, and all of the strata corporation's legal costs incurred on a solicitor and own client basis and shall pay the same within SEVEN (7) days of receipt of a demand from the council.
- 2) In these bylaws "legal action" includes any services provided to the strata corporation by a lawyer whether or not court or administrative proceedings of any kind are ultimately commenced, and without limiting the generality of the above:
 - a. includes the cost of defending Civil Resolution Tribunal claims brought by an owner in which the owner is not substantially successful; and
 - b. the costs of evicting a tenant pursuant to section 138 of the Strata Property Act.
 - c. Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the

strata corporation to enforce the bylaws or rules, shall become part of the assessment of the responsible owner or tenant and shall become due and payable within SEVEN (7) days of receipt of a demand from the council, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

27.2 Commencing legal actions

- 1) The Strata Corporation may:
 - a. commence and prosecute small claims actions for the recovery of any monies owing to the strata corporation without the necessity of having the same approved by a THREE-QUARTER (3/4) vote;
 - b. pursuant to section 138 of the Strata Property Act, commence and prosecute the eviction of a tenant who has repeatedly or continuously contravened a reasonable and significant bylaw, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the Strata Property Act expend funds from the contingency reserve fund on the legal fees and disbursements up to \$5,000.00 per case, to conduct the proceedings; and
 - c. pursuant to section 117 of the Strata Property Act, commence and prosecute a forced sale action against any owner who is in arrears of strata fees or special levies, without the necessity of having same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the Strata Property Act expend funds from the contingency reserve fund on the legal fees and disbursements up to \$5,000.00 per case, to conduct the proceedings; and
 - d. make a request under Section 4 of the Civil Resolution Tribunal Act asking the civil resolution tribunal to resolve a dispute concerning any strata property matter over which the civil resolution tribunal has jurisdiction, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the Strata Property Act expend funds from the contingency reserve fund on the legal fees and disbursements up to \$3,000.00 per case, to conduct the proceedings.

Division 5 - Annual and Special General Meetings

28. Chairperson for Annual and Special General Meetings

- 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.

28.1 Electronic General Meetings

- 1) The Strata Corporation may hold annual or special general meetings, including a special general meeting demanded by 20% of the strata owners' votes pursuant to section 43 of the Strata Property Act (the Act), by means of an electronic meeting.
- 2) In holding an electronic general meeting the Strata Corporation must make provision for owners to attend the meeting in a manner that does not require a computer.
- 3) The Strata Corporation must specify the following in the notice of the electronic general meeting:
 - a. the electronic means or variety of means by which it intends to hold the electronic meeting;
 - b. how voters may attend the electronic meeting;
 - c. how votes may be cast at the electronic meeting; and
 - d. a link to the meeting
- 4) Eligible voters may only attend an electronic meeting by proxy or in person, in the manner or manners specified in the notice of meeting.
- 5) If an eligible voter attends an electronic meeting, in the manner specified in the notice of meeting, then such voter is deemed to be present in person.
- 6) Eligible voters who wish to attend an electronic meeting by proxy should deliver their voting card (if any), and copies of their proxy to their proxy holder, and a copy of their proxy to the Council at least 24 hours before the meeting's start.
- 7) Notwithstanding subsection (6) eligible voters must be allowed to register their proxies at the meeting.
- 8) Eligible voters who attend an electronic meeting are responsible for the manner of manners in which they attend, and the Strata Corporation is not responsible for the quality or consistency of their connection or their inability to connect or maintain connection, and a vote taken at an electronic meeting is not invalidated by virtue of the fact that a person in attendance at the electronic meeting has a poor, inconsistent or intermittent connection to the electronic meeting, or is unable to maintain the connection or to reconnect to the electronic meeting, except under the circumstances outlined in subsection (18).
- 9) Eligible voters attending an electronic meeting in person are deemed to acknowledge and accept the risks associated with the manner of their attendance including but not limited to:

- a. a loss of privacy;
 - b. loss of connection and/or other technological problems;
 - c. an inability to participate in discussion due to technological or connection problems; and
 - d. an inability to vote due to technological or connection problems.
- 10) At an electronic general meeting, registration, verification of proxies, participation, and quorum of eligible voters in person or by proxy must be confirmed by the chair at the beginning of the meeting by calling the roll or any other method that confirms eligible voters are present in person or by proxy.
- 11) Attendees and voters at the electronic general meeting must provide proof of their identity satisfactory to the Council, if requested to do so by the Council.
- 12) Quorum will be determined by the number of eligible voters attending in person by the specified manner or manners or by proxy.
- 13) Notwithstanding any other bylaw, and unless otherwise specified in the notice of meeting, the chair will determine whether a vote must be conducted by secret ballot at an electronic general meeting.
- 14) The votes on a resolution at an electronic general meeting may be cast by eligible voters using any one of, or combination of the following voting methods, as stipulated in the notice of electronic meeting given pursuant to subsection (3):
- a. email to a designated email address during a designated voting window;
 - b. show if voting cards if visual electronic communication is available;
 - c. roll call;
 - d. hand delivery of the ballots to a designated location; or
 - e. any other electronic method that identifies votes of eligible voters.
- 15) After the chair of the meeting determines that all votes have been cast 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 and against, and whether the resolution was approved or defeated; and the outcome of the vote must be recorded in the minutes of the meeting.
- 16) The property Manager, or the Council will keep a register and tally of eligible voters attending in person and by proxy, and update it as the meeting progressed.
- 17) If an eligible voter loses their connection to the electronic meeting:
- a. their vote will not be counted towards quorum for any period that they are absent from the meeting; and

- b. the meeting will continue in their absence unless their absence results in a loss of quorum.
- 18) If it comes to the attention of the chair at any time that one or more losses of connection by eligible voters present in person or by proxy at the electronic general meeting results in a loss of quorum, then the electronic general meeting will stand adjourned for 10 minutes.
- 19) If, at the end of the 10 minute adjournment referred to in subsection (18), the chair determines that the number of eligible voters then connected and present at the electronic general meeting in person or by proxy fails to continue a quorum, then the electronic general meeting will stand adjourned for a week, and the Council will send out a new notice of meeting which meets the requirement of these bylaws.
- 20) Audio and/or visual recording of an electronic general meeting, in part or in whole, may take place only under the following conditions:
 - a. by the Council or its designated agent for the purpose of facilitating accurate development of meeting minutes and confirming voting results post-meeting; or
 - b. by an owner, occupant, or tenant only if such owner, occupant or tenant, first obtains the express permission of the voters by a majority vote.
- 21) Any recording made in accordance with subsection (20) must be deleted within 30 days of the meeting minutes being circulated to Owners, unless an Owner disputes the minutes as circulated within that 30 day period, in which case the recordings may be retained until the meeting minutes are satisfactory to all parties.
- 22) Any audio and/or visual recording of an electronic general meeting that is not made in accordance with subsection (20) or is retained contrary to subsection (21), shall be deemed to be invalid and inaccurate.
- 23) Subject to subsection (24), all other bylaws pertaining to the calling and holding of general meetings continue to apply.
- 24) Where a conflict exists between a section or subsection of this bylaw and any other bylaw, the provisions of this bylaw take precedence over the other bylaw.
- 25) Owners may attend general meetings, including in person general meetings by electronic means if such electronic means permits all persons participating in the meeting to communicate with each other during the meeting.
- 26) Owners wishing to attend an in person meeting by electronic means, where no electronic means are provided by the Strata Corporation must make their own arrangements for such attendance and are solely responsible for the quality of such means.

28.2 Quorum for annual or special general meetings

- 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.
- 3) If within 10 minutes from the time appointed for an annual general meeting or special general meeting a quorum is not present then:
 - a. the meeting shall be terminated if the meeting was convened upon the requisition of members; but
 - b. in any other case, the meeting shall stand adjourned for a further 5 minutes and at such time the eligible voters then present in person or by proxy shall constitute a quorum.

29. *Participation by other than eligible voters*

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

30. *Voting*

- 1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- 2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent, or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- 6) 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.
- 7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien against the strata lot.

31. Order of business

- 1) The order of business at annual and special general meetings is as follows:
 - a) certify proxies and corporate representatives and issue voting cards;
 - b) determine that there is a quorum;
 - c) elect a person to chair the meeting, if necessary;
 - d) present to the meeting proof of notice of meeting, or waiver of notice;
 - e) approve the agenda;
 - f) approve minutes from the last annual or special general meeting;
 - g) deal with unfinished business;
 - h) receive reports of Council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - i) ratify any new rules made by the Strata Corporation under section 125 of the Strata Property 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 upcoming 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

32. Voluntary dispute resolution

- 1) 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.
- c) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 - Miscellaneous Matters

33. *Small Claims Actions*

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

34. *Not In Use*

35. *Use of Patios and Balconies*

- 1) An owner, tenant or occupant of a strata lot must maintain planters, items or equipment stored on patios and balconies in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed.

36. *Garbage Disposal and Recycling*

- 1) An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit in the appropriate containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied before so depositing. The owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.
- 2) Trash such as discarded furniture, mattresses, construction debris, etc., is not to be placed in the garbage room or any other common area including balconies and patios.
- 3) All non-recyclable garbage must be double bagged and tied, or wrapped and tied and placed in the appropriate dumpster.
- 4) All corrugated cardboard boxes must be flattened and placed in the container marked for that purpose. If the dumpster is full, do not just leave your boxes unflattened or

otherwise, on the floor of the garbage room as the garbage disposal truck cannot back over that kind of obstruction to empty the dumpsters.

- 5) Liquor bottles, juice bottles, soda cans, etc., that can be returned for deposit may be placed in the appropriate containers along the east wall in the garbage room. Please do not put jam jars, coffee cans, and other food items in this container. If the container is full, do not just leave your bottles and cans etc., on the floor of the garbage room as the garbage disposal truck cannot back over that kind of obstruction to empty the dumpsters.
- 6) "Junk Mail" is not to be left in the lobby or any other common area except the appropriate container(s) in the garbage room or the lobby.

37. *Bicycles and Storage*

- 1) Bicycles are permitted in elevators, hallways or any other common area. Bicycles may be kept on balconies or patios (if stored discretely) or other areas as may be prescribed by Council.
- 2) Any owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is insured under that policy.
- 3) An owner, tenant or occupant shall not:
 - a) use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.
- 4) An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance, which spills or leaks onto the common property.

38. *Move In/Move out*

- 1) Owners or their tenants moving in or out must advise the Strata Council, in writing, at least fifteen (15) days prior to the date of the move, of the moving date and the times they will require the elevator.
- 2) The Strata Corporation may regulate the times and manner in which any person moves into or out of strata lots and may require that such moves be co-ordinated with Council or the manager of the building in advance of such moves.
- 3) Owners or their tenants moving in or out must obtain the key for the elevator from the Strata Council, and:
 - a) The elevator must not be locked open for more than the absolute minimum time, specifically when actually loading or unloading the elevator.
 - b) The elevator shall not be wedged open with any material whatsoever.

- c) The elevator key must be returned to the Strata Council forthwith upon completion of the move in or out of the building, and if the key is lost or damaged, the Owner of the strata lot is responsible for its replacement, including any consequent lock change and/or elevator service fee that may be necessary.
- 4) Owners or their tenants moving in or out must not block the ingress or egress to the building and/or the elevator.
- 5) Owners are responsible for any damage caused to the common area due to their or their tenant(s) moving in or out.
- 6) A (\$75.00) move in fee will be charged each time there is a change in occupancy of a strata lot by virtue of:
 - a) An owner purchasing a strata lot and taking occupancy of that strata lot, or
 - b) An owner leasing the strata lot to a tenant.

39. Correspondence to Council

- 1) All mail, e.g. strata fee cheques, notes, letters, etc., for the Strata Corporation and/or Strata Council is to be placed in the mail slot in the “Electrical Room” door next to the lobby elevator or mailed to the Property Manager.

40. Selling of Strata Lots

- 1) An owner of a strata lot, when selling his strata lot, will not permit “for Sale” signs to be placed on or about the common property except as prescribed by the Council.
- 2) An owner of a strata lot, when selling his strata lot, will not hold, or permit to be held, any public open house except in the manner prescribed by the Council. During an open house the entrance door must be supervised at all times.
- 3) Realtors must comply with all bylaws and rules, and the owner must provide them with a copy of those bylaws and rules.
- 4) Individual lockboxes on the exterior common property are prohibited, except for the VREB lockbox installed at the front door, which realtors may use for storing suite and building keys.

41. Certificates

- 1) The maximum fee that the Strata Corporation may charge for an Information Certificate, including required attachments, referred to in section 59 of the Strata Property Act, is thirty-five dollars (\$35.00) plus the cost of photocopying, or other means of reproduction, up to twenty-five (25) cents per page.
- 2) The maximum fee that the Strata Corporation may charge for a Certificate of Payment

referred to in Section 115 of the Act is fifteen dollars (\$15).

- 3) The Strata Council may charge the amounts referred to above or such greater amounts as may subsequently approved by regulation.

42. *Acquisition or Disposition of Personal Property*

- 1) The Strata Corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting if the personal property has a market value of more than one thousand dollars (\$1,000.00).

43. *Not In Use*

44. *Not In Use*

45. *Not In Use*

46. *Not In Use*

47. *Hard Surface Floors*

- 1) Owners shall ensure that the living room, dining room and bedrooms of each strata lot are carpeted with good quality underlay and carpeting, or with a good quality underlay and a High Density Acoustic Foam of no less than 1/8" thickness under a wood, Laminate or Engineered Wood flooring. Owners, tenants, and occupants of all strata lots shall, in addition, ensure all flooring installed shall meet the current building code.

48. *Not In Use*

49. *Damage, Insurance, and Risk Allocation*

Insurance Requirements

- 1) The Strata Corporation shall obtain an appraisal of the property from a qualified appraiser for the purpose of determining full replacement value pursuant to Section 148(4)(a) of the Strata Property Act, at least once every three fiscal years.
- 2) The Strata Corporation must obtain and maintain insurance:
 - a) on the items listed under Section 149(1) of the Strata Property Act against all major perils listed in Section 9.1(2) of the Strata Property Regulations; and

- b) for liability for property damage and bodily injury pursuant to section 150(1) of the Strata Property Act; and
 - c) on the terms listed under section 149(1) of the Strata Property Act against the following perils, if such coverage is commercially available and economically feasible, including:
 - i) earthquakes;
 - ii) sewer backups;
 - iii) floods;
 - d) against theft or misappropriation of funds; and
 - e) for director's and officer's liability in a minimum amount of \$1,000,000.00 and to a maximum amount as advised by the Strata Corporation's insurance broker.
- 3) Owners, tenants, occupants or visitors must not:
- a) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof; and
 - b) cause damage, other than reasonable wear and tear to the common property, limited common property, common assets

or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Strata Property Act.

Deductibles Are a Common Cost

- 4) Subject to the regulations and this bylaw:
- a) the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance, or
 - b) damages or loss caused to building components and fixtures that the Strata Corporation must repair and maintain, that falls below the Strata Corporation's relevant insurance deductible are common expenses to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1) of the Strata Property Act.
- 5) Despite any other section of the Act or the regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159

Strata Responsibility for Emergency Response Work

6) The Strata Corporation:

- a) may cause its contractors and agents to carry out emergency response work to the common property, limited common property and/or within a strata lot, even if the loss or damage appears to be insured, or below the relevant insurance deductible; and
 - b) is responsible to make good any damage caused by its investigations or repair (including but not limited to drying) of those parts of the strata lot including but not limited to the structure and exterior of the building) that it has a duty to repair under the bylaws; and
 - c) must when repairing or making good damages caused by its investigations or repair work, return any flooring, walls, or ceilings damaged by such work, to a condition, where such components are ready for paint or floor covering to be applied; but
 - d) is not required to remove, store, restore, or replace any alterations to a strata lot, that were made by the owner or previous owner of the strata lot.
- 7) Owners or tenants must reimburse the Strata Corporation for any repairs made by the Strata Corporation or its contractors and agents, to parts of the owner's strata lot that the owner is responsible to repair and maintain, other than those repairs that the Strata Corporation was required to carry out under subsection (6).

Owner's / Tenant's liability for Loss or Damage

- 8) Owners or tenants must reimburse the Strata Corporation for any emergency response, repairs and cleanup costs incurred by the Strata Corporation, plus any losses, damages, or repairs to the owner's or tenant's strata lot, the common property, the limited common property or the contents of same, if:
- a) that owner or tenant is responsible for the loss or damage;
 - b) parts of the owner's strata lot that the owner is responsible to repair and maintain that were repaired during the Strata Corporation's emergency response;
 - c) the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
 - i) that owner or tenant; or
 - ii) any member of the owner's or tenant's:
 - 1. family; or
 - 2. pets; or
 - iii) the owner's or tenant's guests, employees, contractors, agents, tenants, volunteers, or their pets, but only to the extent that such expense is not,

or would not, be met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner or tenant.

Examples of When the Owner or Tenant is Liable for Loss or Damage

- 9) Without restricting the generality of the foregoing, an owner or tenant is responsible for:
- a) any water escape damage from that owner's or tenant's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment located in or fixture which forms a part of the owner's or tenant's strata lot including but not limited to hot water tanks, washing machines, driers, dishwashers, stoves and fridges;
 - b) any damage arising out of any alteration, improvement, or addition to the strata lot, the limited common property, or the common property, installed by that owner or tenant or a prior owner or tenant of that strata lot;
 - c) any damage to property that an owner or tenant is required to repair or maintain;
 - d) any damage due to an owner, tenant or occupant not ensuring that their strata lot interior is maintained at a minimum temperature of 12 degrees centigrade, year round; and
 - e) any damage due to a water pipe leak or any other loss or damage whatsoever that the council reasonably determines resulted from or is contributed to by the owner's, tenant's or occupant's failure to comply with these bylaws.

Extent of Owner's / Tenant's Liability

- 10) An owner or tenant shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, that the owner or tenant is responsible for, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for the purposes of this bylaw will be charged to the owner or tenant.
- 11) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs, emergency response costs, and related legal costs may be charged to the owner or tenant and will become due and payable as part of that strata lot's monthly assessment on the first of the month following the date on which the expense was incurred.

Owner / Tenant Liable Even if Claim is Not Made on Strata's Insurance Policy

- 12) For greater certainty, an owner or tenant is responsible to pay amounts due under this

bylaw even if:

- a) that owner or tenant is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act; and
- b) the loss or damage is covered by the Strata Corporation's insurance but the Strata Corporation does not make a claim against its insurance.

Strata Corporation Is Not Strictly Liable For Failure of Property It Must Repair

- 13) Owners, occupants, tenants and visitors may not claim any compensation from the Strata Corporation for any:
- a) uninsured loss or damage; or
 - b) loss or damage where the total such loss and damage amounted to less than the relevant insurance deductible, to the property or person of the owner, occupant, tenant or visitor arising from any failure of the common property or any part of a strata lot that the Strata Corporation must repair and maintain, unless such loss or damage resulted from the negligent act or omission on the part of the Strata Corporation, its employee, or agent.

Owners and Tenants Insurance

- 14) Owners acknowledge that they are solely responsible to obtain and maintain insurance for:
- a) loss or damage to the owner's or tenant's strata lot and the fixtures referred to in section 149(1)(d) of the Act:
 - i) against perils that are not insured by the strata corporation. And
 - ii) for amounts that are in excess of amounts insured by the strata corporation;
 - b) for fixtures in the owner's strata lot, other than the fixtures referred to in section 149(1)(d) of the Act;
 - c) for improvements and alterations to fixtures referred to in section 149(1)(d) of the Act;
 - d) liability for property damage and bodily injury, whether occurring on the owner's strata lot or on the common property in the minimum amount of \$2,000,000.00; and
 - e) losses from water escape and rupture.

Owners and Tenants Must be Diligent

- 15) Owners and tenants must report any water ingress, mold, accident or failure of any water

pipes, toilets, drains, electric wires or apparatus, or other fittings or fixtures in any strata lot or in any part of the common property immediately upon discovery to the council or the property manager.

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

50. Severability

- 1) For the purposes of interpretation of these bylaws and any amendments, additions or alterations to them, each heading, paragraph and subparagraph shall be deemed to be a separate section with the intent that should an Arbitrator or Court of Competent Jurisdiction find that any such heading, paragraph or subparagraph of these bylaws or any amendment is void for uncertainty or is ultra vires the Strata Corporation or is, for any other reason, unenforceable, then such heading, paragraph or subparagraph shall be deemed severable and the remaining headings, paragraphs and subparagraphs of these bylaws shall be interpreted so as to be given the broadest meaning possible and all such headings, paragraphs and subparagraphs shall remain in force and effect.

51.1 Smoking Prohibitions (Current smokers grandfathered, as per clause 5)

- 1) No smoking is allowed:
 - a) in a strata lot;
 - b) on the interior common property, including but not limited to in hallways, elevators, parking garages, electrical and mechanical rooms, stairs, storage locker areas;
 - c) on patios and balconies; and
 - d) within 8 metres (26 feet) of a door, window or air intake (measured on the ground from a point directly below any point of any opening into the building, including any door or window that opens or any air intake).
- 2) “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. The term “Smoking” includes, but is not limited to, tobacco smoking, smoking using electronic cigarettes, marijuana smoking, crack cocaine smoking or any other narcotic whose use generates smoke.
- 3) 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 building.

- 4) 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. In making the accommodation, Council will consider how to accommodate the disability without exposing others to second-hand smoke. In making decisions regarding matters such as this, council will refer to the Strata Property Act, Residential Tenancy Act, Capital Regional District bylaws and the Human Rights Code.
- 5) Subsection 1(a) of this bylaw does not apply to any owners, occupants or tenants who currently smoke tobacco, vaporizers or e-cigarettes within their strata lot at the time this bylaw was passed. Such owners, occupants or tenants must register as an existing smoker with the Council within 60 days of the passage of this bylaw otherwise they will forfeit their right to smoke tobacco vaporizers or e-cigarettes within their strata lot.
- 6) All owners, occupants, and tenants permitted to smoke tobacco, vaporizers or e-cigarettes in their strata lot 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, in order to prevent second hand smoke from infiltrating the interior common property, or other strata lots.
- 7) If the Council receives complaints and determines that an owner, occupant, or tenant permitted to smoke tobacco, vaporizers or e-cigarettes, under these bylaws is causing a nuisance or a hazard to the health of the owners, occupants or tenants of other strata lots, then the Council may impose fines as specified under the nuisance bylaws.

51.2 Marijuana Prohibition

- 1) “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.
- 2) Owners, occupants, tenants, and visitors may not:
 - a) grow marijuana in a strata lot or on the common property;
 - b) sell marijuana from a strata lot or the common property;
 - c) smoke marijuana in a strata lot or on the common property.
- 3) The prohibitions and restrictions in subsection (2) above apply 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*.
- 4) Despite section (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.

- 5) 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.
- 6) 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.
- 7) 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 impose fines as specified under the nuisance bylaws.
- 8) Owners, occupants, and tenants must:
 - a) clean up and properly dispose of any marijuana related garbage, or debris;
 - b) not dispose of, drop, discard, or throw cigarette or cigar butts, joints, or loose marijuana over balcony, or patio railings, or dispose of the same on the common property.

52. Hot water Tank Bylaw

- 1) Owners, occupants, and tenants must:
 - a) ensure that their hot-water tank is in proper operating condition at all times;
 - b) replace:
 - i) a single walled hot-water tank within six (6) years from the date of its installation, or such longer period as warranted by the manufacturer;
 - ii) a double walled hot-water tank within fifteen (15) years from the date of its installation, or such longer period as warranted by the manufacturer; or
 - iii) any type of hot-water tank immediately upon it exhibiting signs of leaking, rusting, wear or deterioration in performance;
 - c) within 7 days of receipt of a written request from the Strata Corporation, respond in writing to any questions relating to hot water tanks within the Strata Lot and provide proof to the Strata Corporation of:
 - i) whether the hot-water tank is a single walled or double walled tank;

- ii) the name and address of the manufacturer, date of the installation of their hot-water tank and its serial number and the length of its warranty; or
 - iii) the replacement of the hot-water tank (and a description of its features) in accordance with subsection (1)(b); and
- 2) After the effective date of this bylaw, any replacement tank must be new and single or double walled and must have a drip pan and an overflow pipe capable of discharge into a drain in close proximity to the tank, which requirements may only be varied in writing by the Strata Corporation in special circumstances.
- 3) If an owner, occupant or tenant fails or refuses to:
 - a) replace their hot-water tank within the time specified by subsection (1)(b); or
 - b) respond or provide proof of:
 - i) the information requested contrary to subsection (1)(c); or
 - ii) the replacement of the hot-water tank in accordance contrary to subsection(1)(c)

then the Strata Corporation may fine the owner or tenant and/or enter the Strata Lot on 7 days' written notice to replace the hot-water tank and charge any related costs and expenses back to the relevant owner or tenant including legal costs on a full indemnity basis.

- 4) Without limiting their general responsibility for loss and damage, owners, and tenants are responsible for any loss or damage arising from or related to the failure or leaking of their hot-water tanks, and the Strata Corporation may charge back any such loss or damage, including an insurance deductible paid or payable, to the relevant owner or tenant but only to the extent that such expense is not, or would not, be met by the proceeds received from any applicable insurance policy.

53. *Loan Repayment*

- 1) Each and every year until the Loan is paid in full, the Strata Corporation will:
 - a) cause its operating budget to include such amounts as are payable to VanCity under the terms of the Loan for that fiscal year; and
 - b) ensure that at all times there is sufficient funds in its Contingence Reserve Fund to cover at least one fiscal year's worth of Loan payments.
- 2) If, at any time during the term of the Loan the Strata Corporation does not have an approved budget that gives authority to make principal and interest payments from the operating fund, then the Strata Corporation is authorized to make the Loan payments

from the operating fund.

- 3) In the event that there are insufficient funds in the operating fund to cover the payment of the monthly Loan Payments then the Strata Corporation is authorized to expend the funds from the Contingency Reserve Fund to make the Loan Payments.
- 4) At the end of the term of the Loan, the Strata Corporation is hereby authorized to renew or replace the Loan (the Renewal) without further approval from the owners in accordance with the Strata Property Act, provided that:
 - a) the Renewal is approved by a majority vote of the council;
 - b) there is no additional borrowing, and the Renewal amount is no more than the balance that was owing under the Loan as of the date of the Renewal; and
 - c) the council informs the owners about the Renewal as soon as feasible.

END OF DOCUMENT