

Bylaws

STRATA PLAN VIS 2630 OAKLAND PARK



1530 Hillside Avenue

Adopted on Nov 9, 2017

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Division 1 – Duties of Owners, Tenants, Occupants and Visitors

1. Payment of Strata Fees

- (1) An owner must pay his or her strata fees to The Owners, Strata Plan VIS2630 (the “Strata Corporation”) on or before the first day of the month to which the strata fees relate.
- (2) If an owner is late paying his or her strata fee, or his or her share of 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 otherwise payable to the strata corporation until the date payment including interest is received by the strata corporation.
- (3) On or before the first day of the month after passing the annual budget for the strata corporation each owner must deliver to the Treasurer of the strata corporation twelve post-dated cheques, or a signed automatic debit authorization, or make arrangements to pay monthly his or her share of the monthly strata fee or the strata fee and parking fee. Each owner’s cheque or signed automatic debit authorization must be for an amount equal to the strata fee or the strata fee and parking fee payable by that owner to the strata corporation for the ensuing twelve-month period. Each post-dated cheque must be dated for the first day of the following twelve months, starting with the month immediately after the passing of the annual budget. Where an owner is to pay his or her share of the monthly strata fee or the monthly strata fee and parking fee, the owner must pay such fee on or before the first day of each month to the property manager of the strata corporation.
- (4) On an annual basis starting the first day of the month after passing the annual budget for the strata corporation the strata council (the “Strata Council”) for the strata corporation may charge an owner for the use of a second parking stall in the strata corporation a monthly fee as set by the Strata Council from time to time.
- (5) A charge of up to \$50.00 may be made against an owner for any N.S.F. cheque or declined electronic funds transfer issued by that owner.
- (6) In these bylaws “Act” means the *Strata Property Act*, Stats BC, 1998, c.43, as amended.
- (7) Funds received from an owner which are not explicitly designated as a payment of strata fees by the owner or by the terms of a preauthorized debit agreement between the owner and the Strata Corporation, may be applied to existing amounts owed in the following order:

- (a) Firstly, against fines, NSF fees and the costs of remedying a contravention;
- (b) Secondly, against money owed to the Strata Corporation with respect to an owner's liability for payment of the Strata Corporation's deductible or other un-insured loss for which the owner is responsible for;
- (c) Thirdly against user fees;
- (d) Fourthly, against interest on arrears;
- (e) Fifthly against amounts owing on an unpaid special levy;
- (f) Sixthly, against amounts owing on unpaid strata fees; and
- (g) Lastly, against current strata fees.

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) Owners shall be responsible for maintenance of balconies, and patios.
- (4) An owner is responsible for and must repair and maintain any improvements, alterations and additions made to their strata lot or adjoining common property, or limited common property, which they have the benefit of, including but not limited to balcony enclosures, which were made by them or a previous owner of their strata lot. An owner must also make good any damage to a strata lot, limited common property or the common property that is caused by or arises out of any improvements, alterations and additions made to their strata lot or adjoining common property, or limited common property, which they have the benefit of, which were made by them or a previous owner of their strata lot.
- (5) Owners are responsible for washing their interior windows.
- (6) An owner must promptly carry out all work that may be ordered by any public authority which relates solely to his strata lot and is not for the general benefit of the Strata Corporation as a whole. If an owner, after receiving the notice or order from a public authority, fails to do the required work by the date specified in the order, the strata corporation may, on 7 days written notice, enter into the strata lot, do the required work and charge the owner the cost of such work.
- (7) Owners who leave their strata lots vacant for a period of over a week must:
 - (a) ensure that the Strata Lot is checked at least once in each seven (7) day period that the Strata Lot is not occupied;

- (b) have insurance coverage for the vacant strata lot and maintain the coverage for the duration of the vacancy;
- (c) turn off the water control valve located within his/her Strata Lot (if any);
- (d) keep the heat within the Strata Lot at a minimum temperature of 10 degrees C.

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) Unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) Is illegal, is contrary to any rule, regulation, ordinance or bylaw of any Federal, Provincial or Municipal Government; 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) All residential strata lots shall be used solely as a single-family residence. Owners, tenants or occupants must not conduct any business or any profession from a strata lot or the common property that results in clients, customers or the public attending the strata lot or coming on to the common property.
- (3) 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 Act.
- (4) An owner, tenant, occupant or visitor must not obstruct or use the sidewalks, walkways, passages and driveways or the common property for any purpose other than ingress or egress from the strata lots of parking areas with the common property of the strata plan.
- (5) An owner, tenant, occupant or visitor must not leave on the common property or any limited common property, any shopping cart, freezers or any other item designated from time to time by the strata Council except for artificial Christmas trees, of which, must be removed by January 15th. All artificial trees and Christmas decorations must be CSA approved and taken down by January 15.
- (6) An owner, tenant, occupant, visitor must not permit a condition to exist within a strata lot, which will result in the waste of excessive consumption of the building's domestic water supply or heated water (where applicable).
- (7) An owner, tenant, occupant or visitor must not allow a strata lot to become unsanitary or a source of odor or pests.

- (8) No aerial wires or other articles of any description shall be installed in or about the exterior of the building or any strata lot, or hung from any window, balcony or door, without the prior written consent of Council.
- (9) Plumbing, electrical and other utility equipment shall not be used for any purpose other than those for which they were constructed.
- (10) All owners shall immediately report to Council or the management company any accident or damage to, or failure of, the water pipes, toilets, drains or fixtures, electrical wires and fixtures or other fittings or fixtures within their strata lot or common property in or about their strata lot or the building.
- (11) No water shall be left running except when in actual use.
- (12) Peddlers, solicitors and salespersons are prohibited access to the building and grounds.
- (13) All waterbeds must be of quality construction. Owners of waterbeds will be held responsible for any damages arising to common property or any strata lot because of leakage or spillage from the waterbeds. Owners/Occupiers shall carry appropriate Waterbed Insurance. The owner will on request provide a copy of insurance to the Strata Council for Property Manager.
- (14) All non-emergency correspondence shall be submitted in writing and addressed to the strata Council or the management company for their review and action.
- (15) No children under 15 years of age are allowed in Recreation Room without-adult supervision.

4. Pets

- (1) No pets and animals shall be permitted on any strata lot, save and except one (1) indoor domestic cat per unit (Rentals excluded) or for small caged birds, not to exceed two (2) in number.
- (2) An owner, tenant, occupant or visitor must ensure that all animals are leashed and otherwise properly secured and accompanied by the owner, tenant, occupant or visitor when on the common property or on land that is a common asset.
- (3) An owner, tenant, occupant or visitor must accompany his or her pet when on the common property or on land that is a common asset, and must immediately remove any excrement deposited by the pet on the common property.
- (4) Responsibility for damages caused by pets to the common property or costs involved with removing infestations, and for injuries caused to any person are the

responsibility of the relevant owner, tenant, occupant or visitor, in accordance with these bylaws and any applicable law.

- (5) Should the Strata Council receive complaints (which must be in writing) it will investigate the complaints and if any permitted pets are found to be a nuisance, then the Strata Council may fine the owner or require said owner, occupant or tenant to remove such pet from the Strata Corporation on FOURTEEN (14) days written notice. For the purposes of this bylaw a nuisance shall be defined as aggressive behaviour towards other owners or their pets, creating unreasonable noise, or repeatedly causing damage to the Common Property or Limited Common Property.
- (6) Written application and approval of council must be obtained prior to bringing the pet into the building.
- (7) No owner, tenant or occupant shall feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on the common property or any limited common property.

5. Noise/Nuisance

- (1) An owner, tenant, occupant or visitor must not:
 - (a) create noise between the hours of 10:00 p.m. – 8:00 a.m. on weekdays and 11:00 p.m. – 8:00 a.m. on weekends and holidays including loud meetings or parties, loud talking in the hallways or balconies or patios, banging of doors, vacuuming, using a dishwasher or washing machine or other mechanical which is audible in another strata lot. Without limiting the generality of the foregoing, noise includes sound and vibration.
 - (b) Use a strata lot for any purpose that encourages loitering by persons in or about the strata lot or common property.
 - (c) Make, cause or produce undue noise, smell (including cigarette smoke), and vibration or glare in or about any strata or common property (including patio's) or do anything, which will interfere unreasonably with any other owner, tenant, and occupant. Smoking must be a minimum of 3 meters from any window, door or ventilation under the Tobacco Control Act

6. Patios, balconies and Window Coverings

- (1) An owner, tenant, occupant or visitor must not:

- (a) Use a barbecue, hibachi or other like cooking or lighting device on a balcony or patio unless such barbecue, hibachi, cooking device or lighting device is powered by propane, or electricity. No more than 1 gas tank may be stored on one strata lot at any one time. Gas tanks may only be stored outside: either on the balcony or on the patio. Hours for BBQ to be limited between the hours of 10:00am to 10:00pm – 7 days per week
- (b) Shake any mops or dusters of any kind, or throw any refuse, out of the windows or doors or from the balcony of a strata lot including cans, caps, cigarette butts and cigarette ashes.
- (c) Install window coverings on windows except curtains and/or vertical/horizontal blinds in neutral or off white colour where visible from the outside of the building.
- (d) 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.
- (e) Use or install in or about the strata lot any shades, awnings, window or balcony guards, screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the strata Council.
- (f) Erect or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto.
- (g) Place any signs, billboards, notices or other advertising material or any kind on, or visible from, the exterior of a strata lot except for signs permitted under the federal and provincial Elections Acts, and a real estate sale sign, the type size and location of which may be governed by a Rule of the Strata Council.
- (h) Place any items on any patio or balcony except for free standing and self-contained planter boxes that are maintained, barbecues, outdoor furniture and accessories nor place planters or flower pots, etc. in a manner that will jeopardize the safety of others or the common property.
- (i) Allow water from watering plants or washing balconies to overflow from that balcony to another balcony.
- (j) It is the owner's responsibility to keep their balcony drains unblocked, clean and free of debris.

7. Fire, Insurance and Risk Allocation

- (1) An owner, tenant, occupant or visitor shall not do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof including leaving decorative lights turned on while not in the suite.
- (2) Artificial Christmas trees only. No live or cut Christmas Trees. Balcony decorations must be CSA approved and placed no earlier than November 15 and removed no later than January 15th.
- (3) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every three years for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Strata Property Act*.
- (4) For purposes of section 149(4)(b) of the *Strata Property Act*, the Strata Corporation shall obtain adequate insurance on an annual basis to cover other perils, including:
 - (a) earthquake insurance; and
 - (b) Director's and Officer's Liability Insurance for a minimum amount of \$2,000,000.00 or such lesser amount as may be available.
- (5) Subject to the regulations and this bylaw, the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1).
- (6) 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.
- (7) An Owner, tenant, occupant or visitor must not:
 - (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
 - (b) cause damage, other than reasonable wear and tear to the common property, 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.
- (8) An owner shall reimburse the Strata Corporation maintenance, repair or replacement costs plus any losses or damages to an owner's strata lot, the common property, the limited common property or the contents of same, if:
 - (i) that owner is responsible for the loss or damage; or
 - (ii) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
 - (1) that owner; or,
 - (2) any member of the owner's family; or,
 - (3) the owner's pet(s); or,
 - (4) the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets,

- but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy.
- (9) For greater certainty, an owner is responsible even if that owner 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.
- (10) Without restricting the generality of the foregoing, an owner is responsible for:
- (a) any water escape damage from that owner'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 strata lot including, but not limited to the following:
 - (i) dishwasher;
 - (ii) refrigerator with ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) hot water tank;
 - (v) washing machine;
 - (vi) toilet, sink, bathtub and/or shower;
 - (vii) air conditioner;
 - (viii) fish tank;
 - (ix) fireplace;
 - (x) plumbing pipes, fixtures and hoses located wholly within the strata lot, and which service only that strata lot; or,
 - (xi) any other similar type of appliance, equipment or fixture.
 - (b) any damage arising out of any Alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that Strata Lot; and,
 - (c) any damage to property that an owner is required to repair or maintain.
- (11) An owner 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 is responsible for, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner.
- (12) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs and related legal costs shall be charged to the owner and shall become due and payable as part of that owner's monthly assessment on the first of the month following the date on which the expense was incurred.
- (13) An owner shall obtain and maintain an insurance policy to cover:
- (a) the losses described in section 161 of the Act;

- (b) the deductible portion of the insurance claim against the Strata Corporation's insurance policy if that owner is responsible for the loss or damage that gave rise to the claim;
 - (c) any Alteration;
 - (d) any betterments or changes to the buildings or fixtures built by the developer; and
 - (e) losses from water escape and rupture.
- (14) Owners must provide proof of their insurance policy to the Strata Council by no later than June 1 of each fiscal year.
- (15) In the case of uninsured loss or damage, or loss or damage from a peril that is insured but which falls below the relevant insurance deductible on the Strata Corporation's insurance policy, the Strata Corporation shall not be liable to an Owner, Tenant, Occupant or Visitor for any loss, damage or expense caused by:
- (a) any failure, defect or want of repair of the Common Property or Common Assets of the Strata Corporation or any part thereof, unless such loss, damage or expense shall have resulted from the actions or negligence of the Strata Corporation.
 - (b) an overflow or leaking of water, breaking or bursting of any pipes or plumbing fixtures, or in any other manner whatsoever, unless such loss, damage or expense shall have resulted from the actions or negligence of the Strata Corporation.

8. Building Security

- (1) Owners, tenants, occupants or visitors must not give any keys, combinations, or other means of access to the building, common areas to the newspaper delivery carrier or any person other than an employee, contractor, occupant or guest.
- (2) Access through the entrances is to be granted only to persons positively identified, and:
 - (a) Proceeding directly to an individual suite.
 - (b) Doing authorized repair or maintenance work within the building.
 - (c) Conducting business with the owners or tenants.
- (3) Care must be used when responding to the Enterphone system. No unidentified persons are to be admitted. Owners, tenants, occupants or visitors are not to admit any caller on behalf of another owner, tenant, occupant or visitor without having made previous arrangements to do so.
- (4) An owner planning to be away from his suite for a period of more than one week shall, for security reasons, inform the strata Council or the management company.

9. Garbage Disposal

- (1) An owner, tenant or occupant shall remove ordinary household, paper or cardboard 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. Items and debris shall not be left in the area where garbage containers are located. All cardboard must be flattened and placed inside the cardboard bin.

10. Bicycles

- (1) Bicycles are not permitted in the lobby, elevator or interior common property, other than in the undercover parking area and bicycle storage room. Owners occupants and tenants must not store, leave or keep bicycles on balconies or patios. The strata corporation is not responsible for lost, stolen or damaged property.

11. Storage & Lockers

- (1) Any owner, tenant or occupant that leaves any item on or in the common property or any limited common property other than the designated storage locker 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.
- (2) Storage Locker Rooms are common property belonging to the Strata Corporation. An owner cannot transfer or sell the right to a specific locker when selling their strata lot.
- (3) The following strata lots have in-unit storage and the owners of these strata lots will not be eligible for storage locker rooms. These units are #103, 203, 303, 403, 204, 304, 404.
- (4) Excepting those owners noted in subsection (3), the owner of a strata lot may enter into a contract with VIS2630 for the use of one storage locker room. Storage Locker contracts will be carried forward with automatic renewals in one (1) year terms until there is a change of ownership and/or occupancy of the strata lot to which the locker is assigned.
- (5) An owner assigned the use of a storage locker room shall not:
 - (a) rent, loan or give the assigned storage locker room to any other owner, resident or non-resident.
 - (b) stack items within eighteen inches of the sprinkler head or block the spray range of the sprinkler system if there is one installed above the storage locker area.
 - (c) store any flammable materials in the storage locker room.
 - (d) store any materials that may decay and/or attract insects or rodents in the storage

locker room.

(e) Store any items within the storage locker room other than those items which fit inside the designated storage locker.

(6) Despite subsection (4) the Strata Corporation has the right to cancel a storage locker contract with an owner who, after two warning letters, remains in contravention of subsection (5).

12. Parking Stalls

(1) Each strata lot of VIS2630 is entitled to one common property parking space to be assigned by council.

(2) Parking spaces cannot be transferred by way of purchase/sale agreement or in any other land transfer documentation.

(3) New owners must contact Strata Council or Management for allocation of parking spaces.

(4) Covered Parking must be requested in writing. Strata Council will assign these spaces based on date of written application.

(5) When available, a second parking space may be rented from Strata Council at a rate to be set by a rule of the Strata Council. (limit of one rented (1) parking spaces per strata unit).

(6) Those owners who do not require their assigned parking space for personal use may rent out the parking spot to another owner except when prohibited by subsection (7).

(7) Covered parking spaces must not be rented out, loaned out or transferred to tenants in the event an owner subsequently rents out his/her unit. If an owner who is assigned a covered parking space no longer requires this space for their personal use, he/she will relinquish the covered spot to Strata Council for re-assignment. The owner will be given another, uncovered parking space.

(8) 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 or her strata lot;

(b) Wash vehicles in parking lot;

(c) carry out any oil changes, major repairs or adjustments to motor vehicles or mechanical equipment on common property except in the case of emergency;

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

- (e) Use any part of the common property (other than established storage lockers) for storage, without the written consent of the Council.
- (9) An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance that spills or leaks on the common property.
- (10) In the interests of safety, and to avoid accidents, vehicles must proceed with caution down the driveway and through the driveway area at the rear of the building.
- (11) The three (3) parking spaces on the south side of the building are designated for the sole use of visitors and are not to be used by owner, tenants or occupiers. Cars parked in contravention of the bylaw will be towed away at the expense of the offending owner, occupant or tenant.
- (12) An owner, tenant, occupant and their visitors shall not park any of the following on the common property:
 - (a) uninsured, unlicensed or unserviceable motor vehicle, including cars, trucks, trailers, boats and motorcycles, without the prior written approval of the Strata Council, which said approval may be granted subject to conditions which conditions may include the provision of written proof of storage insurance to the Strata Council;
 - (b) motorhomes, recreational vehicles, trailers, trucks larger than a ¾ ton pickup, camper, boat or a similar type of vehicle without the prior approval of the Strata Corporation, which said approval may be granted subject to conditions;
 - (c) a commercial vehicle including a transport, logging truck, dump truck, bus or other similar vehicle; or
 - (d) any vehicle in a manner which may compromise the safety or security of the residents of the building or impede the ability of owners to access or egress the parking lot, their vehicles or their parking stalls.
- (13) Owners, occupants, tenants and visitors must not back their vehicles into the parking spaces.
- (14) **Visitor Parking Rules:**
 - (a) The Strata Corporation has allocated 3 visitor parking stalls numbered 32, 33, 34.
 - (b) Each strata lot will be issued 2 authorized visitor parking passes noting unit number where guest is visiting.
 - (c) Any vehicle parked in a visitor stall and not displaying the authorized parking pass for more than 1 hour will be subject to towing at the owner's expense
 - (d) The visitor parking spaces are for the temporary use by guests or visitors only and visitors must not park their vehicle in the visitors' parking space for more than 7 days in a calendar month without the express written consent of the Strata Council.

- (e) Owners are responsible to notify their guests of the building bylaws regarding visitor parking on the Strata Corporation's common property.

13. Gardens

- (1) An owner, tenant, occupant or visitor shall not do or permit anything to be done that may cause damage to trees, bushes or flowers which are planted in the common property.
- (2) An owner, tenant, occupant, or visitor shall not remove, move, trim, or alter any tree, bush or plant that is growing on common property, without prior approval from the strata Council.
- (3) An owner, tenant or occupant shall maintain the gardens and/or planter boxes contained within their strata lot and limited common property. The balcony and patio areas are for the purpose of this subsection considered to be part of the strata lot.

14. Inform Strata Corporation

- (1) Within two weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number, phone number, email address (if any) and mailing address outside the strata plan, if any and the name of all persons occupants who reside in the strata lot. The owner must promptly provide written notification to the strata corporation of any changes to this information.
- (2) On request by the Strata Corporation, any owner, occupant, tenant or visitor must inform the Strata Corporation of his or her name and in which strata lot they are residing in or visiting.
- (3) All non-resident owners, or owners who intend to be absent from their strata lot for more than TWO (2) weeks shall inform the Strata Corporation of the full name, phone number, street address, and email of an emergency contact person who lives within THIRTY (30) kilometres of the Strata Corporation and who may provide the Strata Corporation with access to their strata lot after receipt of the notice of entry required by these bylaws.
- (4) Within two weeks of renting a strata lot, the owner shall give the strata corporation a copy of the Form K—Notice of Tenant's Responsibilities signed by the tenant, in accordance with s. 146 of the Act.
- (5) Corporate Owners must provide Strata with a list of all Registered Directors to be updated annually and/or within 2 weeks, if any change occurs in between.

15.1 Obtain Approval Before Altering a Strata Lot or Common Property

- (1) This bylaw does not apply to alterations that were constructed or installed before the adoption of this bylaw.
- (2) Before making an alteration to any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on common property;
 - (e) mechanical, electrical or plumbing systems within the walls or which require a permit to replace, excluding the end use devices such as taps, sinks, shower heads, light fixtures, light switches, or electrical outlets;
 - (f) fences, railings or similar structures that enclose a patio or balcony or yard,
 - (g) common property located within the boundaries of a Strata Lot;
 - (h) all or a portion of flooring in a Strata Lot located above the ground floor;
 - (i) the construction or removal of walls;
 - (j) common property, including limited common property; and,
 - (k) common assets.

an owner must first:

- (l) obtain the written consent of the Strata Council authorizing the alteration;
 - (m) obtain owner approval at a general meeting if the alteration will alter a strata lot's boundaries or make significant changes to the use or appearance of the common property, pursuant to sections 70(4) and 71 of the Act, if applicable,
 - (n) satisfy the conditions or agree to satisfy the conditions attached to the grant of permission by the Strata Council.
- (3) It is the intent of this bylaw that liability for Alterations shall attach to an owner and to a subsequent owner of each strata lot even though a subsequent owner is not a signatory to an Indemnity & Alteration Agreement. The Strata Corporation will ensure that a copy of all Indemnity & Alteration Agreements for a strata lot are kept on file and upon request, provided to purchasers of that Strata Lot. Alteration and Indemnity Agreements for a strata lot are intended to bind purchasers of that strata lot from time to time even if they are not filed at the Land Title Office.

Application Procedure

- (4) The application of the owner for an Alteration shall be in writing and shall enclose the following (the "Application"):
 - (a) details of the proposed Alteration;
 - (b) Detail plan showing the proposed location of construction of the Alteration and nature of the change, including details of the proposed materials and dimensions;
 - (c) name of proposed qualified/licensed contractor(s) who will perform the work;
 - (d) any other documents or information which the Strata Council may reasonably require in order to grant permission.

- (5) Upon receipt of an application for an alteration, the Strata Council shall, in writing, within four (4) weeks from the date of receipt of the Application or an Amended Application:
- (a) request further information,
 - (b) approve the Application or Amended Application; or
 - (c) reject the Application or Amended Application.
- (6) The Strata Council must not unreasonably refuse to permit an owner to make an alteration to his or her strata lot and must ensure that any conditions attached to a grant of approval of a proposed alteration must be proportionate with the type and extent of the proposed alteration and its potential impact on other strata lots and the building as whole.

Conditions for Approval

- (7) The Strata Council may impose any one or more of the following conditions on a Strata lot owner approved for the alteration:
- (a) assume responsibility for any expenses related to the alteration;
 - (b) perform the work or cause the work to be performed at the owner's sole cost;
 - (c) ensure that the work is performed in a good and workmanlike fashion and in accordance with all applicable laws, statutes and bylaws;
 - (d) produce a copy of a valid building permit to the Strata Council prior to the commencement of the work, if required by the local municipality;
 - (e) employ qualified and licensed contractors or subcontractors to perform the work;
 - (f) if the proposed alteration warrants it, employ, at the owner's expense, a plumber, electrician, gas fitter, architect, engineer, structural engineer, building envelope specialist or other qualified professional, as required in the sole discretion of the strata corporation, to prepare specifications, provide inspection and certification service for the work;
 - (g) rectify deficiencies to the work in a timely fashion and to the satisfaction of the Strata Council, failing which the Strata Corporation may perform the work and collect the costs of same from the applicant, including costs as between a solicitor and his own client;
 - (h) observe any repair and maintenance schedule or policy imposed by the Strata Corporation from time to time for the work;
 - (i) indemnify the Strata Corporation and save it harmless from any and all liability associated with the work, including legal costs as between a solicitor and his own client;
 - (j) assume all responsibility for the repair, maintenance or replacement of the Alteration;
 - (k) obtain appropriate insurance for the Alteration and provide the Strata Corporation with evidence of coverage upon request;
 - (l) assume responsibility for all future expenses related to the Alteration, including repair, maintenance and replacement costs, plus insurance for the betterment to the satisfaction of the Strata Council;
 - (m) cause all work to be conducted in accordance with the Strata Corporation's bylaws and the noise bylaws of the Municipality so as to not cause a nuisance or

- disturb the surrounding owners and shall ensure that all work is conducted between the hours of 9:00 a.m. and 5:00 p.m Monday to Saturday;
- (n) execute an Indemnity & Alteration Agreement that reflects and is proportionate to the scope of the proposed alteration, and which is satisfactory to the Strata Corporation;
 - (o) agree to inform a subsequent purchaser of the Strata Lot of the terms of the Alteration and Indemnity Agreement and to make it a condition of any Contract of Purchase and Sale that the subsequent purchaser shall agree to be bound by the terms of the Alteration and Indemnity Agreement;
 - (p) provide the Strata Corporation with a written assurance upon completion of the Alteration certifying compliance with the terms of this bylaw and, where applicable, section 70(4) of the Strata Property Act; and,
 - (q) any other conditions reasonably required in the opinion of the Strata Council given the nature of the proposed Alteration.

Flooring Requirements

- (8) An owner, occupant or tenant of a strata lot that is located above another strata lot who installs any flooring in a strata lot must install underlay that when combined with the flooring, sub flooring and ceiling below will provide a minimum IIC rating of 60. The Owner, occupant, or tenant must:
- (a) provide the Strata Council with the specifications of the proposed flooring and underlay prior to removing the existing flooring or installing the flooring;
 - (b) provide the Strata Council with proof of purchase of the flooring and underlay;
 - (c) allow the Strata Council to enter into the strata lot to verify the installation of the underlay before it is covered by the flooring.
- (9) In the event the Strata Corporation receives noise complaints from the owners of the Strata Lot(s) below a strata lot that has installed flooring, the Strata Council may require the owner of the Strata Lot with the flooring to permit the Strata Corporation, its council members, agents and employees, entry to the strata lot for the purpose of carrying out sound testing to determine the IIC rating of the flooring.
- (10) In the event that the IIC rating of the flooring is:
- (a) 59 or lower, the Strata Council may charge the cost of testing the flooring to the owner of the Strata Lot in which the flooring is installed; or
 - (b) 60 or higher, the Strata Council will equally share the cost of testing the flooring with the owner of the strata lot who has submitted the noise complaints.
 - (c) 59 or lower the Strata Corporation may require the owner of the Strata Lot with the altered flooring to:
 - (i) take all reasonable steps to reduce noise transmission including but not limited to: installing area rugs in high traffic areas, avoid walking with hard soled shoes, install felt pads on furniture legs;
 - (ii) cover the flooring with carpeting; or
 - (iii) remove the flooring and replace it with flooring that conforms with the bylaws.

16.1 Alterations Installed Without Permission

- (1) If an owner installs or constructs an Alteration after the adoption of this bylaw and without the prior written permission of the Strata Council ("Unauthorized Alteration"), then the owner of that Strata Lot may apply to the Strata Corporation for permission to retain the Unauthorized Alteration.
- (2) The Strata Council may refuse to approve the Unauthorized Alteration and may require its removal or the restoration of the strata lot to its former condition. The Strata Corporation may also enter on to the strata lot and remove the Unauthorized Alteration and restore the strata lot to its previous condition pursuant to section 133 of the *Strata Property Act*.
- (3) If the Strata Council does retroactively approve the Unauthorized Alteration, then such approval must be in compliance with these bylaws.
- (4) The Strata Council is authorized in its sole discretion to take legal proceedings including an application to the Supreme Court pursuant to section 171(1) (c) of the *Strata Property Act* against the owners of the Unauthorized Alterations for any remedy, judgment or order recommended in the opinion of legal counsel and available to the Strata Corporation by law, including an application for a mandatory injunction to compel removal of the Unauthorized Alteration.

17. Permit Entry to Strata Lot

- (1) An owner, tenant, occupant or visitor must permit a person authorized by the strata corporation to enter the strata lot:
 - (a) In an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) At a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
 - (c) At a reasonable time, on 48 hours written notice, to ensure compliance with the Act, the regulations, the bylaws and the rules.
- (2) The notice referred to in subsection 17(1) (b) and (c) must include the date and approximate time of entry, and the reason for entry.
- (3) For the purpose of Bylaw 17(1) (a):
 - (a) an emergency is defined as an actual or perceived:
 - (i) an act of god;
 - (ii) medical trauma or illness;
 - (iii) fire or smoke;
 - (iv) water penetration, leakage or flood;

- (v) structural damage.
- (b) authorized personnel are limited to:
 - (i) members of the strata council;
 - (ii) strata manager;
 - (iii) emergency and/or rescue personnel or law enforcement;
 - (iv) employees contracted by the strata corporation to perform assigned duties, including but not limited to, bonded tradespeople, professional locksmith, and restoration services.
- (4) In the event of an emergency access, the Strata Corporation shall provide a written report to the owner setting out the date, time and reason for the entry and the names and contact information of all persons who entered the strata lot.
- (5) In the event an owner fails or refuses to provide entry into a strata lot contrary to these bylaws then the strata corporation shall have the right to gain entry by locksmith or force.
- (6) An owner, occupant or tenant who refuses or fails to provide access contrary to these bylaws shall be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the failure to permit entry.

17.1 Fire-Prevention By-Law

- (1) Owners, occupants and tenants must visitor must permit a person authorized by the strata corporation to enter the strata lot for the annual fire, sprinkler inspection and dryer vent cleaning on the assigned date for these activities is mandatory.
- (2) Owners in non-compliance must arrange for their own inspection and notify council within 7days.
- (3) Offending Owners will be charged with the cost of an additional inspection, and will also be fined.
- (4) Sprinkler heads, smoke detectors and heat detectors inside a unit must not be painted as it will compromise its function. The offending owner will be charged the cost of replacing them.

18. Move In / Move Out / Delivery Procedures

- (1) Before any change in occupancy in a strata lot (“Change of Occupancy”) or move of furniture, appliances, construction material or other large objects into or out of the building, owners, tenants and occupants (“Move”) must:
 - (a) Provide a minimum of 48 hours written notice to the Property Management company or the caretaker.
 - (b) In the case of a Change of Occupancy or Move, the owner of the strata lot must pay a non-refundable fee of \$100 to the Strata Council.
 - (c) In the case of a Move:
 - (i) Obtain the elevator keys from any member of the Strata Council.
 - (ii) Obtain and install the padded curtain in the elevator.

- (iii) Note any existing damage to the elevator, walls, fixtures and carpets and report these to any member of the Strata Council, Property Management company or caretaker prior to the move.
- (2) During a Change of Occupancy or a Move, owners, tenants and occupants must:
 - (a) move of furniture, appliances, personal belongings or other large objects into or out of the building between the hours of 8:00 AM and 8:00 PM;
 - (b) Ensure that security is maintained and that the front door is not left open and unattended.
 - (c) Not store or leave personal property in common areas; and
 - (d) Must release the elevator when it is not in use.
- (3) Following the completion of a Move, owners, tenants, and occupants of the apartment style strata lots shall:
 - (a) Remove the padded curtain from the elevator, fold it and return it to the Strata Council.
 - (b) Inspect the elevator, walls, fixtures and carpets for any damage with one member of the Strata Council.
 - (c) Return elevator keys to any Council member.
- (4) Owners, tenants, and occupants shall either remove cardboard containers or collapse and dispose of them in the appropriate recycling or garbage bin in the garbage room.
- (5) If the common property of the strata corporation is damaged as a result of a Change of Occupancy or a Move, the Strata Council may repair such damage and recover the costs of such repairs from the owner, tenant or occupant responsible for the damage. The costs will include the payment of legal costs incurred by the Strata Council on a solicitor and own client basis.

DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION

19. Repair and Maintenance of Property by Strata Corporation

- (1) The strata corporation must repair and maintain all of the following:
 - (a) Common assets of the strata corporation;
 - (b) Common property that has not been designated as limited common property;
 - (c) Limited common property, but the duty to repair and maintain it is restricted to repair and maintenance that in the ordinary course of events occurs less often than once a year, and the following, no matter how often the repair or maintenance ordinarily occurs:
 - (i) The structure of a building;
 - (ii) The exterior of a building;
 - (iii) Balconies and other things attached to the exterior of a building;

- (iv) Window casings, sills and frames of doors, those windows and skylights (except with broken glass seals which are the responsibility of the owner) on the exterior of a building or that front on the common property;
 - (v) Fences, railings and similar structures that enclose patios, balconies and yards;
- (d) A strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
- (i) structure of a building,
 - (ii) the exterior of a building,
 - (iii) Balconies and other things attached to the exterior of a building,
 - (iv) Window casings, sills and frames of doors, windows and skylights (except with broken glass seals which are the responsibility of the owner) 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) The Strata Corporation is not obligated to maintain, repair or replace any improvements or alterations made by an owner or former owner to a strata lot, their limited common property, or the common property, including but not limited to balcony enclosures, and any such improvements or alterations in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the current owner of the strata lot which has the benefit of such improvement.

Division 3 – Council

20. Council Size and Eligibility

- (1) The council must have at least 3 and not more than 7 members.
- (2) A Family Member who is not registered on title to the Strata Lot is eligible for election as a council member and is eligible to sit as a council member if:
 - (a) The registered owner(s) of the Strata Lot is not in arrears of strata fees or special levies;
 - (b) The owner of the Strata Lot first provides the Strata Corporation with approval in writing; and,
 - (c) The Family Member is at least 19 years of age.
- (3) Only one person is eligible to run for election as a Strata Council member at any one time with respect to a particular Strata Lot.
- (4) No person shall stand for council or continue to be on council if the Strata Corporation is entitled to register a lien against that person's Strata Lot under Section 116(1) of the *Strata Property Act*.
- (5) If a council member is unable to continue to be on council pursuant to Bylaw 20(4), then that council member is deemed to have resigned for the purposes of these bylaws and the remaining members of the council may replace that member pursuant to Bylaw 23.

- (6) For the purpose of Bylaws 23 and 27 the size of the Strata Council shall be set at the number of Strata Council members elected at the annual general meeting.

21. Council members' Terms

- (1) The term 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.

22. 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.

23. 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%~~ 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.

24. 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 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.
- (5) The Strata Council may, by a majority vote, remove one or more officers from their position.

25. 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 the notice is provided to all council members and:
 - (a) At least 2/3 of the council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation and 2/3 of 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.

26. 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.

27. Quorum of Council

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

28. Council Meetings

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

and the Council member wishing to communicate by electronic means sets up the system for the Council prior to the meeting.

- (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 but may not speak or address the council unless invited to do so by a majority vote of the council members.
- (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 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 or which would contravene the Personal Information Protection Act;
 - (d) outstanding strata fees, fines or special levy against a strata lot owner;
 - (e) any legal action being considered against a strata lot owner or resident;
 - (f) any costs being levied against a strata lot owner for repair work; and
 - (g) ongoing negotiation with a third party, where public knowledge of such negotiations might jeopardize the interests of the owners.
- (5) For the purpose of the bylaws relating to strata council meetings, electronic means includes the following:
 - (a) electronic means includes telephone, teleconferencing, email, Skype, web cast or any other method which permits all persons participating in the meeting to communicate with each other during the meeting;
 - (b) all written electronic communication issued during a meeting shall be deemed to be a part of the strata council's meeting minutes and records.
- (6) Audio and/or visual recording devices are prohibited during strata council meetings, and general meetings without prior approval of the majority of council members in the case of a council meeting or eligible voters in the case of a general meeting.
- (7) Audio and/or visual recording are prohibited during strata council meetings dealing with matters outlined in bylaw 28(4) or strata council hearings granted under bylaw 26. An exemption to this bylaw may be granted if all parties consent to the recording of the meeting prior to its commencement.

29. 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, or if the president is absent the vice 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.

30. 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.
- (2) The strata council's minutes shall record all decisions made, but need not include the exact discussion leading up to any votes.
- (3) Strata Council's minutes regarding matters listed in bylaw 28(4) shall not reveal any personal information about an identifiable individual including the individual's strata lot number or unit number.
- (4) The Strata Council may email owners copies of the minutes to the email address provided by the owners pursuant to bylaw 14(1).

31. 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 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.

32. Spending restrictions

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

- (2) The strata corporation may purchase, lease or otherwise acquire personal property for the use of benefit of the owners and may sell 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 general meeting or special general meeting if the personal property has a market value of more than \$1,500.00
- (3) If a proposed expenditure has not been approved in the budget or at an annual general 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 in the same fiscal year, is less than 5% of the annual operating budget.
- (4) Notwithstanding subsections (1) and (3), the council or a council member 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.
- (5) The strata corporation must inform owners as soon as feasible about any expenditure made under subsections (3) or (4).
- (6) Any expenditure under subsection (4) must not exceed the minimum amount needed to ensure safety or prevent significant loss or damage.

33. Limitation on Liability of Council Member

- (1) A council member, or a volunteer who has been delegated duties by the strata council in writing (“a Volunteer”), who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member’s liability, as an owner, for a judgment against the strata corporation.
- (3) Each Strata Council member or Volunteer shall be indemnified and saved harmless by the Strata Corporation against any and all liability and costs, including legal costs as between a solicitor and his/her own client, for any acts or omissions while he or she was carrying out his or her duties as a member of the Strata Council or Volunteer.
- (4) Notwithstanding the above there shall be no indemnity if a Strata Council member or Volunteer commits wilful misconduct, fraud, gross negligence, or wrongful exercise of authority in the performance of his or her duties. In the event of a settlement, the indemnification shall apply only when the Strata Corporation approves such a settlement and reimbursement as being in the best interests of the Strata Corporation.

- (5) All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

Division 4 – Enforcement of Bylaws and Rules

35.1 Enforcement Options

- (1) The Strata Corporation may:
- (a) fine an owner a maximum of:
 - (i) up to TWO HUNDRED DOLLARS (\$200), at the discretion of the Strata Council, for each contravention of a bylaw (save and except for a rental bylaw where the fine may not be more than FIVE HUNDRED DOLLARS (\$500)), and
 - (ii) up to FIFTY DOLLARS (\$50), at the discretion of the Strata Council, for each contravention of a rule.
 - (iii) up to FIVE HUNDRED DOLLARS (\$500) for a breach of the Rental Restriction Bylaw.
 - (b) do what is reasonably necessary to remedy a contravention of its bylaws or rules, including:
 - (i) doing work on or to a strata lot, the common property or common assets, and,
 - (ii) Removing objects from the common property or common assets.
 - (c) charge the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130.
 - (d) if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven (7) days, a fine may be imposed every seven (7) days.

35.2 Complaint, right to answer and notice of decision

- (1) The strata corporation must not
- (a) impose a fine against a person,
 - (b) require a person to pay the costs of remedying a contravention, or
 - (c) deny a person the use of a recreational facility
- for a contravention of a bylaw or rule unless the strata corporation has
- (d) received a complaint about the contravention,
 - (e) given the owner or tenant the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant, and
 - (f) if the person is a tenant, given notice of the complaint to the person's landlord and to the owner.
- (2) For the purposes of this bylaw:
- (a) A complaint must be in writing;
 - (b) A strata council member can be the complainant;

- (c) A hearing must be held within 4 weeks of a request.
- (3) The strata corporation must, within 1 week provide a written decision on a matter referred to in subsection (1) (a), (b) or (c) to the persons referred to in subsection (1) (e) and (f).

36. Owners Indemnity

- (1) A unit owner in default of the payment of common expenses, strata fees, special levies, interest, fines, and any other amounts owing pursuant to the *Strata Property Act* (the “Arrears”) shall reimburse the Strata Corporation and save it harmless against any and all costs and expenses required to collect such Arrears, including legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.
- (2) For purposes of section 133(2) of the *Strata Property Act*, “reasonable costs of remedying the contravention” of the Strata Corporation’s bylaws or rules shall be interpreted to include, but not be limited to, legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.
- ~~(3)~~ Subject to the discretion of the council, any legal costs or expenses so incurred by the Strata Corporation arising out of an owner’s breach of the bylaws or the *Strata Property Act* may be charged to that owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the legal costs or expenses are incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of payment of the monthly assessment.
- (4) Owners, tenants, occupants and visitors are required to comply with the House rules (If any) as distributed to owners and residents when published and or amended
- (5) The Strata Council may fine the owner of a strata lot if a person who was admitted to the premises by the owner, tenant, occupant, or visitor to the strata lot; or is a tenant, occupant or visitor of the strata lot contravenes a bylaw or rule.

37. Small Claims, Forced Sale, and Civil Resolution Tribunal Actions

- (1) The Strata Council may 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.
- (2) The Strata Council may 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 expend funds from the contingency reserve fund on the legal fees necessary to conduct the proceedings.

- (3) The Strata Council may commence and prosecute a forced sale action against any owner who is in arrears of strata fees or special levies, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may expend funds from the contingency reserve fund on the legal fees necessary to conduct the proceedings.

Division 5 – Annual and Special General Meetings

38. Person to Chair Meeting

- (1) Annual and Special General Meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

39. Quorum for Adjourned Meeting

- (1) Pursuant to Section 48 of the *Strata Property Act*, the quorum for all Special and Annual General Meetings shall be ONE THIRD (1/3) of the eligible owners.
- (2) Notwithstanding section 48(3) of the Act, if within ½ hour for 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 will stand adjourned for a further ½ hour from the time appointed and, if within one hour from the time appointed a quorum is not present for the meeting, the eligible voters present or by proxy shall constitute a quorum.

40. 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) Person 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.

41. 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:
 - (a) 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
 - (b) if neither the president nor the vice president of the council casts a second deciding vote, the chair elected in accordance with subsection 38(3) may break the tie by casting a second, deciding vote, but only if that person is also an eligible voter.
- (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 a majority vote.
- (7) If the Strata Corporation is entitled to register a lien against a Strata Lot under section 116(1) of the *Strata Property Act*, then the vote for that Strata Lot shall not be exercised at any annual or special general meeting, except on matters requiring a 80% vote or unanimous vote.
- (8) The election of each Strata Council member must be voted on, and to be elected each council member must be elected by a majority of votes cast. Strata Council members are not to be elected by acclamation.

42. Order of Business

- (1) The order of business at annual and special general meetings is as follows:
 - (a) Certify proxies and corporate representatives and issues 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 decision 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 give 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

43. Voluntary Dispute Resolution

- (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if;
 - (a) All the parties to the dispute consent, and
 - (b) The dispute involves the 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

44. When Selling a Strata Lot

- (1) Sale signage may not exceed a maximum six of six (6) square feet for a standard Real Estate sale sign. All Real Estate signs must be removed within one (1) week of subject removals.
- (2) An owner or their representative may not compromise the security of the building when showing property or conducting an open house by leaving open, ajar, or unlocked common property doors. Prospective purchasers must be escorted through the building to the strata lot.
- (3) No lock boxes shall be placed on any strata lot without the express written consent of the Strata Council. The placement of a lock box is to be approved by the Strata Council.

- (4) The owner of a strata lot shall remove their goods and objects from the common property immediately upon the completion of a sale of the strata lot, unless permission is granted in writing by the Strata Council to the contrary. Any goods or objects not so removed may be removed by the Strata Council and sold; any cost incurred thereby may be recovered from the owner or may be deducted from the proceeds of the sale by the Strata Council.
- (5) The Strata Corporation or its agent shall charge a fee for the preparation of any Information Certificate (Form B) and for the preparation of a Certificate of Payment (Form F). These fees may be subject to G.S.T.

Division 8 – Rental and Care – Taking Restrictions

45. Rental Restrictions

- (1) The number of strata lots that may be rented, or leased, is limited to THREE (3) strata lots.
- (2) Pursuant to section 141(2)(b)(ii) of the *Strata Property Act*, the maximum period of time that a strata lot may be rented, or leased is FOUR (4) YEARS
- (3) An owner wishing to rent or lease a strata lot must apply in writing to the strata council for permission to rent or lease.
- (4) The council will keep a list of owners who wish to rent their strata lot and the priority of their application. If the number of strata lots rented or leased at the time an owner applies for permission to lease has reached the limit stated in subsection (1), excluding exempt strata lots pursuant to ss. 142, 143 and 144 of the *Strata Property Act*, the council must refuse permission and notify the owner in writing, as soon as possible stating that the limit has been reached or exceeded and place the owner of the strata lot on a waiting list to be administered by the council. The council shall grant approvals on a first come basis in the order of the date such applications are received by the council. An owner whose permission to rent or lease has terminated in accordance with subsection (6) below and who wishes to reapply for permission shall be placed at the back of the waiting list and the first owner on the waiting list shall then be granted permission to rent.
- (5) An owner who has received permission to rent or lease a strata lot must exercise the permission within TWO (2) months from the date that the strata council granted the permission, otherwise the permission expires. During the TWO (2) months immediately following the grant of permission, the strata lot will be deemed leased or rented for the purposes of the limit stated in subsection (1).
- (6) Once an owner has received and exercised permission to rent or lease their strata lot, that owner, or a subsequent owner of the strata lot may continue to lease his or her strata lot until the earlier of:

- (a) The date the first permitted tenancy expires or terminates;
 - (b) the date the strata lot owner, or a Family Member of the strata lot owner moves into and resides in the strata lot;
 - (c) the permission to rent terminates pursuant to subsection (5) above; or
 - (d) the FOUR (4) year rental or lease period expires.
- (7) An owner shall not permit their tenants to sublet their strata lot.
- (8) This rental restriction bylaw does not apply to prevent the rental or lease of a strata lot to an Owner's Family Members;
- (a) For the purposes of this bylaw Family Member has the meaning set out in the *Strata Property Act* and *Strata Property Regulations*, namely:
 - (i) "Family" or "Family Member" means a spouse of the owner, a parent or child of the owner, or a parent or child of the spouse of the owner.
 - (ii) "Spouse of the Owner" includes an individual who has lived and cohabited with the owner, for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.
- (9) An owner who wishes to lease or rent his Strata Lot pursuant to a hardship exemption pursuant to section 144 of the *Strata Property Act* shall:
- (a) apply in writing to the Strata Corporation for permission to lease or rent pursuant to a hardship exemption and the application shall include the following:
 - (i) the reason the owner thinks an exemption should be made and whether the owner wishes a hearing;
 - (ii) the proposed term of the lease or rental, including the commencement date as well as the termination date, if any, of the lease or rental; and,
 - (iii) any other information or documents shall be provided as may reasonably be requested by the Strata Council;
- (10) If the owner requests a hearing, then the Strata Corporation shall:
- (a) hear the owner or the owner's agent within FOUR (4) weeks after the date the application is given to the Strata Corporation; and
 - (b) provide its written decision within ONE (1) week of the hearing;
- (11) If the owner does not request a hearing, then the Strata Corporation shall provide its written decision within TWO (2) weeks of the receipt of the application.
- (12) An application for an exemption shall be allowed if the Strata Corporation does not give its written decision to the owner in the times specified by subsections (10)(b) and (11) above.

- (13) Any owner who rents his or her strata lot in contravention of the limitations contained in these bylaws is subject to one or more of the following actions:
 - (a) The council taking all necessary steps to end the tenancy agreement on behalf of the strata lot Owner;
 - (b) At the discretion of the council levying a fine in an amount not to exceed \$500.00 for each 7 day period the strata lot is rented in contravention of this bylaw 45;
 - (c) Seek such relief from any court of competent jurisdiction with regard to the enforcement of these bylaws, including but not limited to any injunction to prevent the continued renting of the strata lot.
- (14) Despite this rental restriction bylaw, housesitting (which is defined as a situation where the owner pays a person to look after their strata lot or allows a person to reside in their strata lot to look after it in their absence where no compensation flows from the person to the owner) for a period of more than 2 weeks and not longer than four (4) months shall be allowed under the following conditions:
- (15) The owner is to ensure that a copy of the Strata Bylaws, rules and regulations are available for the house sitter to abide by.
- (16) The owner must submit a signed Notice of Tenant's Responsibility (Form K) to the strata council and/or Property Manager, a minimum of two (2) weeks prior to house sitter's occupancy of suite.
- (17) No furniture is to be moved into or out of the Strata Lot during the house sitter's occupancy of premise.

45.1 Prohibition against Use as Transient Accommodation

- (1) The Strata Corporation is zoned by the City of Victoria as R-29. Under the R – 29 zoning The following principal uses and no others are permitted:
 - (a) single family dwellings and customary accessory uses, including home occupations and accessory buildings as permitted for single family dwellings by the provisions of the R1-B Zone, Single Family Dwelling District (Part 1.2), subject to the regulations applicable to that Zone, but excluding conversions;
 - (b) two family dwellings and accessory buildings and home occupations as permitted for two family dwellings by the provisions of the R-2 Zone, Two Family Dwelling District (Part 2.1), subject to the regulations applicable to that Zone, but excluding conversions;
 - (c) subject to the regulations in this Part, college fraternity buildings;
 - (d) subject to the regulations contained in the R-2 Zone, Two Family Dwelling District (Part 2.1), churches, public buildings, public schools, private schools, and hospitals;
 - (e) subject to the regulations in this Part, rest homes – Class A and rest homes – Class B;

- (f) subject to the regulations in this Part, multiple dwellings and multiple dwelling accessory uses.;
- (2) The R-29 does not permit the use of strata lots as transient accommodation.
- (3) Owners, occupants and tenants may not:
 - (a) rent, let, or provide a license of occupancy to all or part of their strata lot for use as transient, tourist, hotel, motel accommodation, bed and breakfast or for the accommodation or housing of the transient, travelling, or vacationing public, in exchange for monetary compensation;
 - (b) market, list, offer or advertise all or part of their strata lot as being available for any of the uses set out in subsection (3)(a) above.
- (4) For the purposes of this bylaw: owners, tenants and occupants will be deemed to be using their strata lot as transient, tourist, hotel, motel accommodation, or for the accommodation or housing of the transient, travelling, or vacationing public if they rent, lease, or provide a license of occupancy to all or part of their strata lot, in exchange for monetary compensation, to any person to reside in or occupy a strata lot for less than one month.
- (5) Where an owner, occupant or tenant contravenes section (3)(a) or (3)(b) above the owner will subject to a fine of up to \$200.00 for each contravention.

Division 9 – General

46. General Bylaws

- (1) An owner, tenant, occupant or visitor shall not interfere with the work of or reprimand or give direction to any employee of the Strata Corporation or any independent contractor employed by the Strata Corporation. Any complaints concerning the conduct of employees or contractors employed by the strata corporation are to be given in writing to the Strata Council.
- (2) An Owner, Tenant, Occupant or Visitor shall be solely responsible for the action of their guests and visitors and in particular, be responsible for supervising children in or about the common property.

47. Prohibition against Growing or Smoking Marijuana

- (1) Due to the availability of marijuana in consumable formats such as oil, edibles and butter, and the Supreme Court of Canada's decision decriminalizing ingestible medical marijuana in *R. v. Smith*, 2015 SCC 34, and the ruling of the Civil Resolution Tribunal in *The Owners, Strata Plan LMS 2900 v. Mathew Hardy*, 2016 CRTBC 1:
 - (a) the growing of marijuana by anyone in a strata lot or on the common property is prohibited.

- (b) the smoking of marijuana by anyone in a strata lot or on the common property is prohibited. This prohibition even applies to 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.
 - (c) the Strata Council may not grant a Human Rights based exemption permitting the smoking of marijuana or marijuana based products to any person unless the Strata Council is satisfied based on evidence that the applicant cannot reasonably obtain, ingest, or consume medical marijuana in any other format other than smoking.
- (2) The prohibitions in subsection (1) above applies to all persons, even those persons who possess a valid authorization to possess marijuana issued pursuant to the Marijuana Medical Access Regulations, under the Canada Controlled Drugs and Substances Act.
- (3) Owners who are granted a medically based exemption to smoke medical marijuana in their strata lot must:
- (a) Not cause a nuisance or unreasonable interfere with the right of other persons to use and enjoy their strata lots;
 - (b) make all reasonable attempts to seal their strata lot to prevent the smoke or odor from escaping their strata lot; and
 - (c) use an air purifier when smoking.

Division 10 – Severability

48. Severability

- (1) It is specifically acknowledged that each section, subsection and paragraph of these bylaws shall be treated as a separate part thereof and should any part be held by an Arbitrator or Court of competent jurisdiction to be unenforceable, then such section, subsection or paragraph shall be deemed to be severable and the remaining parts of the bylaw or bylaws shall remain in force and effect.