

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.

Johnathan Justin Hanson PFLA1B	Digitally signed by Johnathan Justin Hanson PFLA1B Date: 2017.05.05 12:37:00 -07'00'
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- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. CONTACT: (Name, address, phone number)

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

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

The Owners, Strata Plan VIS 1214 certify that the following resolutions and attached bylaws were approved by resolutions passed in accordance with section 128 of the *Strata Property Act* at the Special General Meeting held on March 24, 2017:

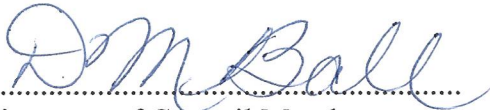
Resolutions for Adoption of Bylaws in VIS 1214

1. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 1214 that the registered bylaws of the Strata Corporation be amended by making the changes to the existing bylaws pertaining to the administration of the Strata Corporation, the Timing of the Annual General Meeting, the Fiscal Year, payment of strata fees, special levies, interest thereon, and late fees, as shown in **Bylaws # 1 to 4** in the attached schedule of bylaws.
2. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 1214 that the registered bylaws of the Strata Corporation be amended by making the changes to the existing bylaws pertaining to Owner / Occupant / Tenant Identity, Postal Boxes and Storage Lockers, as shown in **Bylaws # 5 to 7** in the attached schedule of bylaws.
3. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 1214 that the registered bylaws of the Strata Corporation be amended by repealing all existing bylaws pertaining to insurance and risk allocation, and adopting **Bylaws # 8 and 9**, as shown the attached schedule of bylaws.
4. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 1214 that the registered bylaws of the Strata Corporation be amended by repealing all existing bylaws pertaining to entry to strata lots, and adopting **Bylaws # 10**, as shown the attached schedule of bylaws
5. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 1214 that the registered bylaws of the Strata Corporation be amended by making the changes to the existing bylaws pertaining to the Repair and Maintenance of Property, as shown in **Bylaws #11 and 12**, in the attached schedule of bylaws.
6. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 1214 that the registered bylaws of the Strata Corporation be amended by making the changes to the existing bylaws pertaining to alterations of strata lots and common property, and Indemnity and Alteration Agreements as shown in **Bylaws 13.1 and 13.2** in the attached schedule of bylaws.
7. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 1214 that the registered bylaws of the Strata Corporation be amended by making the

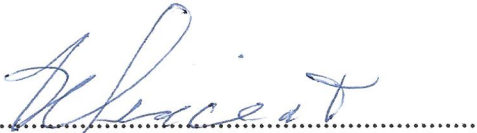
changes to the Use of Property bylaws as shown in **Bylaw # 14**, as shown in the attached schedule of bylaws.

8. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 1214 that the registered bylaws of the Strata Corporation be amended by making the changes to the age restrictions bylaw as shown in **Bylaw # 15** in the attached schedule of bylaws.
9. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 1214 that the registered bylaws of the Strata Corporation be amended by making the changes to the pet restrictions bylaw as shown in **Bylaw # 16** in the attached schedule of bylaws.
10. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 1214 that the registered bylaws of the Strata Corporation be amended by repealing the existing Rental Restriction Bylaw as shown in **Bylaw # 17** and by adopting a bylaw banning the use of strata lots as transient accommodation as shown in **Bylaw # 17.1** in the attached schedule of bylaws, with the effect of the repeal of the existing rental restriction bylaw being delayed until:
 - a. In the case of a rented strata lot, one year after a tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy it as a tenant, and
 - b. All other strata lots, one year after the bylaw is passed
11. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 1214 that the registered bylaws of the Strata Corporation be amended by replacing all existing bylaws pertaining to council size, members, eligibility, terms, election removal and replacement of members, officers, calling or requisitioning council meetings, quorum of council, holding council meetings, voting at council meetings, informing owners of council minutes, delegation of council powers, conflict of interest, and council spending restrictions and liability, with the bylaws shown in **Division 4, Bylaws #18 to 31** in the attached schedule of bylaws.
12. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 1214 that the registered bylaws of the Strata Corporation be amended by replacing all existing bylaws pertaining to the enforcement of bylaws, maximum fines, small claims action, continuing contraventions, and owners' liability for legal costs, with the bylaws shown in **Division 5 – Bylaws 32 to 34** in the attached schedule of bylaws.
13. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 1214 that the registered bylaws of the Strata Corporation be amended by replacing all existing bylaws pertaining to Annual and Special General Meetings, and Voluntary Dispute Resolution, with the bylaws shown in **Divisions 6 and 7 – Bylaws 35 to 40** in the attached schedule of bylaws.

14. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 1214 that the registered bylaws of the Strata Corporation be amended by replacing all existing bylaws pertaining to Moving, with the bylaws shown in **Bylaw # 42** in the attached schedule of bylaws.
15. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 1214 that the registered bylaws of the Strata Corporation be amended repealing all existing bylaws pertaining to parking of motor vehicles and adopting **Bylaw # 44** and adopting a new **Bylaw # 44.1** pertaining to the storage of electric scooters, both as shown in the attached schedule of bylaws.
16. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 1214 that the registered bylaws of the Strata Corporation be amended by making the changes to Division 10 including but not limited to the existing bylaws pertaining to Privacy, Security and Severability as shown in **Division 10 - Bylaws 46 to 47** in the attached schedule of bylaws.
17. BE IT RESOLVED by a $\frac{3}{4}$ vote of THE OWNERS OF STRATA PLAN VIS 1214 that the registered bylaws of the Strata Corporation be amended by adopting all of the bylaws passed at today's meeting, renumbering and making non-substantive ancillary changes as required, and by filing a new consolidated copy of the bylaws in the Land Title Office which shall be deemed to be the bylaws of the strata corporation.



.....
Signature of Council Member



.....
Signature of Second Council Member

Strata Plan VIS 1214

1560 Hillside Avenue



Bylaws

Adopted March 24, 2017

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Division 1 – Administration of Strata Corporation and Common Property

1. Administration

- (1) Subject to the *Strata Property Act*, the Strata Council in exercising the powers and duties of the Strata Corporation, shall be responsible for the enforcement of its Bylaws and the control, management and administration of its common property, common facilities and its assets.
- (2) Any approval or disapproval given under these Bylaws by the Strata Council must be communicated in writing.
- (3) All suggestions to, applications to, complaints to and requests of the Strata Council and complaints must be submitted to the council in writing and may be mailed or placed through the letter slot in the Strata Council office on the 1st floor, or mailed or delivered to the Strata Corporation's property manager.

2. Annual Meeting

- (1) The Annual General Meeting shall be held no later than the last day of February in each calendar year.

3. Fiscal Year

- (1) The fiscal year for Strata Plan #1214 shall be March 1st to the last day of February in each calendar year.

4. Payment of strata fees

- (1) Owners must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Owners must provide post-dated cheques, or authorize electronic debit, for payment of their monthly assessments to the Treasurer or Strata Property Manager annually.
- (3) A charge of up to \$50.00 shall be made against an owner for any N.S.F. cheque issued by that owner.
- (4) The Strata Corporation may charge interest at the rate of TEN (10%) percent per annum compounded annually, on all late monthly assessments, special levies and user fees. Such interest shall be deemed to be part of unpaid strata fees and special levies for the purposes of Section 116 of the *Strata Property Act*.
- (5) 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 or Section with respect to an owner's liability for payment of the Strata Corporation's deductible or other uninsured 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.

5. Owner / Occupant / Tenant Identity

- (1) Within TWO (2) weeks of becoming an owner, an owner must inform the strata corporation of the owner's/resident's name, strata lot number, phone number, mailing address outside the strata plan, if any, to the Strata Council or Property Manager. The owner must promptly provide written notification to the strata corporation of any changes to this information. Owners and tenants may provide an email address for receiving notices from the Strata Corporation.
- (2) On request by the Strata Corporation, any owner, occupant, or tenant must inform the Strata Corporation of his or her name and in which strata lot they are residing.
- (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.

6. Postal Boxes

- (1) The Strata Corporation will allocate a common property post box to each strata lot and will identify the post box by imprinting on it the suite number in a low luster black 3/8 inch label.
- (2) The Strata Corporation will be responsible for keeping current the suite numbers on these boxes.
- (3) Owners, occupants and tenants will be responsible for the keys to the post box allocated to their strata lot.
- (4) The Strata Corporation must repair and maintain the post boxes.

7. Storage Lockers

- (1) The Strata Corporation will allocate one common property storage locker to each strata lot allocated to each strata lot. The Strata Corporation may reallocate a storage locker upon the sale of a strata lot, or upon reasonable notice to the owner of the strata lot it is currently allocated to.
- (2) Owners, occupants and tenants may apply for an on-floor locker by having their names placed on an application list. The one-bedroom units #201, #301 and #401, each have their own on-floor storage lockers which are part of their strata lot and cannot be re-assigned.
- (3) Owners, occupants and tenants will be responsible for personal belongings left in storage areas.
- (4) Locker rooms are provided with automatic sprinkler systems. Anything that may interfere with their operation should not be placed in the locker. Owners, occupants and tenants may not stack items within eighteen (18) inches of the sprinkler pipe.

8. Insurance

- (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every two years for the purposes of determining full replacement value pursuant to section 149(4)(a) of the *Strata Property Act*.
- (2) For purposes of section 149 of the *Strata Property Act*, the Strata Corporation shall obtain adequate insurance on an annual basis to cover:
 - (a) building, common facilities and insurable improvements owned by the Strata Corporation to their replacement value against fire;
 - (b) liability insurance for a minimum amount of \$2,000,000.00 to insure the Strata Corporation against liability for property damage and bodily injury;
 - (c) The Strata Corporation shall obtain and maintain "Officers & Directors and Volunteers" liability insurance in a minimum amount of \$2,000,000.00 for council members during their term of office and volunteers, while exercising any and all of the powers and duties conferred on them;
 - (d) Other perils including:
 - (i) earthquake insurance; and,
 - (ii) Director's and Officer's Liability Insurance for a minimum amount of \$2,000,000.00 or such lesser amount as may be available.
- (3) 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).
- (4) 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.

9. Insurance Deductible and Risk Allocation

- (1) 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.
- (2) 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:
 - (a) that owner is responsible for the loss or damage; or
 - (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
 - (i) that owner; or,
 - (ii) any member of the owner's family; or,
 - (iii) the owner's guests, employees, contractors, agents, tenants, volunteers, or their service animals,but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner.
- (3) 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.
- (4) 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 or fixture located in the owner's strata lot including, but not limited to the following:
 - (i.) dishwasher;
 - (ii.) refrigerator with ice/water dispensing capabilities;
 - (iii.) garburator;
 - (iv.) washing machine;
 - (v.) toilet, sink, bathtub and/or shower;
 - (vi.) air conditioner;
 - (vii.) fish tank;
 - (viii.) fireplace;
 - (ix.) plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner; or,
 - (x.) 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.
- (5) 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, 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.

- (6) 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.
- (7) Owners must 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.
- (8) Owners must provide proof the insurance policy set out in subsection (7) above, to the Strata Council by no later than the last day of February of each calendar year.
- (9) 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.

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, 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 Strata Property 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 (1) (b) and(c) must include the date and approximate time of entry, or range of time for entry, and the reason for entry.
- (3) For the purpose of Bylaw 10(1)(a):
 - a. an emergency is limited to:
 - 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 is 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.

Division 2 – Repair / Maintenance and Alterations

11. 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 or other law.
- (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 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,

or windows or doors, which were constructed, installed or replaced 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.

- (4) An owner must promptly carry out all work that may be ordered by any competent 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 work order, fails to do the required work, the strata corporation may do the required work and invoice the owner for it.

12. 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
 - (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) 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, or windows or doors, which were constructed, installed or replaced by them or a previous owner of their strata lot, 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.

13.1 Alterations to a strata lot or common property

- (1) 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, 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. construction or removal of interior walls;
- j. common property, including limited common property; and,
- k. common assets.

an owner must first:

- a. obtain the written consent of the Strata Council authorizing the alteration;
 - b. execute an Indemnity & Alteration Agreement in a form satisfactory to the Strata Corporation;
 - c. obtain owner approval at a general meeting to 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,
 - d. satisfy the conditions or agree to satisfy the conditions attached to the grant of permission by the Strata Council.
- (2) 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.
- (3) An owner/resident must not replace the existing floor with any other material including carpet without the prior written consent from strata council. Such approvals shall include the current specification requirements for soundproofing quality underlay.

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.

Conditions for Approval

- (6) The Strata Council may impose any one or more of the following conditions on a Strata lot owner approved for the alteration:
- a. submit a detailed plan outlining the scope of work including technical drawings for any structural, electrical, heating and plumbing alterations;
 - b. enter into an indemnity and alteration agreement in a form satisfactory to the strata corporation;
 - c. ensure that upon sale of the owner's strata lot the purchaser will, in writing, assume the obligations of the owner pursuant to the alteration agreement, and as a condition of closing provide the strata corporation with a copy of the executed assumption of the alteration agreement prior to closing;
 - d. indemnify the strata corporation and its council members and authorized agents and save them harmless from and against:
 - i. any and all costs, expenses, actions, claims or liability of whatever kind related to the alteration process and/or work including legal costs as between a solicitor and his or her own client; and,
 - ii. any damages to the strata lot or common property related to defects in the design and construction of the alteration or the failure to repair or maintain the alteration, including legal costs as between a solicitor and his or her own client;
 - e. employ, at the owner's expense, a qualified architect, 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; and,
 - f. employ a hazardous materials specialist to inspect, report, and remediate any necessary materials in the strata lot or common property;
 - g. employ qualified/licensed contractor(s) registered with WorkSafeBC to perform all work in a professional manner with minimum interference with other strata lot owners;
 - h. ensure that all contractor(s) hold at least two million dollars liability insurance;
 - i. provide the strata corporation with valid building permits or other permits required for the submitted alteration and upon completion of the alteration the final inspection report;
 - j. assume responsibility for all future expenses for repairs, maintenance, insurance, replacement and legal costs related to the alteration;
 - k. provide the strata corporation with 72 hours' notice for any plumbing, heating or telecommunication wiring alteration that requires disruption of service to the building. The strata corporation's preferred contractor shall be utilized for plumbing and heating shut off activities. The strata owner will be responsible for all costs;

- l. ensure that all contractor(s) are aware of the bylaw and rules governing the alteration;
- m. provide any other document, information or inspection of the alteration work that the strata corporation may reasonably require;
- n. ensure that an alteration that involves the increasing or decreasing the habitable area of a strata lot must comply with section 70(4) of the Act;
- o. for Alterations deemed by the strata council, to constitute a significant change in the use or appearance of common property to obtain a three- quarter (3/4) vote of owners pursuant to section 71 of the Act; and
- p. any other conditions reasonably required in the opinion of the Strata Council given the nature of the proposed Alteration.

Flooring Requirements

- (1) 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 installing 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.
- (2) 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.
- (3) 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.

Alterations Installed Without Permission

- (7) If an Alteration has been installed or constructed 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.
- (8) 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*.
- (9) If the Strata Council does retroactively approve the Unauthorized Alteration, then such approval must be in compliance with these bylaws.
- (10) 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) (b) 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.

13.2 Indemnity & Alteration Agreement

- (1) The Strata Corporation wishes to standardize the Indemnity & Alteration Agreement (the "Standard Indemnity & Alteration Agreement") by registering same as part of these Consolidated Bylaws and to create a registration system for alterations to strata lots and common property.
- (2) The Standard Indemnity & Alteration Agreement may be modified or amended from time to time in the sole and absolute discretion of the strata council and such amendments shall have the full force and effect under law even though the amendments are not registered in the Victoria Land Title Office.
- (3) An owner, tenant or prospective purchaser should contact the Strata Corporation to verify the terms and conditions of an Indemnity & Alteration Agreement applicable to a particular Strata Lot.
- (4) Each affected person is obligated to investigate the terms and conditions applicable to each Indemnity & Alteration Agreement and to satisfy himself or herself. The Strata Corporation is not responsible for any claim, action, loss, damages, costs or expenses associated with or arising out of the interpretation of the said Agreement or statements or representations regarding the content of such an Agreement.

Division 3 – Restrictions On Use

14. 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 another person or other persons to use and enjoy the common property, common assets or another strata lot,
 - d. is illegal;
 - e. is contrary to any rule, regulation, ordinance or bylaw of any Federal, Provincial or Municipal Government,
 - f. 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, or
 - g. is injurious to the reputation of the Strata Corporation.
- (2) An owner, tenant, occupant or visitor must not make sustained noise that is audible in another Strata lot between the hours of 11:00 pm and 8:00 am and must not use any of the following between those hours:
- a. Garburators;
 - b. Vacuum cleaners;
 - c. Washers;
 - d. Dryers;
 - e. Exercise Equipment;
 - f. Power Tools;
 - g. Musical instruments;
 - h. Sound amplification devices; or
 - i. Coffee grinders or any other kind of food processor, grinder or blender
- (3) An owner, tenant, occupant or visitor must:
- a. only use their strata lots for residential purposes and as a single family dwelling;
 - b. 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;
 - c. 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*;
 - d. not do, or permit anything to be done which will increase the risk of fire, or the rate of fire insurance premiums on the building, or breach any fire law, order or regulation.
 - e. Not deposit or place Flammable materials and combustible liquids in the garbage chutes.
 - f. Not store in or about their Strata Lot, storage lockers or other areas of the common property any inflammable, explosive, hazardous or offensive materials.
 - g. Not bring into or keep a natural Christmas tree in, their strata lot.
 - h. Store firewood in a sealed plastic bag or closed container to prevent the spread of spiders and insects in the strata lot or storage locker.
 - i. Not store Firewood and presto logs on open balconies and patios unless said firewood or presto logs are stored in a container that blends in with the outdoor furniture or flower boxes.
 - j. Not chop or process firewood in a strata lot on the balconies, patios or common property.

- k. Not use waterbeds or any other water filled furniture or aquariums without the written consent of the Strata Council and proof of appropriate insurance against leakage.
- l. Not use barbecues and other cooking devices on balconies or the common property.
- m. Store bicycles in the area designated by the Strata Council in the underground parking garage.
- n. Not bring bicycles into any area of the building other than the parking garage.

Use of Balconies

- (3) Owners, occupants, tenants and visitors must abide by the following bylaws with respect to the use of balconies:
 - a. Flower boxes, planters, ornaments and all other similar items shall not be placed or stored on balcony railings.
 - b. Garden furniture, flower boxes and plants shall be permitted on the open balconies and patios.
 - c. Indoor, furniture, trunks, freezers, boxes, etc. shall not be kept on open balconies and patios.
 - d. Clothing, laundry and other items shall not be hung over balcony railings.
 - e. Debris shall not be thrown and/or swept over the sides of balconies.
 - f. Rugs, mops, tablecloths and dust cloths shall not be shaken from balconies, patios or windows.

Fireplaces and their Use

- (4) Owners, tenants and occupants shall not install any airtight stove, fireplace insert or similar appliance in their fireplace.
- (5) Notwithstanding (1) above, owners, tenants and occupants may install electric fireplace inserts in the existing fireplace.
- (6) Owners, tenants and occupants shall be responsible for the operation and use of their fireplace and shall use the same only for burning wood. Paper or refuse of any kind shall not be burned.

15. Age Restriction

- (1) No person under the age of FIFTY (50) years shall reside in or occupy a strata lot for more than THIRTY DAYS (30) in any calendar year.
- (2) For the purpose of this bylaw, a person shall be deemed to be residing in or occupying a strata lot if they sleep in the strata lot.

16. Pet Restrictions

- (1) Owners, tenants and occupants shall not keep any pets of any kind in or about their Strata lot or the common property, nor permit visitors to bring pets of any kind into the building or the common property.

- (2) The above restriction will not apply to the service and guide dogs licensed or certified pursuant to the *Guide Dog and Service Dog Act*.
- (3) Owners, occupants, tenants and their visitors must not feed birds and animals from their strata lots, balconies, patios or the common property.

17. Rental Restrictions

- (1) Aside from any strata lots that are leased or rented due to hardship exemptions or to family members in accordance with the Strata Property Act, no strata lot, or portion of a strata lot in the strata corporation may be rented, leased or occupied through a license of occupancy of any sort by a person who is not a Family Member of the registered owner, in the absence of a registered owner or a Family Member of the registered owner.
- (2) This rental restriction bylaw does not apply to prevent an owner from licensing or letting their strata lot to a person or persons other than family members for between 1 and 6 months in any calendar year. For clarity this bylaw exemption is intended to permit strata lot owners to participate in house exchanges, or to permit owners to arrange for house sitting in their absence. For the purposes of this exemption, the licensing or letting of a strata lot shall not include situations where the occupants of the strata lot are occupying it under a Residential Tenancy Agreement or for the provision of transient accommodation.
- (3) This rental restriction bylaw does not apply to prevent the rental of a Strata Lot to a member of the owner's family.
 - (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.
- (4) 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) 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;
- (b) If the owner requests a hearing, then the Strata Corporation shall:
 - (i) hear the owner or the owner's agent within 4 weeks after the date the application is given to the Strata Corporation; and
 - (ii) provide its written decision within one week of the hearing;
- (c) If the owner does not request a hearing, then the Strata Corporation shall provide its written decision within two weeks of the receipt of the application.
- (d) 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 4(b) and 4(c) above.
- (5) Any occupant or tenant permitted under sub-sections (2) to (4) above must also comply with the Strata Corporation's age restriction bylaw.
- (6) Where an owner leases a strata lot in contravention of this rental restriction bylaw, the owner is subject to a fine of \$500.00 for each seven (7) day period that the Strata Lot is rented in contravention of these Bylaws, and the strata corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation to enforce the rental restriction bylaws shall be the responsibility of the contravening owner and recoverable from the owner on a solicitor and own client basis by the strata corporation.

17.1 Prohibition against Use as Transient Accommodation

- (1) Owners, occupants and tenants may not use their strata lots for any other purpose than as a single family residence, and may not rent, let, or provide a license of occupancy to their strata lot for use as transient, tourist, hotel, motel accommodation, or for the accommodation or housing of the transient, travelling, or vacationing public, in exchange for monetary compensation. 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 their strata lot in exchange for monetary compensation for any period of under one (1) month.
- (2) Where an owner, occupant or tenant rents, lets, lease or provides a license of occupancy to their strata lot as transient, tourist, hotel, motel accommodation, or for the accommodation or housing of the transient, travelling, or vacationing public in contravention of this bylaw, the owner will subject to a fine of up to \$200.00 for each day the Strata Lot is so rented, let, leased or licensed.

Division 4 – Council

18. Council size and Eligibility

- (1) The council must have at least three (3) and not more than seven (7) members.
- (2) 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.
- (3) 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*.
- (4) If a council member is unable to continue to be on council pursuant to Bylaw 18(5), then that council member is deemed to have resigned for the purposes of these bylaws and the remaining members of the council may replace that member pursuant to Bylaw 21.
- (5) For the purpose of Bylaws 21 and 25 the size of the Strata Council shall be set at the number of Strata Council members elected at the annual general meeting.

19. 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.

20. Removing council member

- (1) Unless all the owners are on the council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

21. Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of two 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 two or more months, persons holding at least 20% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the *Strata Property Act*, the regulations and the bylaws respecting the calling and holding of meetings.

22. 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 two or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

23. 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.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

24. 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.

25. 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.

26. Council meetings

- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - a. bylaw or rule contravention or alleged 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, 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 the course of 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 26(4) or strata council hearings granted under bylaw 24. An exemption to this bylaw may be granted if all parties consent to the recording of the meeting prior to its commencement.

27. Voting at council meetings

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only two strata lots in the strata plan, 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.

28. Council to inform owners of minutes

- (1) The council must inform owners of the minutes of all council meetings within two 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 26(4) shall not reveal any personal information about an identifiable individual including the individual's strata lot number or unit number.

29. 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, or
 - 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.

30. 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) If a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the Strata Corporation may only make the expenditure in accordance with this bylaw.
- (3) Subject to subsection 98 (2) of the *Strata Property Act*, the expenditure may be made out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is less than 5% of the annual operating budget.

- (4) Despite subsections (1) and (3) above, 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, whether physical or otherwise.

31. Limitation on liability of council member or volunteer

- (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 or Volunteer'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.

Division 5 -- Enforcement of Bylaws and Rules

32. Enforcement Options

- (1) The Strata Corporation may:
 - a. fine an owner a maximum of:
 - (1) 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
 - (2) up to FIFTY DOLLARS (\$50), at the discretion of the Strata Council, for each contravention of a rule.
 - (3) 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:
 - (1) doing work on or to a strata lot, the common property or common assets, and,
 - (2) 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.

33. Small Claims and Forced Sale 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 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.
- (3) 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.

34. Full Indemnity Legal Costs

- (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 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.

Division 6 -- Annual and Special General Meetings

35. 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 people who are present at the meeting.

36. 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.

37. 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, then:
 - 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 35(3) may break the tie by casting a second, deciding vote, but only if that person is also an eligible voter.
- (6) Annual and special general meetings may be attended by electronic means, so long as the method permits all persons participating in the meeting to communicate with each other during the meeting.
- (7) A person who attends a meeting as provided in subsection (6) is deemed to be present in person at the meeting.
- (8) 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 unanimous vote.
- (9) 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.

38. 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 *Strata Property Act*, if the meeting is an annual general meeting;
 - k. approve the budget for the coming year in accordance with section 103 of the *Strata Property 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 *Strata Property Act*;
 - m. elect a council, if the meeting is an annual general meeting;
 - n. terminate the meeting.

39. Quorum at Special and Annual General Meetings

- (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 15 minutes from the time appointed for an annual or special general meeting a quorum is not present the meeting shall stand adjourned for a further 15 minutes from the time appointed and, if at that time a quorum is still not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

Division 7 — Voluntary Dispute Resolution

40. 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 8 – Signs, Decorations, Moving and Sales of Strata Lots

41. Sales of Strata Lots

- (1) Owner(s) and/or an owner's agent may only place, leave, install or display a sale sign on the "For Sale" Notice Board provided by, or in another location authorized in writing by, the Strata Corporation.
- (2) Owner(s) and/or their agent shall provide, at their expense, a coreplast or equivalent material sign for the "For Sale" Notice Board and such sign must:
 - a. be 4 X 24 inches
 - b. only specify unit number, agent's name, firm and phone number
 - c. be removed within 7 days of the sale of the Strata lot
- (3) Owner(s) and/or owner's agents may hold an open house only under conditions set by the Council which include the following:
 - a. Signs, arrows and other notices shall not be placed on the Strata lot or the common property without the Council's approval. All signs shall be removed immediately after the open house has ended.
 - b. At least one representative of the owner or the agent shall be present at all times during the open house.
 - c. The conduct of the open house shall not interfere in any way with the use of the common property by other owners, occupants or tenants.
 - d. Open houses may only be held only between the hours of 10:00 a.m. and 4:00 p.m.
 - e. Security must be maintained throughout the duration of the open house, and the Strata Corporation's entry doors must not be propped open.

42. Moving

- (1) Owners, occupants and tenants must complete the Information and Application Form for parking, bicycles storage and locker space and return it to the Strata Council within seven (7) days of moving into the building (See Schedule "B").
- (2) Before any move of furniture, appliances, construction material or other large objects into or out of the building, owners, tenants and occupants must:

- a. Provide a minimum of 48 hours written notice to the Property Management company or the caretaker.
 - b. Pay a refundable damage deposit of \$100 to the Strata Council.
 - c. Obtain the elevator keys from any member of the Strata Council.
 - d. Obtain and install the padded curtain in the elevator.
 - e. 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) Owners, tenants and occupants must:
- a. move of furniture, appliances, construction material or other large objects into or out of the building between the hours of 8:00 AM and 8:00 PM; and
 - b. Ensure that security is maintained and that the front door is not left open and unattended.
- (3) Following the completion of the move, owners, tenants, and occupants 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 any 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 moving in to or out of the building, 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.
- (6) If Strata Council determines that no damage was done during the move it must refund the damage deposit to the owner, occupant or tenant.

43. Signage and decorations

- (1) An owner, tenant or occupant of a residential strata lot shall not:
- a. erect or permit to be erected or to remain any signs, billboards, placards, advertising or any other fixture or fitting of any kind whatsoever external to any part of a Strata Lot or of the common property except as permitted under Federal and Provincial Election laws;
 - b. place anything on the Strata Notice boards.
- (2) Owners, occupants and tenants may only place, or display:
- a. Christmas decorations and lights on their patio or balcony during the months of December and January only; and
 - b. Flags on their patio or balcony during national holidays.

Division 9 -- Parking and Motor Vehicles

44. Parking

- (1) The parking garage is common property. The strata council shall assign one common property parking stall and one transmitter to each strata lot which shall remain the parking stall allocated for that strata lot as long as the owner owns the unit.
- (2) The strata council may rent or lease, at reasonable rates set by a rule of the Strata Council, one additional parking space and one additional remote transmitter, if available, to a strata lot owner.
- (3) All vehicles parking around the perimeter of the underground parkade must park with the front of the vehicle facing the wall.
- (4) Owners, occupants, tenants and visitors may only park one vehicle in each parking stall, save and except for motorcycles and scooters.
- (5) Owners, occupants, and tenants may not assign, rent, lease or trade their assigned parking stall without the express written consent of the Strata Council.
- (6) Owners, occupants, and tenants must keep their parking space clean and free of debris and oil drips.
- (7) Owners, occupants, and tenants may only park their vehicles in their assigned parking stall.
- (8) An owner, tenant, occupant may not use the visitor parking to park their motor vehicles.
- (9) An owner, tenant or occupant shall only permit his or her visitor or visitors to park in designated visitors' parking areas.
- (10) Vehicles must not be parked, left or stored in a visitor's parking stall overnight without the express written consent of the Strata Council.
- (11) Owners, tenants, occupants and their visitors must not park, place, or store the following on the common property:
 - a. an 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. a motorhome, camper trailer, recreational vehicle, trailer, truck larger than a ¾ ton pickup, camper, boat, or any waterborne 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;
 - d. a vehicle greater than 6' 4" in height; and,
 - e. personal property, of any kind, including without restricting the generality of the foregoing, any furniture lumber, crates, cardboard or similar materials.

- (12) An owner, tenant, occupant and their visitors shall not:
- a. conduct significant repairs, modifications, maintenance or servicing to a motor vehicle on common property;
 - b. park a vehicle on the common property in a manner which may compromise the safety or security of the residents of the complex or impede the ability of owners to access or egress the complex or their parking stalls;
 - c. park their vehicle in another owner's parking stall; or
 - d. exceed the speed limit of 15 kilometres per hour on the common property.
- (13) The Strata Council shall provide written notice of any violation of this bylaw to the vehicle owner by leaving the notice of violation on the vehicle, and if the infraction is not corrected within twenty-four (24) hours from the date of delivery of such notice, the Strata Council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw, fine the owner, or both.
- (14) 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.
- (15) In addition to the rights conferred by subsections (13) and (14) the Strata Council has the right to immediately tow any vehicle which is parked in violation of 44(12)(b) and (c).
- (16) 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 his own client, and any other reasonable costs.

44.1 Scooter Parking

- (1) Owners, occupants and tenants must not store or park their scooters in the hallways or entrance ways of the building.
- (2) Owners, occupants and tenants must apply to the Strata Corporation for permission to store or park their scooters on common property.
- (3) The Strata Council will:
 - (a) Designate an area to store the scooters;
 - (b) Set a user fee for storage and charging of scooter; and
 - (c) Grant permission to park, store or charge scooters subject to available space and on a first come first served basis.
- (4) Owners, occupants and tenants must pay a user fee to be set by the Strata Council to charge their scooter from the common electrical system.

Division 10 – Miscellaneous

45. Severability

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

46. Privacy

Application of Personal Information Protection Act (PIPA)

- (1) The Strata Corporation will adopt the provisions of PIPA, as amended from time to time, and the additional sections outlined below into these bylaws. The Strata Corporation must appoint a privacy officer.

Consent

- (2) It is understood that by enacting these bylaws, owners consent to the collection, use and disclosure of personal information by the Strata Corporation.

Delegation

- (3) The Strata Corporation may delegate its authority to collect, use and disclose personal information to another organization, such as a property management company, in order to manage Strata Corporation business.

Purposes for Collection, Use or Disclosure of Personal Information

- (4) The purpose for which the Strata Corporation will collect, use or disclose personal information include:
 - a. Identify and communicate with each Strata unit owner/and or tenants;
 - b. Process Strata fee payments;
 - c. Respond to emergencies;
 - d. Ensure the orderly management of the Strata Corporation;
 - e. Comply with legal requirements; and
 - f. Allow for the use of video surveillance to ensure the safety of owners/tenants/guests to the Strata Corporation property, to collect debts owed to the Strata Corporation, and to assess and address serious bylaw infractions.

Definition of Personal Information

- (5) The definition of “personal information” has the same meaning as in section 1 of the Personal Information Protection Act (PIPA) and can include, but is not limited to, the following examples:
 - a. Name, address, and phone numbers of owners and tenants
 - b. Email address of owners and tenants
 - c. Banking information
 - d. Emergency contact information
 - e. Vehicle description and license plate numbers
 - f. Pet information
 - g. Key fob information
 - h. Video images

Collection, Use and Disclosure of Personal Information

- (6) The Strata Corporation will not collect, use or disclose personal information except for the purposes as outlined in section 4 above unless it has received further consent from the individual to which the collection, use or disclosure affects, or as permitted or required under PIPA

- (7) The Strata Corporation will ensure that its delegate, if applicable, adheres to the Strata Corporation's privacy policies.

Key Fob System

- (8) The Strata Corporation employs a Card /Key Fobs system to allow owners, occupants and tenants access to public parts of the Strata Corporation and are required for the safety and security of the owners, tenants and occupants.
- (9) The Key Fob system controls the following access points:
- (a) The front door;
 - (b) The man door next to the overhead gate in the garage;
 - (c) The entrance doors to the elevators on parkade level.
 - (d) The east side door of the building
- (10) The Strata Council may change the location of key fobs, or add additional key fob receiver locations on one month's written notice to the owners through the minutes of the Strata Council meetings.
- (11) The Key Fob system:
- (a) records activity (the opening of doors) in the card access system's controller internal memory buffer;
 - (b) stores information in the system that can be queried, read and viewed via the card access system management software.
- (12) The computer containing the records of the Key Fob system is stored in the Strata Corporation's electrical room.
- (13) The Key Fob records shall only be accessed in the event of a breach of safety or security, and two (2) council members must be present to access and retrieve the records.

Requests for information

- (8) Requests for personal information must be made in writing and provide sufficient details to identify the personal information being sought. Requests from a public body or a law enforcement agency should also include the statutory authority for making the request and include the file number of the incident.
- (9) Neither PIPA nor these bylaws give an individual the right to request and receive someone else's personal information unless that other individual provides written authorization for that access.
- (10) Requests permitted under PIPA or these bylaws are to be directed to the Privacy Officer (Strata Property Manager), designated by the Strata council.
- (11) The Privacy Officer will provide a response to the request within 30 days, unless extended under section 31 PIPA.

- (a) If the response is a refusal, the response will contain:
- (b) the reasons for the refusal and the provision of PIPA or these bylaws on which the refusal is based;
- (c) the Privacy Officer's contact information who can answer the applicants questions about the refusal; and
- (d) the ways in which the applicant can have the refusal reviewed by a commissioner employed by the Office of the information & Privacy Commissioner, as set out in section 47 PIPA.

Complaints, Concerns or Questions

- (12) Owners will direct any complaints, concerns or questions regarding the collection, use and disclosure of personal information to the Privacy Officer.

47. Security of the Building

- (1) Owners, occupants and tenants may only use the enterphone to release the door lock to persons known to the owner, tenant or occupant.
- (2) Owners, occupants and tenants must ensure that entrance doors are closed securely after use and must not permit strangers to enter into the building.
- (3) Owners, occupants and tenants must not use the west door of the building to exit the building except in the case of an emergency. Owners, occupants and tenants must not prop open or prevent the west door from closing at any time.
- (4) It is strongly recommended that any owners, occupants or tenants leaving a strata lot vacant for more three (3) days, notify the Strata Council or a neighbor and make arrangements for papers, and parcels to be collected so that they do not accumulate.
- (5) The Strata Council is responsible for allocating each strata lot with fobs or entry cards. Each strata lot has been issued Two (2) cards or Two (2) fobs or a combination thereof.
- (6) Broken Cards (ALL PARTS) or defective fobs must be returned for replacement. (See Schedule "A").
- (7) Courtesy remotes for guest parking may be obtained from the Strata Council. The Strata Council may lend such remotes on the conditions it sees fit. The Strata Council will assess each request individually before releasing a courtesy remote, as to the time period granted.
- (8) If an owner, occupant, tenant or visitor loses or damages their courtesy remote, the owner, occupant or tenant must report the loss of the courtesy remote immediately, and the strata lot owner who requested it will be charged with the replacement cost of the remote.
- (9) Management and service firms having a personal Security Tube reserved for their exclusive use are issued one (1) fob. Cards and fobs records will be under the control of the

Chairperson or the appropriate committee and requests for courtesy cards or fobs are to be made to the Chairperson or the member of the appropriate committee. Their names, units and phone numbers are posted in the bulletin boards in the front and lower lobbies. The release of these cards or fobs, and the timed activation, will be at the discretion of the Council and a \$100.00 deposit per card or fob will be required. This \$100.00 will be refunded upon the return of the card or fob. An extra fob or card issued to an owner is not transferrable to new owners and should be returned to the Strata Council and the refund issued will be what the owner has originally paid for that fob or card.

- (10) If an owner, occupant, tenant loses or damages a card or fob:
- (a) The owner must report the loss or damage of the card or fob immediately so it can be deactivated in the security system;
 - (b) the strata lot owner who is responsible for it will be charged with the replacement cost of the card or fob; and
 - (c) and the card or fob is found at a later date, the strata lot owner will not receive a refund for it and the card or fob will not be reactivated in the security system.

STRATA PLAN #1214
STRATA CORPORATION HOUSE RULES

SCHEDULE "A"

In compliance with section 110 of the Strata Property Act, the Strata Council is permitted to set user fees at Council's discretion.

Below are the current charges as of February 2007

All Units have been issued two (2) Cards or Two (2) Fobs or a combination thereof for the Controlled Access Entry System for the Strata entrance doors.

- (1) Charges for Card or Fob replacements are at cost.
- (2) A bicycle storage lock-up key is available for a \$10.00 deposit.
- (3) A common area key is available for a charge of \$5.00.
- (4) A copy of Strata #1214 Bylaws is available for a charge of \$15.00.
- (5) Copies of any records, documents, or information certificates shall have a charge of \$0.25 per page.
- (6) Replacement remote transmitters can be obtained from Depend-A-Dor, 13-831 Devonshire Rd., Victoria, B.C. **Programmable Only by Council**
- (7) Additional parking spaces, if available, are charged:
 - (a) \$25.00 per month for a regular space and
 - (b) Motorcycle parking spaces are available at one half (1/2) of the normal parking space rate, based on two (2) motorcycles sharing a regular parking space.
- (8) The surcharge for the electricity required for each of the battery operated scooters parking in the parkade is \$5.00 per month.